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 10, 2022

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

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

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

Thursday the 16th day of June 2022

Individuals requesting interpretation should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Monday, June 13, 2022, to allow reasonable arrangement to ensure interpretation services.

Study Session-2:30 p.m., Board Room
Closed Session will immediately follow at the conclusion of the Study Session.
Regular Meeting-6:00 p.m., Board Room

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 16, 2022
Study Session-2:30 p.m., Board Room
Closed Session will immediately follow at the conclusion of the Study Session.
Regular Meeting-6:00 p.m., Board Room

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 Monday, June 13, 2022, 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 Monday, June 13, 2022*, to allow for reasonable arrangements to ensure accessibility to the meeting*.

1. **CALL TO ORDER-ROLL CALL** ***ACTION ITEM***

2. **ADOPTION OF AGENDA** ***ACTION ITEM***

3. **STUDY SESSION** ***INFORMATION ITEM***

   A study session regarding funding on the new California Community School Partnership Program for the District will be held.

4. **PUBLIC COMMENTS, CLOSED SESSION ITEMS** ***INFORMATION ITEM***

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

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

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

   5.1 To consider matters pursuant to Government Code Section 54957: Public employee performance evaluation, superintendent.

5.2 To consider matters pursuant to Government Code Section 54956.9(d)(2): Conference with legal counsel, existing litigation (OAH Case No. 2022040770).

5.3 To consider matters pursuant to Government Code Section 54956.9(d)(2): Conference with legal counsel, existing litigation (OAH Case No. 2022040569).

5.4 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), and Mid-Managers Association (MMA).

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

5.6 To consider matters pursuant to Education Code 44929.21: Rescind non-reelection of certificated employee HR-2021-22-210, for the next school year.

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

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

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

6.1 ***Reconvene Meeting***

The Board of Trustees will reconvene into open session.

6.2 ***Pledge of Allegiance and Moment of Silence***

Board President Jabbar will lead the Pledge of Allegiance to the Flag of the United States of America and provide a moment of silence.

6.3 ***Closed Session Report***

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

7. RECOGNITIONS *INFORMATION ITEMS*

7.1 ***Donations***

The Board of Trustees will recognize the following foundations for the generous donations to the District.

Samueli Foundation	$250,000	AUHSD-Special Projects
Stuart Foundation	$150,000	AUHSD-Special Projects

7.2 ***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 17, 2022.

Susana Barbosa, Instructional Assistant–Adult Transition, Savanna High School
Rocio Campos, Translator/Interpreter, Katella High School
Adrian Castro, Plant Manager II, Kennedy High School
Maryam Daghighian, Human Resources Technician, Human Resources-Classified
Marcella Deem, Senior Administrative Assistant, Anaheim High School
Timothy "Tim" Ericson, Graphic Production Manager, Graphic Arts
Leticia Escalera, Instructional Assistant–Behavioral Support, Orangeview Junior High School
Carlos Garcia, Campus Safety Aide, Cypress High School
Theodore "Ted" Gorkin, Plant Manager I, South Junior High School
Ramon Guerrero, Equipment Operator, Maintenance and Operations
Norma Hernandez, Nutrition Services Production Assistant, Food Services
Miguel Ibarra Rodriguez, Plant Manager I, Walker Junior High School
Juan Carlos Lopez, Campus Safety Aide, Western High School
Nancy Macedonio Alonso, Licensed Vocational Nurse, Lexington Junior High School
Maricela "Marcy" Mendoza, Secretary–Registrar/Records (Bilingual), Cambridge Virtual Academy
Marisa Ortega, Senior Administrative Assistant, Oxford Academy
Yeneyev Ramirez, Senior Administrative Assistant, Hope School
Jorge Ramirez Miranda, Custodian, Ball Junior High School
Laura Rodriguez, Senior Administrative Assistant, Plurilingual Services
Carlos Rosas, Plant Manager II, Magnolia High School
Yesenia Salgado, Credentials Technician, Human Resources–Certificated
Marco Tran, Technology Services Technician, Gilbert High School
Brenda Vazquez, Senior Administrative Assistant, Brookhurst Junior High School
Quang Vo, Technology Services Technician II, Loara High School
Lori Williamson, Information Systems Analyst, Education Information Technology
Ivanovich "Ivan" Wilson, Plant Manager I, Sycamore Junior High School
Celeste Zimmerman, Senior Administrative Assistant, Dale Junior High School

8. REPORTS *INFORMATION ITEMS*

8.1 ***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.

8.2 ***Reports of Associations***

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

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

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

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

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

10. **ITEMS OF BUSINESS**

BUSINESS SERVICES

Adoption, Facilities Master Plan ***ACTION ITEM***

Background Information:
On October 26, 2021, the Board of Trustees approved an agreement with LPA, Inc., an architectural firm with expertise in educational planning, to facilitate the process of updating the District's Facilities Master Plan (FMP) from 2014. The FMP is the guiding document that communicates the plan for the future improvement of the District's facilities and infrastructure in support of the educational program for the next 10 years. It is developed after an intensive study and analysis of current facilities needs, and then turned into an in-depth, comprehensive plan for the future with regard to facilities. The FMP provides the District direction for future projects, and ultimately assists in developing a roadmap for short-term and long-term facilities planning.

Stakeholders, including teachers, students, parents, staff, as well as community members participated in the process, and provided valuable input to the update of the FMP.

Current Consideration:
Staff is recommending that the Board of Trustees adopt the updated FMP, including the proposed site diagrams, which depict project scopes, and associated rough order of magnitude costs for future implementation.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt the updated Facilities Master Plan.
[EXHIBIT A] This exhibit is available on the District website, under the Board of Trustees' Meetings tab, or via the following link https://2022fmp.auhsd.us

11. **PRESENTATION** ***ACTION/INFORMATION ITEM***

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 will present to the Board of Trustees on required tasks, which include the District's Plurilingual Master Plan and goals for services, needs assessment, teacher and paraprofessional qualifications, annual language census, procedures for reclassification, as well as written notifications.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive and/or approve the information. **[EXHIBIT B]**

12. **ITEMS OF BUSINESS**

EDUCATIONAL SERVICES

12.1 ***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 and 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 2022-23 LCAP and were also provided information regarding the annual update. The annual update details the actual LCAP expenditures that were projected for the 2020-21 years and expenditures for the 2021-22 Learning Contingency and Attendance Plan.

Current Consideration:
The public hearing was held on June 9, 2022. 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 2022-23 annual budget and multi-year budget projections.

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

RESOLUTIONS

12.2 ***Resolution No. 2021/22-B-22, 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. 2021/22-B-22, by roll call. **[EXHIBIT D]**

12.3 ***Resolution No. 2021/22-B-23, Adjustments to Income and Expenditures, General Fund; Resolution No. 2021/22-B-24, 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, 2022, 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 2022 Second Interim Report. As a part of the proposed budget, the Anaheim Union High School District Budget Stabilization Plan will be presented.

Current Consideration:
After thorough analysis and review, the 2021-22 budget was updated from the Second Interim Report, which was presented and approved by the Board of Trustees at its March 3, 2022, regular Board 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. 2021/22-B-23 summarizes adjustments to the General Fund and Resolution No. 2021/22-B-24 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. 2021/22-B-23, General Fund, and Resolution No. 2021/22-B-24, 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. 2021/22-B-23, General Fund, by a roll call vote. **[EXHIBIT E]**

2. It is recommended that the Board of Trustees adopt Resolution No. 2021/22-B-24, Various Funds, by a roll call vote. **[EXHIBIT F]**

3. It is recommended that the Board of Trustees adopt the 2022-23 Proposed Budget including the Budget Stabilization Plan (All Funds). **[EXHIBIT G]**

12.4 ***Resolution No. 2021/22-B-25, 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 twelve years through 2030. Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education, and community college districts are required to determine how the monies received from the Education Protection Account (EPA) are spent in the school or schools within its jurisdiction, provided that the governing board makes the spending determinations in an open session of a public meeting. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators, or any other administrative costs, for the years 2012-13 through 2029-30.

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

This resolution, as required by Article XIII, Section 36 of the California Constitution, approving the District's utilization of funds subject to EPA for 2022-23 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. 2021/22-B-25, by a roll call vote. **[EXHIBIT H]**

12.5 ***Resolution No. 2021/22-B-26, Authorization of Approval of Vendor Claims/Orders (Roll Call Vote)*** ***ACTION ITEM***

Background Information:
The District has been using the Orange County Department of Education's (OCDE) financial system since July 1, 2001. While the District's Accounting Department enters the vendor

claims/orders for payment, OCDE is responsible for processing the physical warrant, or the electronic transfer. Before OCDE will do this process, a District administrator must approve the claims/orders for payment. OCDE requires a resolution stating the names of the administrators authorized to approve the issuance of warrants or electronic transfers.

Current Consideration:
This resolution will authorize Joseph Carmona, Nancy C. Nien, Karen Orr, and Ester Yanez to approve vendor claims/orders payments electronically. All previous authorizations are rescinded.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2021/22-B-26, by roll call vote. **[EXHIBIT I]**

12.6 ***Resolution No. 2021/22-B-27, Signature Authorization*** ***ACTION ITEM (Roll Call Vote)***

Background Information:
The Board of Trustees is requested to adopt Resolution No. 2021/22-B-27, Signature Authorization. In accordance with Education Code Section 42633, the governing board of each school district shall be responsible for filing or causing to be filed with the county superintendent of schools the verified signature of each person authorized to sign orders in its name.

Except for districts determined to be fiscally accountable pursuant to Section 42650, no order on the funds of any school district shall be approved by the county superintendent of schools unless the signatures are on file in his office and he is satisfied that the signatures on the order are those of persons authorized to sign the order.

Current Consideration:
The Orange County Department of Education requires that all designated personnel authorized to sign various documents, and as listed on the attached resolution, be approved by the Board of Trustees.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2021/22-B-27, by a roll call vote. **[EXHIBIT J]**

12.7 ***Resolution No. 2021/22-B-28, CalSHAPE Ventilation Program Award*** ***ACTION ITEM (Roll Call Vote)***

Background Information:
The California Energy Commission was authorized by Assembly Bill (AB) 841 (Chapter 372, Statutes of 2020) to design, administer, and implement two programs under the California Schools Healthy Air, Plumbing, and Efficiency Program (CalSHAPE). The CalSHAPE Ventilation Program provides funding to local educational agencies for the reasonable costs, including reimbursements of HVAC assessment, general maintenance and adjustment, filter

replacement, and carbon dioxide monitor installation including certain repairs, replacements, and other improvements to HVAC systems. The CalSHAPE Ventilation Program prioritizes investments in facilities in underserved communities, and those located near freeways or industrial facilities. The CalSHAPE Plumbing Program provides grants to local educational and state agencies, to replace noncompliant plumbing fixtures and appliances that fail to meet water efficiency standards. The CalSHAPE Plumbing Program prioritizes investments in schools in underserved communities.

Current Consideration:
The District submitted applications under both programs and was recently notified that a Notice of Proposed Award (NOPA) was issued to the District for an Assessment and Maintenance Grant in the amount of $268,650, for two school sites in the SCE funding category. The school sites are Hope School and Oxford Academy. For the award process to continue to move forward, CalSHAPE requires that a NOPA package, which includes the grant agreement, be submitted along with a Board resolution authorizing the terms and conditions of the grant agreement.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2021/22-B-28, by a roll call vote. **[EXHIBIT K]**

12.8 ***Resolution No. 2021/22-B-29, CalSHAPE Ventilation Program Award*** ***ACTION ITEM (Roll Call Vote)***

Background Information:
The California Energy Commission was authorized by Assembly Bill (AB) 841 (Chapter 372, Statutes of 2020) to design, administer, and implement two programs under the California Schools Healthy Air, Plumbing, and Efficiency Program (CalSHAPE). The CalSHAPE Ventilation Program provides funding to local educational agencies for the reasonable costs, including reimbursements of HVAC assessment, general maintenance and adjustment, filter replacement, as well as carbon dioxide monitor installation including certain repairs, replacements and other improvements to HVAC systems. The CalSHAPE Ventilation Program prioritizes investments in facilities in underserved communities, and those located near freeways or industrial facilities. The CalSHAPE Plumbing Program provides grants to local educational and state agencies, to replace noncompliant plumbing fixtures and appliances that fail to meet water efficiency standards. The CalSHAPE Plumbing Program prioritizes investments in schools in underserved communities.

Current Consideration:
The District submitted applications under both programs and was recently notified that a Notice of Proposed Award (NOPA) was issued to the District for an Assessment and Maintenance Grant in the amount of $2,715,638.36, for fourteen sites in the SCG funding category. The school sites are Anaheim, Katella, Loara, Magnolia, Savanna, Western high schools, Ball, Brookhurst, Dale, Orangeview, South, Sycamore junior high schools, Gilbert High School (Continuation), and Polaris (Alternative Education). For the award process to continue to move forward, CalSHAPE requires that a NOPA package, which includes the grant agreement, be submitted along with a Board resolution authorizing the terms and conditions of the grant agreement.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2021/22-B-29, by a roll call vote. **[EXHIBIT L]**

12.9 ***Resolution No. 2021/22-B-30, Award Request for Proposals 2022-18 Districtwide Copy and Print Services*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
It was decided that the District complete a competitive Request for Proposal (RFP) process, which was approved at a regular meeting of the Board of Trustees on February 3, 2022. The District utilized a third-party, vendor agnostic, managed print services expert, Optimizon, to accurately assess the entire managed print program to develop and assist with the RFP process.

Current Consideration:
An extensive process was used to develop an RFP and to obtain accurate data about the existing program. Optimizon and staff met with key stakeholders from five representative school sites including principals, assistant principals, administrators, senior administrative assistants, teachers, site technicians, and network administrators met to determine the methodology and general requirements of a solution specific to the District's needs. With all the information gathered, an RFP was prepared. The District received the following number of responses for the first phase of the evaluation process: Eight responses for Category A; Six responses for Category B; and Seven responses for Category C. The final phase consisted of a presentation of the offerings from each of the bidders selected by category. A committee comprised of teachers, administrators, and support staff, spent approximately three days evaluating and determining the solution that would best fit the requirements of the District. The criteria used to score each proposal included price (being the highest value), level of service response, implementation, supplies management, equipment and software configuration, as well as overall ability to meet the District's needs.

The bidders with the highest overall score in each category recommended for award are:

Category	Award	Estimated Cost
A-Copier/MFD Hardware/Software/Service	SEMA, LLC dba CBE Office Solutions (CA)	$258,210
B-Printer Hardware/Service/Supplies	360DTII LLC	$267,470
C-Production Hardware/Service	SEMA, LLC dba CBE Office Solutions (CA)	$104,299

The bidders with the highest overall scores are being recommended for award. Although SEMA, LLC was the second lowest in Category A, the committee used the evaluation criteria as described above to determine the overall rankings. Public Contract Code (PCC) 20118.2 allowed the District to consider key factors, other than price, in determining the award due to the highly specialized requirement of the entire system. Staff is confident with its findings and recommendation that the bidders selected have the overall best solution for the District based on the criteria established for the award.

This award will allow the District to purchase equipment, services, software, and related items for five years from the bidders as listed.

Budget Implication:
The costs are estimates over a five-year period and will vary based on the actual number of copiers and printers purchased, as well as the total number of copies made. (Various Funds)

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2021/22-B-30, by a roll call vote. **[EXHIBIT M]**

12.10 ***Resolution No. 2021/22-E-26, "The Arts and Music in Schools-Funding Guarantee and Accountability Act"*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
Access to arts and music education at school is a critical component of TK-12 education. Studies demonstrate the importance of arts and music education in the development of children and their success in school and in life. Arts and music education improves cognitive development, reasoning, and language acquisition; it correlates with higher student achievement in reading and math; and it leads to increased school attendance. The Anaheim Union High School District has provided a renowned visual and performing arts education for all of its students for several decades and therefore has seen firsthand the positive effects the arts and music have on student achievement.

Current Consideration:
As of April 26, 2022, the Arts and Music in Public Schools Ballot Measure has collected more than 1 million signatures with the support of volunteers across the state. This should ensure the statewide measure a spot on the November 2022 ballot. The ballot measure will receive an official Proposition number in July when the verification of signatures is completed. If more than 50 percent of California voters approve the measure in November, it will become law. The additional funding will be provided to schools beginning in the 2023-24 year. According to its proponents, this measure will accomplish the following:

- Provide on-going, annual funding for Arts and Music Education in public schools of almost $900 million, a more than 50 percent increase from current levels.
- It would do so without raising taxes.
- All students in every PK-12 public school in California would benefit with extra funding going to help children in high-needs communities, in particular Black and Latino students.
- Ensure that media, technology, and entertainment companies better reflect the diversity of children in public schools.

Adoption of this resolution would confirm the Board's support of passage of the Arts and Music in Public Schools Ballot Measure to increase funding for arts and music in TK-12 public schools.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2021/22-E-26, by a roll call vote. **[EXHIBIT N]**

12.11 ***Resolution No. 2021/22-BOT-05, Condemning Gun Violence and Promoting Safety in Schools*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
As we emerge from the COVID-19 crisis, California and the nation are facing gun violence in schools with a frequency and severity that is unparalleled anywhere in the world, caused in part by the proliferation of guns in our society. Ten days after a racist mass shooting at a Buffalo, New York, grocery store in which ten Black people were killed and three other people were injured by an 18-year-old white man, another 18-year-old male shot and killed nineteen students and two teachers, and wounded seventeen other people, at Robb Elementary School in Uvalde, Texas, on May 24, 2022. Despite the staggering number of casualties, the mass-shooting at Robb Elementary School was the third-deadliest school shooting in the United States, after the Virginia Tech shooting in 2001 and the Sandy Hook Elementary School shooting in 2012, and more than the fatalities at Columbine High School, a shooting seared into the consciousness of the United States in 1999, and the Marjory Stoneman Douglas High School shooting in 2018.

Current Consideration:
Parents, families, teachers, and staff should feel that our schools and communities are places of safety and free from the fear of such gun violence. The Anaheim Union High School District is committed to providing all students access to services that support and enhance their physical, mental, and emotional health, as well as the promotion of kindness and a sense of belonging through programs like Link Crew, Capturing Kids Hearts, and the 5Cs to provide a foundation for mental health, personal growth, and civic engagement at school and in the community. Adoption of this resolution would confirm the Board's support of stricter gun laws at the State and Federal levels to prevent even one more child from being harmed by gunfire.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2021/22-BOT-05, by a roll call vote. **[EXHIBIT O]**

BUSINESS SERVICES

12.12 ***Agreement, California Environmental Quality Act (CEQA) Environmental Services, Chambers Group, Inc.*** ***ACTION ITEM***

Background Information:
Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et seq., the District is required to evaluate each potential public works project to determine whether that project might have a significant effect on the environment. On June 16, 2022, the Board of Trustees will be adopting an update to the District's Facilities Master Plan (FMP), which will provide a roadmap for the future improvement and development of the District's facilities, over the next ten years. Capital

improvements at Western and Anaheim high schools (Proposed Projects) are identified in the updated FMP.

Current Consideration:
The District issued RFP #2022-27 inviting qualified and duly licensed consultants to provide services pursuant to CEQA, to prepare and process, necessary CEQA review and documentation associated with the District's projects. After a review of the submitted qualifications and proposals, staff recommends to the Board of Trustees the selection of Chambers Group, Inc. (Chambers) as CEQA consultant. It is believed that Chambers will provide the best service and value to the District for the Proposed Projects and future projects.

Budget Implication:
Chambers will provide services for a cost not to exceed $250,000 for the Proposed Projects and future projects for a period of five years starting June 17, 2022, through June 30, 2027. (Facilities Funds, Measure H Funds, Maintenance Funds, ESSER Funds, and/or other funds as appropriate).

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

12.13 ***Award Request for Proposal (RFP) 2022-29, Financial Advisory Services, Keygent LLC*** ***ACTION ITEM***

Background Information:
At various times the District requires financial advisory services which include, but are not limited to, a range of topics such as: review of facilities needs and costs, review of short and long term cash flow schedules, potential revenue sources, assistance with the production of a comprehensive financial plan, financial advisory services in connection with any debt issues, real estate acquisition and lease agreements, allocation of revenues to expenditures, development of financial strategies, continuing disclosure services, prepare and file the annual debt transparency report to California Debt and Investment Advisory Commission (CDIAC) pursuant to Government Code Section 8855(k), as well as review of document and presentation if needed to the governing board.

Current Consideration:
A competitive RFP process was completed and evaluation factors such as pricing, technical proposal, qualifications, past performance, ability to complete said work, and background was scored by a committee. Keygent LLC (Keygent) prevailed with the overall highest score and value to the District.

Keygent will provide financial consulting services in regard to existing, new or prospective election issuances, continuing disclosure services, as well as prepare and file the annual debt transparency report to CDIAC. Services are being provided July 1, 2022, through June 30, 2025, to be renewed annually, or until either party gives a 45-day notice of termination.

Budget Implication:
Keygent will provide the following services: (Various Funds)

1. Consulting services with respect to the issuance of municipal securities. Refer to scope of services (Appendix A). Cost shall not exceed $40,000 per issuance, plus $2,500 for expenses per issuance (travel and administrative costs).

2. Continuing disclosure services for a total amount not to exceed $6,000, plus any out-of-pocket expenses for calendar year 2022 (Exhibit D). The District currently has seven debt issuances outstanding with continuing disclosure obligations.

3. Prepare and file Annual Debt Transparency Report to CDIAC for a total amount not to exceed $500 per financing. The District currently has three debt issuances subject to the reporting for the fiscal year 2021-22 (Exhibit D).

Staff Recommendation:
It is recommended that the Board of Trustees award RFP 2022-29 Financial Advisory Service to Keygent LLC pursuant to Government Code 53060. **[EXHIBIT Q]**

EDUCATIONAL SERVICES

12.14 ***Revised Board Policy 8900 (5145.3), Nondiscrimination/Harassment, Second Reading*** ***INFORMATION/ACTION 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, and exhibits, and is updated continually.

Current Consideration:
Board Policy 8900 (5145.3), Nondiscrimination/Harassment was last revised in 2015. This revision provides updates to and clarification of the policy, as indicated by strikethrough and insertion on the exhibit. In addition, this revision incorporates a new comprehensive administrative regulation to support implementation and enforcement of the policy, including recent updates issued by CSBA in December 2021 relating to issues unique to intersex, nonbinary, transgender, and gender-nonconforming students.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board review and/or approve revised Board Policy 8900 (5145.3), Nondiscrimination/Harassment. **[EXHIBIT R]**

12.15 ***Educational Consulting Agreement, Scaling Student Success, A Project of Community Partners*** ***ACTION ITEM***

Background Information:
Scaling Student Success is a consortium of California school districts dedicated to educating the whole student, with a mission to more holistically prepare students for future success in college, career, and civic life. The pilot brings together districts striving to shift the purpose of education toward one that promotes equity, student agency, whole child education, and local control, ultimately redefining student success, and better preparing young people for college, career, and life. Participating districts will become part of a network that advances good practices, pursues common strategies, and advocates at the regional and state levels for necessary changes in funding, policy, as well as statutes.

Current Consideration:
Participation in the pilot will include statewide convenings with other member districts to deepen their work for greater impact on student success. The pilot will serve as a reimagining strategy that supports students' social-emotional development and gives them agency over their own learning. Each district with its own Graduate Profile will redefine student outcomes in terms of local equity needs and community-driven resources, values, and aspirations. A Graduate Profile defines student success as preparing young people for their future by demonstrating their ability to problem solve, innovate, collaborate, and communicate, among other critical skills. This work is meant to assure that each and every student has the opportunity to demonstrate competency in 21st century skills, social emotional learning outcomes, civic engagement, and academic preparation, using a capstone approach. Services will be provided August 1, 2022, through June 30, 2024.

Budget Implication:
The cost of the membership for the two-year commitment is not to exceed $60,000. (General Fund and /or LCFF Funds)

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

12.16 ***Agreement, UCLA Graduate School of Education and Information Studies*** ***ACTION ITEM***

Background Information:
For the 2021-22 year, the Math Task Force focused on looking at high school course offerings in order to provide opportunities for students to take a variety of A-G approved mathematics courses that are more aligned to the Career Preparedness Systems Framework and the upcoming California Mathematics Frameworks. The Math Task Force was composed of 22 Math teachers representing both high school and junior high schools. One of the courses that the Math Task Force decided to offer for the 2022-23 year was Introduction to Data Science (IDS). Data Science is a growing discipline that impacts all major industries. The Bureau of Labor Statistics projects 31.4 percent employment growth for data scientists between 2020 and 2030. Students will learn how to create programing code and combine it with statistical knowledge to uncover the stories hidden within data.

Current Consideration:
The UCLA Center X Introduction to Data Science (IDS) Project is the leading national provider of high school data science education materials, professional learning, and technological support. IDS teachers are expected to attend 9 days of professional learning to implement this course while receiving mentorship from local experienced educators, access to the curriculum and platform, and student access to the curriculum. Services are being provided June 1, 2022, through June 30, 2023.

Budget Implication:
The total estimated amount of the expenditures is $34,020. (General Fund)

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

12.17 ***Contract, Independent Comprehensive Vision Assessment, Dr. Doug Stephey*** ***ACTION ITEM***

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

Current Consideration:
The District received a request for an independent evaluation. In reviewing the information, the District determined that it was in the best interest of the student and the District to provide the independent evaluation and allow the Individualized Education Program team to consider the information.

Budget Implication:
The total cost for these services is not to exceed $1,800. (Special Education Funds)

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

HUMAN RESOURCES

12.18 ***Salary Increase for Executive Director, Greater Anaheim 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 3.5 percent using pass-through funds. This increase was approved by the GASELPA Board of Trustees on May 18, 2022.

Budget Implication:
There will be no direct impact to the District's budget. The executive director of GASELPA salary increase is estimated to be $7,576, for a total annual salary of $223,446, effective July 1, 2021. This additional expense will be paid using GASELPA funds.

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

SUPERINTENDENT'S OFFICE

12.19 ***Employment Agreement with Superintendent*** ***ACTION ITEM***

Background Information:
On May 5, 2022, the Board of Trustees approved a salary increase and contract extension to June 30, 2026, for the Superintendent.

Current Considerations:
As part of the employment agreements for contracted employees of the District, including assistant superintendents, chief academic officer, and counsel, the District makes an annual contribution to a tax sheltered annuity (TSA). In line with the approved and pending increases of employee groups in the District, the Board approved a 3.5 percent increase to TSA contributions for contracted employees, other than the Superintendent, on April 7, 2022. This item would align the Superintendent's TSA with all other contracted employees.

Budget Implication:
The tax sheltered annuity amount would increase by $126. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees discuss the Superintendent's employment agreement, to include a 3.5 percent increase to tax sheltered annuity retroactive to July 1, 2021.

13. **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

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

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:
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 2022-23 year is $5,250. This cost will be offset by the reduced cost to send staff to professional development. For the 2021-22 year, the Board approved the CASBO organizational membership at a cost of $5,250. (General Fund)

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

13.2 ***Consulting Services Agreement, Colleen R. Patterson***

Background Information:
Colleen R. Patterson is a retired assistant superintendent, Business Services. She is well respected in the field and served 17 years in Fullerton Joint Unified School District as a director of fiscal services and assistant superintendent, Business Services. Since retiring, she has served in numerous interim assignments supporting districts when they have the need.

Current Consideration:
Colleen R. Patterson will provide consulting services to support Business Services July 1, 2022, through June 30, 2023.

Budget Implication:
The cost for these services is not to exceed $20,000 ($125 per hour). (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the business consulting services agreement. **[EXHIBIT V]**

13.3 ***Agreement, Stradling, Yocca, Carlson, and Rauth***

Background Information:
The District desires to place a bond measure on the November 2022 ballot for consideration by the voters.

Current Consideration:
The District desires to retain bond counsel in connection with the proposed ballot proposition for the purpose of conducting the necessary legal work as it relates to the bonds as outlined in the agreement.

Budget Implication:
Bond counsel will receive $65,000 for each series of bonds. In addition, bond counsel will be reimbursed for any out-of-pocket expenses reasonably incurred in the course of this agreement, at a cost not to exceed $2,000 for each series of bonds. All fees shall be payable only from proceeds of the bonds.

Additionally, bond counsel will prepare the Official Statement for the bonds at a fixed rate of $22,500 per series of bonds. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the agreement with Stradling, Yocca, Carlson, and Rauth. **[EXHIBIT W]**

13.4 ***Agreement Addendum, North Orange County Regional Occupational Program, Career Guidance Specialist Personnel***

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

Current Consideration:
The District will provide career guidance specialists to NOCROP to provide guidance functions, as determined by the District. NOCROP will provide a statement of performance objectives for each career guidance specialist to the District and to each high school principal. This agreement addendum provides a calculated amount for the 2022-23 year. Services will be provided July 1, 2022, through June 30, 2023. The agreement will be signed after Board approval.

Budget Implication:
NOCROP will provide AUHSD with $319,750 for the services of the Career Guidance Specialists for the 2022-23 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 X]**

13.5 ***Consulting Agreement, W Strategies LLC***

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

Current Consideration:
The District has an interest in continuing consulting services with W Strategies LLC (W Strategies). W Strategies is an organization that assists districts through Funding Advocacy and Government Relation activities. They have been highly successful in working with districts and other organizations to maximize access to grant dollars. Within the scope of their services includes crafting a strategic funding plan, identifying, researching, and monitoring grant funding opportunities, establishing clear accountabilities, supporting grant application development and submittal, post-grant submittal funding advocacy, post-award grant administration and compliance, as well as comprehensive follow-up on unsuccessful applications. W Strategies has already identified a variety of grants to apply for that support the vision of AUHSD.

Budget Implication:
The District will pay W Strategies for their services in the amount of $5,000 per month. Services will be provided July 1, 2022, through June 30, 2023. (General Fund)

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

13.6 ***Inter-Agency Agreement, Anaheim Elementary School District***

Background Information:
Anaheim Union High School District has had an agreement to provide meals to Anaheim Elementary School District since the State meal mandate passed in 1975. The mandate requires all school districts to provide nutritious meals for all enrolled students. Anaheim Elementary School District does not have adequate facilities to provide meal service to elementary students enrolled in their district. The inter-agency meal agreement is a five-year agreement, which requires Board approval.

Current Consideration:
This agreement to provide meals to Anaheim Elementary School District for five years, generates income from the meals served and provides a community service. Services will be provided for five consecutive years, July 1, 2022, through June 30, 2027. The agreement will be signed after Board approval.

Budget Implication:
This agreement generates income from the meals served.

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

13.7 ***Agreements, Transportation Services***

Background Information:
In past years, the Board of Trustees approved the agreements to provide transportation services to Anaheim Family YMCA, Grace Christian School and Church, Greater Anaheim Special Education Local Plan Area (GASELPA), North Orange County Regional Occupation Program (NOCROP), Servite High School, The Rock Church, Tiger Woods Learning Lab, Unity Middle College High School, Vibrant Minds Charter School, as well as Zion Lutheran Church and School.

Current Consideration:
It is in the best interest of the District to provide transportation services to these groups. The agreements will be in effect July 1, 2022, through June 30, 2023. Grace Christian School's agreement will be from June 21, 2022, through June 30, 2022. Unity Middle College High School's agreement will be in effect September 1, 2022, through June 30, 2023.

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

Staff Recommendation:
It is recommended that the Board of Trustees approve the agreements. **[EXHIBITS AA, BB, CC, DD, EE, FF, GG, HH, II, and JJ]**

13.8 ***Agreement Amendment #2, 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 2022-23 fiscal year at an increase of $10,000, all other terms will remain unchanged.

Budget Implication:
Services are to be provided at a cost not to exceed $110,000 for the period of July 1, 2022, through June 30, 2023. (General Fund)

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

13.9 ***Agreement Amendment #1, 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 2022-23 fiscal year at an increase of $7,500, all other terms will remain unchanged.

Budget Implication:
Services will be provided at a cost not to exceed $82,500 for the period of July 1, 2022, through June 30, 2023. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the amendment to the agreement.
[EXHIBIT LL]

13.10 ***Agreement, Orange County Department of Education, 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, and 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, 2022, through June 30, 2023.

Budget Implication:
The base amount for the system is $6,000 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 MM]**

13.11 ***Agreement Amendment, Trustmark Health Benefits, Inc.***

Background Information:
The Board of Trustees approved the contract with Trustmark Health Benefits, Inc. (THB) at the December 15, 2020, Board Meeting, to serve as the third-party claims administrator for the District's self-funded EPO and PPO medical plans.

In 2021, Congress passed the Consolidated Appropriations Act, 2021 (CAA), also known as the No Surprises Act, that established protections for consumers related to surprise billing and transparency in health care. Under the CAA, and as an employer-based health plan provider, the District is required to:

- Perform a benefit plan review
- Implement applicable notices
- Create a network provider change in status notification process
- Review and update any ID card changes
- Develop an out-of-network payments and independent dispute resolution process by the health insurance provider
- Submit information about prescription drugs and health care spending through the RxDC (prescription drug-data collection) report.

Current Consideration:
With the passing of the new legislation, there is a considerable amount of work, systems configurations, and partnerships needed to extract and aggregate pertinent data. As the claims administrator, THB maintains the necessary information of covered members to be reported. As such, THB has agreed to assist the District with fulfilling its obligations of the CAA for a $1.35 per-employee-per-month fee effective July 1, 2022. The amendment also incorporates the Performance Guarantees Addendum, which originally was unintentionally omitted.

In addition to the amendments, the Board of Trustees is being requested to make the amendment retroactive to January 1, 2022; as well as automatic annual contract renewals, subject to review.

Budget Implication:
The costs associated with this agreement is not expected to exceed $5,725,048. (Health and Welfare Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the agreement amendment with Trustmark Health Benefits. **[EXHIBIT NN]**

13.12 ***Run-Off Claims Administration Agreement Amendment, 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 2022-23 fiscal year. Services will be provided July 1, 2022, through June 30, 2023.

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 agreement amendment. **[EXHIBIT OO]**

13.13 ***Protected Insurance Program for Schools***

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 is requested to approve the premium renewal with PIPS to maintain workers' compensation coverage with limits of $155,000,000, for fiscal year 2022-23.

Budget Implication:
The projected premium renewal is anticipated to be $6,672,434. The projection is 16 percent over the 2021-22 renewal of $5,752,098. (Workers' Compensation Funds)

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

13.14 ***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 (Keenan), to provide broad liability and property coverage, stable rates, and 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 2022-23 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.

Budget Implication:
The projected premium renewal is expected not to exceed $3,704,670. The projection is 19 percent over the 2021-22 renewal of $3,113,168. (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 2022-23.

13.15 ***Agreement, WeTip***

Background Information:
WeTip is an anonymous reporting system to report a crime that partnered with the District's Joint Powers Authority (JPA), Southern California Regional Liability Excess Fund (SCR). The District has been using WeTip for many years as a way for students, parents, and staff to report a crime within the District.

As a member, annual renewals and payments have been administered through the JPA.

Current Consideration:
The District would like to continue using the anonymous reporting system; however, effective July 1, 2022, WeTip and the JPA will no longer be partners, requiring the District to directly contract and pay WeTip.

The Board of Trustees is being requested to approve the agreement with WeTip, with three automatic one-year renewals subject to review and approval by the assistant superintendent, Business.

Budget Implication:
The total expense for the system is $2,010 annually. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the agreement with WeTip.
[EXHIBIT PP]

13.16 ***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 & 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 2022-23 programs and rates remain the same as those of the 2021-22 year, which are as follows:

Plan	Low Option	Mid Option	High Option
Voluntary Participation Student Accident & 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	$12
(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 the programs.

13.17 ***Agreement Increase, Orange County Public Safety***

Background Information:
The Board of Trustees approved an agreement with Orange County Public Safety (OCPS) to provide highly specialized professional security services at a regular Board of Trustees' meeting on July 15, 2021.

Current Consideration:
Additional services for unplanned incidents and various events have been required from OCPS throughout the year. This increases the cost of their billed services, which is why the agreement must be increased.

Budget Implication:
An increase not to exceed $50,000 for additional services rendered through June 30, 2022, as needed. (Various Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the increase to the agreement with Orange County Public Safety.

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

Background Information:
The District had established 21st century innovative classroom standards in 2016, which it continues to use to furnish classrooms Districtwide. There are 39 classrooms remaining to

complete 50 percent of every school site under the Measure H bond. This includes classrooms for Hope School, Brookhurst and Walker junior high schools, as well as Anaheim and Magnolia high schools.

Current Consideration:
Per Public Contract Code (PCC) 20118, a district may acquire various materials, supplies, and equipment by utilizing an existing contract of another public entity, which is commonly known as piggybacking. By piggybacking, the District can take advantage of lower costs through economy-of-scale, and also avoid the time and expense of the public bid process, while fulfilling the District's legal requirements. This will also ensure that the District utilizes the same innovative furniture standards Districtwide. Staff analyzed purchasing options for classroom furniture and it has been determined that the Torrance Unified School District Bid 10-04.09.19 can be utilized to acquire these products from CN School and Office Solutions, Inc. dba Culver-Newlin. Staff also negotiated better discounts than those currently on this piggybackable bid, which will result in additional cost savings to the District.

Budget Implication:
The total cost is not to exceed $975,000. (Measure H and Various Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the use of the Torrance Unified School District Bid 10-04.09.19, pursuant to PCC 20118, for the purchase and delivery of 21st century classroom furniture, and related items from CN School and Office Solutions, Inc. dba Culver-Newlin.

13.19 ***Piggyback Agreement for Various Audio, Video, Photographic, Peripheral Accessories, and Related Items***

Background Information:
The District has been procuring some of its audio, video, photographic, peripheral accessories over the years through B&H Foto & Electronics Corporation (B&H). They have provided quality products at discounted pricing with solid customer service.

Current Consideration:
The District will be able to continue purchasing from B&H, utilizing the Alaska National Association of State Procurement Officials (NASPO) ValuePoint Master Agreement 200000035B for audio, video, photographic, peripheral accessories, and other related items. The agreement was awarded by the State of Alaska with NASPO and approved for use by the State of California Department of General Services (DGS) through California Participating Addendum 7-21-70-48-02.

NASPO is an alliance consisting of various states throughout the United States that provides its members with better purchasing power and deeply discounted prices. The volume is being pooled with other members of the NASPO alliance to obtain the lowest prices. Alaska was the state that took the lead on 200000035B and processed bids that resulted in an award of an agreement to B&H. The District will continue to purchase audio visual equipment from B&H including sound systems, lighting, televisions, virtual headsets, cameras, and various other electronic related items through September 30, 2022, and beyond with any extensions.

Budget Implication:
The total amount of the award is not to exceed $300,000 per fiscal year. (Various Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the use of the agreement, including extensions, pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq. for the purchase of audio, video, photographic, peripheral accessories, and related goods utilizing Alaska NASPO ValuePoint Master Agreement 200000035B, approved for use by the State of California's DGS through the California Participating Addendum 7-21-70-48-02 to B&H Foto & Electronics Corporation.

13.20 ***Agreement Amendment, Eide Bailly, LLP***

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

Current Consideration:
With the current agreement set to expire on June 30, 2022, the District desires to amend Eide Bailly's agreement to conduct performance audits related to the SFP certification and closeout process, for an additional year through June 30, 2023.

Budget Implication:
The agreement will be increased by $30,000 for a total cost not to exceed $75,000 through June 30, 2023. The agreement amendment will be based on Eide Bailly's original audit services cost of $6,000 per project receiving funding under the SFP plus incidental costs. (Facilities Funds and/or other funds as appropriate)

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

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

Background Information:
Cumming Construction Management, Inc. (Cumming) has been providing Program and Project Management 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, regular updating of the Program to the Board of Trustees, and reporting to the Citizens' 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, which are funded using various sources including Measure H funds.

Current Consideration:
With the current agreement set to expire on June 30, 2022, the District desires to amend Cumming's agreement to conduct all work required for Program and Project Management services for an additional year through June 30, 2023.

Budget Implication:
The agreement will be increased by $2,200,000, for a total cost not to exceed $5,200,000 through June 30, 2023. The agreement amendment will be based on: 1) Cumming's original service fee schedule; and 2) the terms and conditions of the original agreement. (Measure H Funds, Maintenance Funds, Facilities Funds, ESSER, and/or other funds as appropriate)

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

13.22 ***Agreement, Environmental Network Corporation***

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

Current Consideration:
The District has an interest in continuing to utilize the services provided by ENCORP. ENCORP's current agreement is set to expire on June 30, 2022. Staff wishes to enter into an agreement with ENCORP for services July 1, 2022, through June 30, 2023. ENCORP provides high quality service and value through their expertise, as well as experience working with the District.

Budget Implication:
The agreement will be for a cost not to exceed $200,000 for required EPA/AHERA inspections and reports; and for a cost not to exceed $500,000 for hazardous material abatement consulting services for the upcoming Measure H projects, and other work associated with the Maintenance and Facilities departments. (Maintenance Funds, Routine Restricted Maintenance Funds, Measure H Funds, Facilities Funds, ESSER, and/or other funds as appropriate)

Staff Recommendation:
It is recommended that the Board of Trustees approve the agreement with ENCORP.
[EXHIBIT SS]

13.23 ***Ratification of Change Order***

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

Bid #2019-10, Districtwide	P.O. #M64A0243
Video Surveillance Solution	
HCI Systems, Inc.	
Original Contract	$2,235,014.00
Change Order #1 **[EXHIBIT TT]**	$219,864.29
New Contract Value	$2,454,878.29

Bid #2019-26, Dale Junior High School	P.O. #M64A0339
New Construction and Modernization	
Pinner Construction Co., Inc.	
Original Contract	$45,799,000
Change Order #1 **[EXHIBIT UU]**	$(541,090.67)
New Contract Value	$45,257,909.33

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

13.24 ***Notices of Completion***

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

Bid #2019-10, Districtwide	P.O. #M64A0243
Video Surveillance Solution	
HCI Systems, Inc.	
Original Contract	$2,235,014.00
Contract Changes	$219,864.29
Total Amount Paid	$2,454,878.29

Bid #2019-26, Dale Junior High School	P.O. #M64A0339
New Construction and Modernization	
Pinner Construction Co., Inc.	
Original Contract	$45,799,000
Contract Changes	$(541,090.67)
Total Amount Paid	$45,257,909.33

Staff Recommendation:
It is recommended that the Board of Trustees authorize the assistant superintendent, Business to accept Bids No.'s 2019-10, 2019-26 as complete, and authorize the filing of the notices of completion with the Office of the County Recorder.

13.25 ***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 VV]**

13.26 ***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 WW]

13.27 ***Donations***

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

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

Staff Recommendation:
It is recommended that the Board of Trustees ratify the reports April 26, 2022, through June 6, 2022. **[EXHIBITS YY and ZZ]**

13.29 ***Check Register/Warrants Report***

Staff Recommendation:
It is recommended that the Board of Trustees ratify the report April 26, 2022, through June 6, 2022. **[EXHIBIT AAA]**

13.30 **SUPPLEMENTAL INFORMATION**

13.30.1 ASB Fund, March 2022 **[EXHIBIT BBB]**

13.30.2 Cafeteria Fund, March 2022 **[EXHIBIT CCC]**

13.30.3 Enrollment, Month 9 **[EXHIBIT DDD]**

EDUCATIONAL SERVICES

13.31 ***Contract, Independent Psychoeducational Evaluation, Dr. Robin Morris***

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

Current Consideration:
The District received a request for an independent evaluation. In reviewing the information, the District determined that it was in the best interest of the student and the District to provide the independent evaluation and allow the Individualized Education Program team to consider the information.

Budget Implication:
The total cost for these services is not to exceed $5,200. (Special Education Funds)

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

13.32 ***Joint Powers Agreement, North Orange County ROP (NOCROP)***

Background Information:
North Orange County ROP (NOCROP) provides high school students with access to rigorous and relevant career technical education courses. Accredited by the Western Association of Schools and Colleges (WASC), NOCROP offers career technical education coursework and career readiness training to over 16,000 students in five school districts, including the District. NOCROP currently offers coursework in over a dozen Career and Technical Education pathways throughout the District.

Current Consideration:
North Orange County ROP would like to participate in a Joint Powers Agreement with the District in order to continue to provide Career and Technical Education coursework and career readiness training to District students during the 2022-23 year. Services will be provided July 1, 2022, through June 30, 2023. The agreement will be signed following Board approval.

Budget Implication:
The cost for these as-needed services is not to exceed $7,162,400. (General Fund and Career Technical Education Incentive Grant Funds)

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

13.33 ***Memorandum of Understanding (MOU), Career Technical Education Incentive Grant Consortium Application with North Orange County ROP (NOCROP)***

Background Information:
The Career and Technical Education Incentive Grant (CTEIG) is established as a state education, economic, and workforce development initiative with the goal of providing pupils in kindergarten through grade twelve, inclusive, with the knowledge and skills necessary to transition to employment and postsecondary education. The purpose of this program is to encourage and maintain the delivery of career technical education (CTE) programs per Education Code (EC) Sections 53070–53076.4. Districts may apply individually, as well as apply as a consortium with partner districts, as long as the total Average Daily Attendance (ADA) cited in each application does not exceed the total ADA of the districts applying for the grant.

Current Consideration:
The District has submitted an individual application for CTEIG, and would also like to participate in a consortium application submitted by North Orange County ROP in order to maximize potential funding from the grant. In order to receive a Grant Award Notification, NOCROP must have a MOU with the District. The purpose of this MOU is to establish a mutually beneficial relationship between the parties and to set forth the responsibilities of the parties as related to the implementation of the CTEIG program. Services will be provided July 1, 2021, through December 31, 2023.

Budget Implication:
There is no impact to the budget.

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

13.34 ***Agreement, School Health Corporation DBA Focused Fitness LLC, WELNET***

Background Information:
Focused Fitness provided training to the District physical education (P.E.) teachers during the three years of the Physical Education Program (PEP) grant from 2008 through 2011. During this time, Focused Fitness worked with the P.E. teachers in developing quality physical education lessons and a Districtwide curriculum guide. Since the PEP grant, the District has also maintained Focused Fitness' online WELNET software system to support the required State physical fitness testing and has continued to provide professional development for the PE/Health Department consolidation and curriculum alignment.

Current Consideration:
The WELNET online assessment tool records and analyzes individual student physical fitness testing results. To continue the recording and analysis of student physical fitness data, a renewal of the WELNET software system is needed. Services will be provided August 1, 2022, through July 31, 2023.

Budget Implication:
The total cost is not to exceed $1,500. (LCFF Funds)

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

13.35 ***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 20 gigabits per second (gbps), at no cost in the event CENIC is not funded. The contingency services cover July 1, 2022, through June 30, 2023.

Budget Implication:
There is no impact to the budget.

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

13.36 ***Agreement, Interactive Educational Services, Inc.***

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 the 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 and District staff access to update content. Services will be provided July 1, 2022, through June 30, 2023.

Budget Implication:
The total cost for these services is not to exceed $14,300. (General Fund)

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

13.37 ***Agreement, Cybersecurity Services, Orange County Superintendent of Schools (OCDE)***

Background Information:
On April 7, 2022, the Board of Trustees approved agreement number 10000989 with the Orange County Department of Education (OCDE) to provide network support and cybersecurity services.

Current Consideration:
In the intervening time, the District received approval for E-Rate funding to increase District internet bandwidth capacity from 10gpbs to 20gbps for both its data lines and firewall. The District requested OCDE upgrade its connection from 10gb to 40gb, which is the next largest upgrade from a connection standpoint. There is an annual impact of $9,000, which is reflected in the budget implication. Services will be provided July 1, 2022, through June 30, 2023.

Budget Implication:
The total cost for these services is not to exceed $21,600. (General Fund)

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

13.38 ***Order Form, Lucid Software Inc.***

Background Information:
The District purchased licensing to Lucid applications to augment the online learning experience for teachers and students. In 2020-21, teachers provided feedback on applications that will supplement the District's existing learning platforms. Lucid Software, Inc.'s applications, Lucidchart, Lucidpress and Lucidspark, provides teachers and students the ability to create diagrams, workflows, and other types of charts. They can also perform desktop publishing and whiteboarding functions. The tool meets communication, collaboration, creativity, and critical thinking aspects of our 5Cs.

Current Consideration:
During the 2021-22 year, the District reviewed application use by application analytics and staff feedback. Information was gathered from more than 600 employees, including 579 teachers to identify which applications to renew. The District is scaling back Lucid licensing and will continue to calibrate licensing levels for 2023-24 year and beyond. Services will be provided July 1, 2022, through June 30, 2023.

Budget Implication:
The total cost for these services is not to exceed $14,500. (General Fund)

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

13.39 ***Quote, Screencastify, LLC***

Background Information:
The District purchased Screencastify licensing to augment the online learning experience for teachers and students. In 2020-21, teachers provided feedback on applications that will supplement the District's existing learning platforms. Screencastify, provides teachers and students the ability record and edit videos on all our devices, including Chromebooks. The tool meets communication and creativity aspects of our 5Cs.

Current Consideration:
During the 2021-22 year, the District reviewed application use by application analytics and staff feedback. Information was gathered from more than 600 employees, including 579 teachers to identify which applications to renew. The District is shifting from WeVideo to Screencastify as its primary video recorder based on teacher feedback. Services will be provided July 1, 2022, through June 30, 2023.

Budget Implication:
The total cost for this service is not to exceed $23,958. (LCFF Funds)

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

13.40 ***Quote, WeVideo, Inc.***

Background Information:
The District 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 communication and creativity aspects of our 5Cs.

Current Consideration:
During the 2021-22 year, the District reviewed application use by application analytics and staff feedback. Information was gathered from more than 600 employees, including 579 teachers to identify which applications to renew. While the District is shifting from WeVideo to Screencastify as its primary video recorder based on teacher feedback, the District is scaling back licenses to pre-pandemic levels. Services will be provided July 1, 2022, through June 30, 2023.

Budget Implication:
The total cost for this service is not to exceed $14,772.96. (General Fund)

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

13.41 ***Order Form, Pear Deck, Inc.***

Background Information:
The District purchased Pear Deck 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. Pear Deck, 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 2021-22 year, the District reviewed application use by application analytics and staff feedback. Information was gathered from more than 600 employees, including 579 teachers to identify which applications to renew. The package also includes additional GoGuardian classroom management tools. Services will be provided July 1, 2022, through June 30, 2023.

Budget Implication:
The total cost for this service is not to exceed $137,404. (LCFF Funds)

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

13.42 ***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 2021-22 year, the District reviewed application use by application analytics and staff feedback. Information was gathered from more than 600 employees, including 579 teachers to identify which applications to renew. Services will be provided July 1, 2022, through June 30, 2023.

Budget Implication:
The total cost for this service is not to exceed $42,900. (LCFF Funds)

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

13.43 ***Quote, Notable, Inc.***

Background Information:
The District purchased Kami 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. Notable, Inc.'s application, Kami, provides teachers and students the ability to annotate documents via text, video, voice, and/or screen capture. The tool meets communication and collaboration aspects of our 5Cs.

Current Consideration:
During the 2021-22 year, the District reviewed application use by application analytics and staff feedback. Information was gathered from more than 600 employees, including 579 teachers to identify which applications to renew. Services will be provided July 31, 2022, through July 31, 2023.

Budget Implication:
The total cost for this service is not to exceed $62,000. (LCFF Funds)

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

13.44 ***Quote, Wallwisher, Inc. (dba Padlet)***

Background Information:
The District purchased Padlet 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. Padlet, 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 2021-22 year, the District reviewed application use by application analytics and staff feedback. Information was gathered from more than 600 employees, including 579 teachers to identify which applications to renew. Services will be provided August 15, 2022, through August 14, 2023.

Budget Implication:
The total cost for this service is not to exceed $12,000. (LCFF Funds)

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

13.45 ***Quote, Nearpod, Inc.***

Background Information:
The District 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 2021-22 year, the District reviewed application use by application analytics and staff feedback. Information was gathered from more than 600 employees, including 579 teachers to identify which applications to renew. This software is being renewed by twelve schools. Services will be provided July 1, 2022, through June 30, 2023.

Budget Implication:
The total cost for services is not to exceed $96,725.80. (Various Funds)

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

13.46 ***Operational Agreement, Orange County Gang Reduction Intervention Partnership (OC GRIP)***

Background Information:
The purpose of OC GRIP is to prevent at-risk minors in grades 4-8 from joining a criminal street gang and to promote opportunities, as well as education to help students make the right choices. OC GRIP works with the Orange County Probation Department, school districts, private businesses, nonprofit organizations, and faith-based groups. OC GRIP also works closely with Waymakers, a nonprofit organization that supports children, counsels families, and educates communities. Faith-based organizations, 400 private businesses, and community groups also partner with the program.

Current Consideration:
The District would like to continue to partner with OC GRIP by providing the requested funding for the Waymakers Case Manager. Waymakers case managers are critical to the success of OC GRIP. The case managers will assist the team in working with students and parents in addition to tracking their progress. They make weekly phone calls and in-person visits with each student and family through case management. They assist the team with goal identification and follow through with communication, education, resources, and documentation. Services will be provided July 1, 2022, through June 30, 2023.

Budget Implication:
The total cost for these services is not to exceed $16,194.66. All funds will be allocated to their case manager or case managers in their agreed upon amount. (LCFF Funds)

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

13.47 ***Educational Consulting Agreement, Royale Management Group, LLC/Wheels of Freestyle, Inc.***

Background Information:
The District became the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant between Anaheim Elementary School District and the District, in the amount of $1.68 million for a three-year term 2020-23 that was approved by the Board on September 15, 2020. The grant is targeted for grades 6-12 and mandates that curriculum, specific to the appropriate grade levels, is taught at participating schools, including 24 AESD elementary sites and all District comprehensive schools, as well as Gilbert and Polaris high schools. In addition, youth development activities related to tobacco and e-cigarette cessation and prevention are expected by each participating school, as well as ongoing

prevention education for staff, students, and parents. Student assemblies will enhance the TUPE curriculum, as well as provide students with real world experiences and information related to overall goals of the TUPE program.

Current Consideration:
Royale Management Group, LLC/Wheels of Freestyle, Inc., an experienced and highly regarded TUPE consultant, will provide presentations to students at four junior high schools and two high school sites with two assembly sessions at each site; Ball, Dale, Lexington, and Sycamore junior high schools, in addition to Gilbert and Magnolia high schools. The program is anti-tobacco themed with professional Bicycle Motocross (BMX) riders. The program focuses on encouraging students to find something they love to do and concentrate on the personal fulfillment they can gain, instead of choosing to engage in negative behaviors such as tobacco, alcohol, and drug use. The BMX extreme sports athletes use an X Games-like show with exhilarating tricks to keep attention and emphasize what you can do if you stay tobacco-free, while instilling self-confidence and positive values. Services are being provided May 6, 2022, through May 26, 2023.

Budget Implication:
The total cost for services is not to exceed $11,164. (TUPE Grant Funds)

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

13.48 ***Agreement, Orange County Department of Education (OCDE), Friday Night Live***

Background Information:
Friday Night Live is a high school program and Club Live is a junior high school program. These school-based programs implement student activities that focus on alcohol and other drug prevention services. The Orange County Superintendent of Schools' agreement provides the District with funding to pay stipends to school advisors for supporting the programs.

Current Consideration:
Orange County Superintendent of Schools' will provide transportation reimbursement for students and advisors participating in the Orange County Friday Night Live Chapter Recognition Ceremony. Services are being provided April 1, 2022, through June 30, 2022.

Budget Implication:
The total cost is not to exceed $1,500, to be reimbursed through the Orange County Superintendent of Schools. (Grant Funds)

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

13.49 ***Educational Consulting Agreement, Illumination Institute***

Background Information:
Illumination Institute is a nonprofit organization that promotes self-awareness, stress management, and improved concentration through mindfulness techniques. The institute was founded to help make mindfulness practices accessible to everyone, with a long-term vision of improving people's happiness and overall well-being. The institute has developed

open-sourced, simple, and practical mindfulness exercises designed to benefit people of all ages and backgrounds. 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 trainings are unique to the specific educational partner and helps 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. In addition, online resources will be provided for teachers, staff, students, and parents. Services will be provided June 17, 2022, through June 30, 2023.

Budget Implication:
The total cost for these services is not to exceed $59,000. (LCFF Funds)

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

13.50 ***Memorandum of Understanding (MOU), Beacon of Light (BOL)***

Background Information:
Beacon of Light (BOL), based out of Orange County, is a 501(c)(3) organization with more than twenty years of experience providing education on positive youth development, risk avoidance education, protective factors, as well as optimal health for vulnerable youth and their families in Orange County. BOL is one of the oldest organizations in Orange County that provides primary prevention education related to sexual health and is recognized in the community as such a provider. BOL speaks about such prevention to a wide range of community organizations and schools while working with other community organizations to build a network of resources. BOL has been providing guest speakers to health classes in the District for over five years.

Current Consideration:
This MOU is a follow-up to the previous MOU entered on December 10, 2019, which was postponed due to COVID-19. Since March of 2020, they have retooled the curriculum to adjust to the changing instructional needs of the classroom (in-person and online). BOL will pilot the Check the Facts (CTF) 10-day curriculum using their re-tooled delivery model of training and equipping District teachers who want to participate in instructing their pupils. The curriculum is a non-biased, evidence-informed sexual health education curriculum legally certified as compliant with the California Healthy Youth Act that will assist in providing youth with education on pregnancy prevention, HIV/STD, and other California state-compliant topics, as well as protective factors and optimal health. Services will be provided August 1, 2022, through August 1, 2024.

Budget Implication:
There is no impact to the budget.

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

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

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

Current Consideration:
An agreement with NOCCCD, through Cypress College and Fullerton College, was approved on June 17, 2021, to offer dual enrollment courses at the following school sites: Anaheim, Cypress, Gilbert, Katella, Kennedy, Loara, Magnolia, Polaris, Savanna, and Western high schools, as well as Oxford Academy and Cambridge Virtual Academy. An amendment is necessary to include additional courses. All other terms of the agreement remain intact. The amended agreement will be signed following Board approval.

Budget Implication:
There is no impact to the budget.

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

13.52 ***Educational Consulting Agreement, TGR Foundation, A Tiger Woods Charity***

Background Information:
The TGR Foundation, through the TGR Learning Lab, has been a valued partner in our District since 2006. Their vision of empowering students to pursue their passion through education has inspired many students to continue with higher education. TGR Foundation believes that positive youth development and quality education go hand in hand. The TGR Learning Lab has strived to not only offer students unique learning experiences in STEM and enrichment programs in college access, but also serve as an environment where kids can recognize their potential and create positive change for themselves, their families and their communities. For 25 years, TGR Learning Lab programs have strived to ensure that underserved students are given access and opportunity to build a meaningful, impactful career, and life. TGR Foundation has reached two million youth worldwide through their education and outreach programs.

Current Consideration:
The TGR Foundation will provide professional learning courses on inquiry strategies to teachers at Dale, Orangeview, Sycamore, and Walker junior high schools. Schools were selected due to the Exclusive Career and Technical Education (CTE) Pathways at the feeder high schools. In addition to professional learning, teachers will receive micro-credentials for each course completed demonstrating their competency in the topic, which will also lead to an inquiry certificate. After sequential completion of the professional learning courses, teachers will complete an independent project to incorporate inquiry strategies into their existing District curriculum. Finally, the TGR Foundation staff will develop two bridge curricula aligned with feeder schools CTE pathways, as well as enhancement of two TGR Learning Lab's Expanded classes that are aligned with District's CTE pathways. Services will be provided August 1, 2022, through December 31, 2023.

Budget Implication:
The total cost for these services is not to exceed $30,570. (LCFF Funds)

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

13.53 ***AIME Program Agreement for Affiliation with Business Partners***

Background Information:
Anaheim's Innovative Mentoring Experience (AIME) is a District program, which provides mentoring and internships to AUHSD students from a variety of business, corporate, and community partners. AUHSD 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 are being provided May 6, 2022, through May 5, 2025.

13.53.1 Caterina's Club **[EXHIBIT AAAA]**
13.53.2 AT Solutions Group, LLC **[EXHIBIT BBBB]**

Budget Implication:
There is no impact to the budget.

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

13.54 ***Educational Consulting Agreement, Youth Engage, LLC***

Background Information:
Brian Brady, founder and president of Youth Engage, LLC, has 30 years of experience working in nonprofit leadership, youth civic engagement, and youth development. His expertise is in nonprofits, schools, and how to help cities and communities improve their youth engagement models. Brian has deep-rooted program development experience in Chicago and successfully scaled the Mikva Challenge program model to over twenty cities. In addition, Brian has secured multimillion dollar grants from the Bezos Family Foundation, the Gates Foundation, the Ford Foundation, and Facebook to drive national scaling strategies.

Schools and communities need to find powerful yet cost-effective strategies to drive improvement. Fostering youth voice and development, 21st Century skill-building, and civic engagement is precisely that–a high impact and low-cost intervention. Research shows that harnessing the power of youth voice, 21st Century skills, and civic engagement will improve schools and communities in multiple areas including: equity and inclusion, student engagement and achievement, school culture and safety, college and workforce readiness, as well as community engagement.

Current Consideration:
Youth Engage, LLC will help design, market and launch the AUHSD Career Preparedness Systems Framework (CPSF) Learning Hub. Youth Engage, LLC will create case statements,

marketing materials and a proposal for the CPSF Lab in partnership with the District leadership team. This project will seek funding from foundations and corporate donors, as well as highlight the innovation and success of the CPSF framework throughout the state and country. Services will be provided June 17, 2022, through June 30, 2023.

Budget Implication:
The cost of services is not to exceed $45,000. (General Fund)

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

13.55 ***Agreement, Capturing Kids' Hearts, The Flippen Group***

Background Information:
Founded in 1990 by educator, psychotherapist, and New York Times® best-selling author, Flip Flippen, The Flippen Group has become one of the fastest growing professional development organizations in the world. They combine their passion for people with scientific research to build teams and individuals into models of achievement. Their research-based tools and processes combined with expert coaching and training have brought transformation to many of the most respected school districts, Fortune 500 companies, governments, sports teams, and nonprofit corporations in the world. Their mission: Building relationships and processes that bring out the best in people.

Current Consideration:
The Flippen Group will provide five Capturing Kids' Hearts sessions to District school sites. Services will be provided for up to 50 staff members in each session. The sessions will be scheduled in the summer and fall of 2022. The agreement will be signed following Board approval.

Budget Implication:
The total cost for the four sessions is not to exceed $114,600. (Educator Effectiveness Funds)

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

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

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

Current Consideration:
Garden Grove Unified School District (GGUSD) has requested to enter into a memorandum of understanding (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 11, 2021, through June 30, 2022.

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

Staff Recommendation:
It is recommended that the Board of Trustees ratify the MOU between the District and GGUSD. **[EXHIBIT EEEE]**

13.57 ***Agreement, Orange County Superintendent of Schools and Orange County Health Care Agency (OCHCA)***

Background Information:
Following the legislative changes that shifted responsibility for providing educationally related mental health services to school districts, the Orange County Department of Education (OCDE) and OCHCA negotiated an agreement that allowed school districts to contract with OCHCA to provide educationally-related mental health services to students with special needs. Since the 2012-13 year, Proposition 63 funds that had been allocated to OCHCA for mental health services were allocated directly to school districts to provide such services.

Current consideration:
Due to the unique nature of providing direct mental health services, the District intends to continue to use the expertise of OCHCA to provide mental health services for the 2022-23 year. Services will be provided July 1, 2022, through June 30, 2023.

Budget Implication:
Funding for mental health services that were previously provided to OCHCA are now being provided directly to the District. Mental health funds have been budgeted by the District to offset these costs. (Special Education Funds)

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

13.58 ***Instructional Materials Submitted for Adoption***

The Instructional Materials Review Committee has recommended the selected materials for courses in career technical education, English language arts, social science, and world languages courses. The books have been made available for public view.

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

13.59 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in display, for courses in career technical education, English language arts, social sciences, and world languages. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees will be

requested to consider adoption of the materials following the end of the period of public display, June 17, 2022, through July 14, 2022.

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

13.60 ***California Interscholastic Federation (CIF) League 2022-23 List***

Background Information:
CIF is the governing body for high school sports in the state of California. Every year, CIF requires school districts to submit a list of principals as designated representatives to CIF leagues.

Current Consideration:
This yearly action is required of all governing boards by Education Code Section 33353(a)(1), and is due to the CIF administrative offices by July 1, 2022. Designated board representatives to CIF leagues are the only individuals that will be voting on issues at league and section levels, which impact high school athletics. Without this action, CIF is required to suspend voting privileges for the affected schools.

Budget Implication:
There is no impact to the budget.

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

13.61 ***Field Trip Report***

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

HUMAN RESOURCES

13.62 ***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, 2022, through June 30, 2023. 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 KKKK]**

13.63 ***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, 2022, through June 30, 2023, on an as-needed basis. The agreement will be signed following Board approval.

Budget Implication:
The total cost is not to exceed $215,000. (General Fund)

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

13.64 ***Agreement, Healthy Adventures Foundation***

Background Information:
The Well Done! Wellness Program assists employees and their families by providing programs and services that support healthy choices at home and in the workplace. Healthy Adventures Foundation is a nonprofit organization that provides wellness programming for companies, specifically with nonprofit, education, and government organizations in Southern California. Healthy Adventures provides highly skilled staff with verified experience and expertise to support program implementation, as well as create a more robust offering of services to employees, thereby increasing opportunities for employees to make healthier choices. Additionally, partnering with Healthy Adventures relieves the District of liability in selecting individual instructors and service providers.

Current Consideration:
Healthy Adventures Foundation services include biometrics screenings, health coaching, online portal for wellness initiatives, and wellness challenges, as well as staffing for onsite fitness classes, healthy cooking workshops, other onsite workshops and/or seminars, as well as wellness program consulting. Services will be provided July 1, 2022, through June 30, 2025. The agreement will be signed following Board approval.

Budget Implication:
The total cost per year is not to exceed $70,000. (Wellness Funds)

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

13.65 ***2021-22 Employee Salary Schedules***

Background Information:
The California Public Employees' Retirement System (CalPERS) requires the Board of Trustees to formally approve classified salary schedules, along with any subsequent

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

Current Consideration:
Adopt modifications to the salary schedules for Administration and Contracted employee groups.

The proposed modification includes the following:

-Administration: Addition of Executive Director of Educational Services and Salary Range 42 based on appointment at the Board of Trustees' meeting on March 3, 2022.
-Contracted: Rate increase for the Superintendent based on approval of item 10.12 at the Board of Trustees' meeting on May 5, 2022.

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

Staff Recommendation:
It is recommended that the Board of Trustees adopt the salary schedules for Administration and Contracted employee groups as submitted. **[EXHIBIT NNNN]**

13.66 ***Agreement, Cerritos Community College***

Background Information:
The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable professional experiences. This agreement provides the opportunity for Cerritos Community College speech pathology assistant interns to provide supervised support services to District students and staff. The District has had an agreement with Cerritos Community College since 2010.

Current Consideration:
The agreement with Cerritos Community College is a renewal of an existing agreement that provides clinical training in the area of speech pathology assistant. University students will meet with District clinical supervisors (speech language pathologists) at the intern's assigned school site to be involved in the student's preparation for speech language pathology. This agreement provides opportunities for the student to observe, participate, and assist in the District's speech language pathology program. Clinical supervisors will model to the student effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. Additionally, professional attire, development, and conduct will be reviewed. The agreement will be effective June 17, 2022, through June 16, 2027. Due to the university's policy for entering into agreements, this agreement will be signed following approval by the AUHSD Board of Trustees.

Budget Implication:
There is no impact to the budget.

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

13.67 ***2021-22 Williams Settlement Legislation Review Report***

Background Information:
The Orange County Department of Education (OCDE) conducts a semi-annual review of decile 1-3 schools based on the 2012 Academic Performance Index and school sites participating in the Quality Education Investment Act (QEIA) program to ensure compliance with Williams Settlement Legislation requirements. This process is conducted in addition to the District's submission of Williams Uniform Complaints reports, which summarize all complaints relative to the sufficiency of textbooks and instructional materials, maintenance of facilities, accuracy of data reported on School Accountability Report Cards (SARC), and compliance with teacher assignments.

Current Consideration:
According to Education Code Section 1240(2)(H), the findings of the review by OCDE must be publicly shared with the Board of Trustees. The reports, as provided, indicate any deficiencies during the 2021-22 year, which were reported to school administrators for remediation.

Budget Implication:
There is no impact to the budget.

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

13.68 ***Certificated Personnel Report***

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

13.69 ***Classified Personnel Report***

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

SUPERINTENDENT'S OFFICE

13.70 ***Public Disclosure of Employment Agreements with Assistant Superintendents and District Counsel***

Background Information:
On May 5, 2022, the Board of Trustees approved the employment agreements with the assistant superintendents of Educational Services, Human Resources, and Business Services; and District counsel, extending the agreements through June 30, 2026, and a 3.5 percent increase to salary and tax-sheltered annuity retroactive to July 1, 2021, for:

1. Jaron Fried, Ed.D., Assistant Superintendent, Educational Services; **[EXHIBIT SSSS]**
2. Brad Jackson, Assistant Superintendent, Human Resources; **[EXHIBIT TTTT]**
3. Nancy C. Nien, Ph.D., Assistant Superintendent, Business Services; **[EXHIBIT UUUU]**
4. Karl H. Widell, District Counsel; **[EXHIBIT VVVV]**

Current Consideration:
This item is to publicly disclose the employment agreement with the Assistant Superintendents and District Counsel.

Budget Implication:
There is no impact to the budget.

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

13.71 ***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, 2022, through June 30, 2024, 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 WWWW]**

13.72 ***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 2022-23 year is not to exceed $250. (General Fund)

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

13.73 ***Conferences and/or Meetings, NCCEP/Region One***

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

NCCEP/Region One, June 13-14, 2022, McAllen, TX, at a cost not to exceed $1,300. NCCEP will reimburse all travel costs. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees ratify the superintendent's attendance to the conference.

13.74 ***Conferences and/or Meetings, CSBA Delegate Assembly***

It is recommended that the Board of Trustees ratify the attendance to the following conference for Trustee Annemarie Randle-Trejo with payment of necessary expenses (registration, travel, hotel, parking, taxi, etc.)

2022 California School Boards Association (CSBA) Delegate Assembly, May 21, 2022, through May 22, 2022, Sacramento, CA, at a cost not to exceed $1,200. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees ratify Trustee Annemarie Randle-Trejo's attendance to the conference with payment of necessary expenses.

13.75 ***Conferences and/or Meetings, 2022 NCCEP/GEAR UP Annual Conference***

At the March 3, 2022, Board of Trustees' meeting, the Trustees approved the attendance to the following conference for the Superintendent and Board members, at a cost not to exceed $1,900. Due to the rising cost of airfare and hotel stay, it is requested that the Board approve the following increase of payment of necessary expenses (registration, travel, hotel, parking, taxi, etc.)

2022 NCCEP/GEAR UP Annual Conference, July 17, 2022, through July 20, 2022, Washington, D.C., at a cost not to exceed $2,700. Registration costs will be paid by GEAR UP. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the increase of necessary expenses to attend the conference.

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

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

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

16. **ADVANCE PLANNING**

INFORMATION ITEM

16.1 ***Future Meeting Dates***

The next meeting of the Board of Trustees will be held on Thursday, July 14, 2022, at 6:00 p.m.

Thursday, August 11
Tuesday, September 13
Thursday, October 13
Thursday, November 17
Tuesday, December 13

16.2 ***Suggested Agenda Items***

17. **ADJOURNMENT** ***ACTION ITEM***

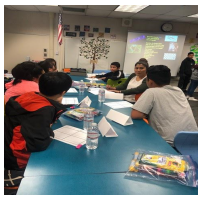
In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Monday, June 13, 2022.

EXHIBIT A, Facilities Master Plan, is included as a separate attachment.

EXHIBIT B

UNLIMITED YOU
ANAHEIM UNION HIGH SCHOOL DISTRICT

2022
AUHSD
Plurilingual Master Plan
A Living Document













Anaheim Union High School District Plurilingual Master Plan

BOARD OF TRUSTEES MEMBERS
Al Jabbar, President
Brian O'Neal, Clerk
Katherine H. Smith, Assistant Clerk
Annemarie Randle-Trejo, Member
Anna L. Piercy, Member

SUPERINTENDENT
Mr. Michael Matsuda

ASSISTANT SUPERINTENDENT, EDUCATIONAL SERVICES
Dr. Jaron Fried

CHIEF ACADEMIC OFFICER
Mr. Manuel Colón

DIRECTOR, PLURILINGUAL SERVICES
Dr. Renae Bryant

COORDINATOR, PROFESSIONAL LEARNING
Mrs. Diana Fujimoto

LANGUAGE PROGRAM TECHNICIAN
Mrs. Claudia Mercado

SENIOR ADMINISTRATIVE ASSISTANT
Mrs. Laura Rodriguez

Message from Anaheim Union High School District Board of Trustees President Al Jabbar

Dear Anaheim Union High School District Scholars, Staff, Families, and Community,

We are proud to introduce the Anaheim Union High School District Plurilingual Master Plan. Grounded in the four principles of the English Learner Road Map, Anaheim Union High School District is proud of the innovative work we do to: 1) create assets-oriented and needs responsive schools, 2) support programs and practices that provide intellectual rigor and meaningful access for plurilingual scholars (ELs), 3) ensure systemwide conditions to support implementation and 4) align and articulate practices actress the system. This new plan illustrates the emphasis on preparing scholars for the future workforce by focusing on youth voice and purpose, technical and career pathway skills and 21st skills. It also reflects our commitment to ensure all scholars are graduating plurilingual and earning the Seal of Biliteracy and Seal of Civic Engagement through their work here. By demonstrating this plurilingualism and pluriliteracy these scholars will have a competitive advantage to meet the workforce needs of the global economy and community.

-Al Jabbar, President, AUHSD Board of Trustees



Message from Michael Matsuda, Anaheim Union High School District Superintendent

Dear Anaheim Union High School District Family,

As a leader, advocate and innovator in the field, Anaheim Union High School District is proud to present the Plurilingual Master Plan. This plan values the assets our scholars bring while empowering them to become plurilingual and pluriliterate, with the goal of earning the Seal of Biliteracy and Seal of Civic Engagement upon graduation. The Anaheim Union High School District Career Preparedness Systems Framework (CPSF) focuses on student agency, youth voice and purpose, technical skills, and 21st Century skills. Plurilingualism is essential as we prepare our scholars for careers which do not yet exist and to flourish in our global economy. This Plurilingual Master Plan provides the systems, structures and support to ensure we meet this goal.

Sincerely,
Michael Matsuda,
Superintendent, Anaheim Union High School District



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.

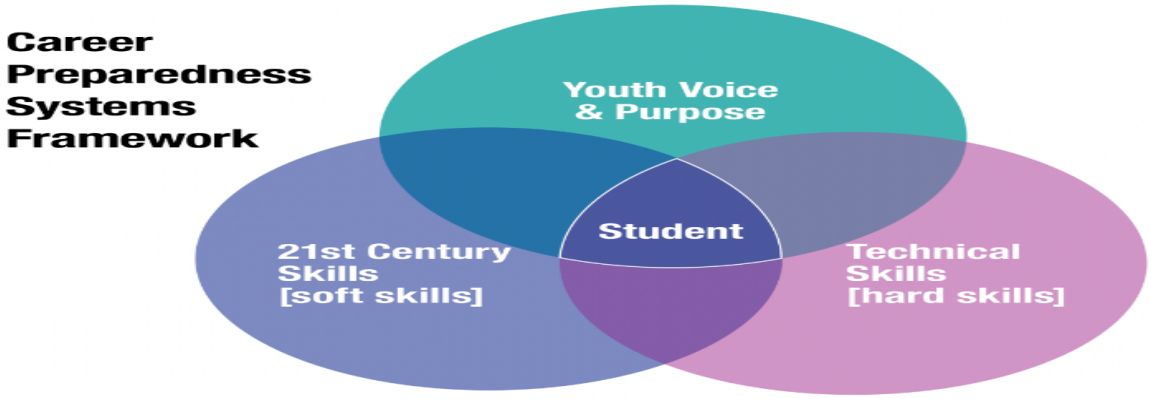
AUHSD Core Values

We believe...

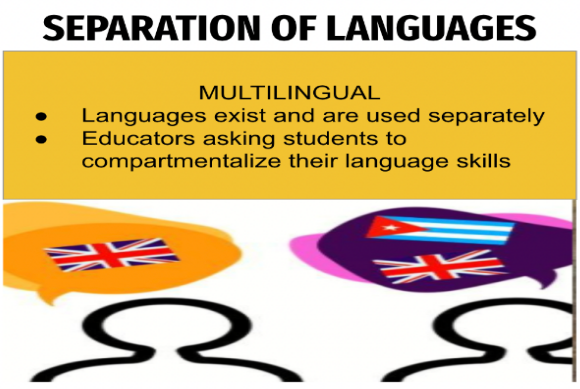
1. In and model the 5 Cs: collaboration, creativity, critical thinking, communication, and compassion
2. That education must work for students and not the other way around.
3. In an assets-based instructional approach focused on our community's strengths and in nurturing everyone's potential
4. In moving the needle toward equity and justice
5. That our vision, mission, and core values are delivered primarily through instruction.
6. In systems not silos
7. Public schools should enhance and strengthen democracy through cultivation of student voice and problem solving

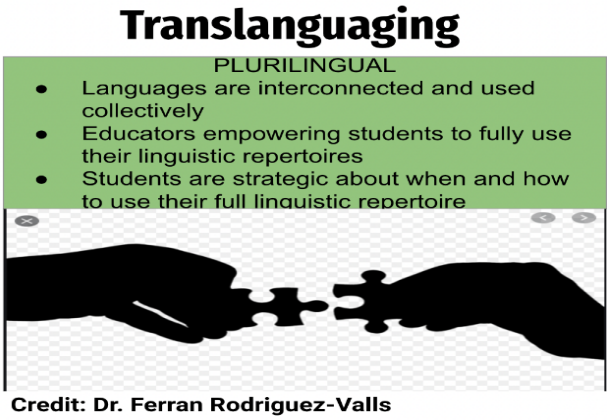
Acknowledgements

We thank our Board of Trustees and Superintendent Michael Matsuda for always prioritizing an equity-focused vision for all of our scholars which centers youth voice and purpose, 21st Century Skills, and technical skills. In doing so we prepare our scholars for those careers which do not yet exist. We thank our scholars, families, guardians, staff and community for supporting our Anaheim Union High School District vision of plurilingualism for all. Special thanks to our 5,000+ plurilingual scholars/English learners, our close to 29,000 plurilingual scholars taking World Language Courses or Dual Language Immersion, and the families who bring over 60 different languages, which we view as assets, to our district. Thank you for claiming agency and being agents of positive change in our district and communities.



Plurilingualism





Credit: Dr. Ferran Rodriguez-Valls

Introduction: Why a “Plurilingual” Master Plan?

The AUHSD Plurilingual/English Learner (EL) Master Plan has been revised and written to comply with Federal Program Monitoring (FPM) guidelines and requirements. This version reflects the district’s current practices for the 2021-22 school year and will be updated on an annual basis. The guidelines set forth by the FPM in the English Learner Program Instrument, *English Learner Road Map*, *Radically Inclusive Teaching with newcomer and Emergent Plurilingual Students Braving Up* book, Center for Applied Linguistics’ *Guiding Principles for Dual Language Education* and Loyola Marymount University’s December 2021 *English Learner Master Plan Playbook: Developing Equitable Local Policies for Multilingual and English Learner Students* report guided this version. The common goals for plurilingual scholars, English learners at AUHSD are: 1. PL/ELs acquire full proficiency in English as rapidly and effectively as possible. (20 USC 1703[f], 6893; EC 300[f]; 5 CCR 11302[a]) 2. PL/ELs meet state standards for academic achievement (20 USC 1703[f], 6812, 6892; 5 CCR 11302 [b]; Castañeda v. Pickard [5th Cir.1981] 648 F. 2d989) 3. Honor Cultural Heritage. ELA/ELD Framework and the EL Roadmap. The primary intended audience is AUHSD leadership, teachers, staff, and ELAC/DELAC members. However, it is a public document and we encourage our scholars, families and broader community to read it and provide feedback. It is a living document with the intention of being updated whenever necessary.



Figure Credit: ENGLISH LEARNER MASTER PLAN PLAYBOOK – CENTER FOR EQUITY FOR ENGLISH LEARNERS

The following people contributed to the AUHSD Plurilingual Master Plan:

Alison Bruner
Alison Le
Amber Houston
Amie Cuellar
Anabertha Ruiz
Blair Nelson
Bri Nichols
Britza Mendoza
Carlitos Hernandez
Casey Lang
Chinh Nguyen
Cindy Ponce
Cintya Felix, Ambassador
Claudia Mercado
Cory Kretz
Cristina Pittman
Cynthia Lungren
Cynthia Lungren
Daphne True
David Brutus
Debbie Pham
Demitrio Nava
Derek Rae
Diana Fujimoto
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Dr. Paula Case
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Kristy Takacs
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Laura Gray
Laura Rodriguez
Laurie Manville
Liliana Bataz
Lizbeth Vazquez
Lorena Stout
Louie LeMonnier
Lulu Suarez
Maria Alejandra Barboza
Marina Wetrosky
Martha Salcedo
Mary Jo Durkin
Michele Diaz
Mindy Lorton
Monica Navarro
Nabil Slim
Nancy Cortez
Natalie Saldivar
Natividad Vasquez
Odette Apollo
Oscar Ramirez
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Veronica Cabrera
Vy Hoang
Wendy Criner
Yamila Castro



Anaheim Union High School District (AUHSD)
PLURILINGUAL MASTER PLAN

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Chapter 2: Identification and Reclassification

Chapter 3: Family and Community Engagement & Empowerment

Chapter 4: Effective Instruction for Plurilingual Scholars/English Learners

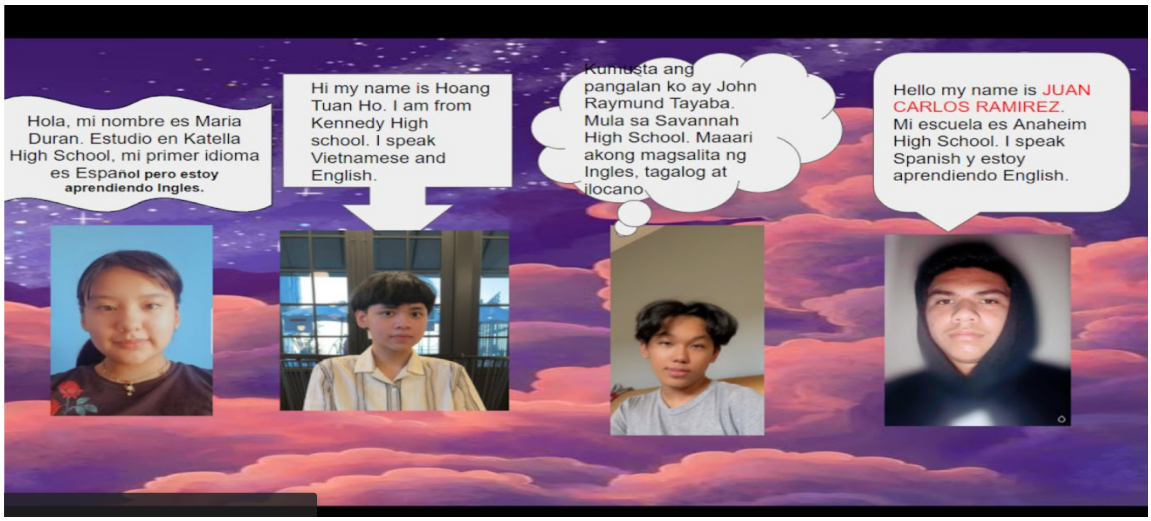
Chapter 5: Inclusive Understanding of Languaging (IUL)

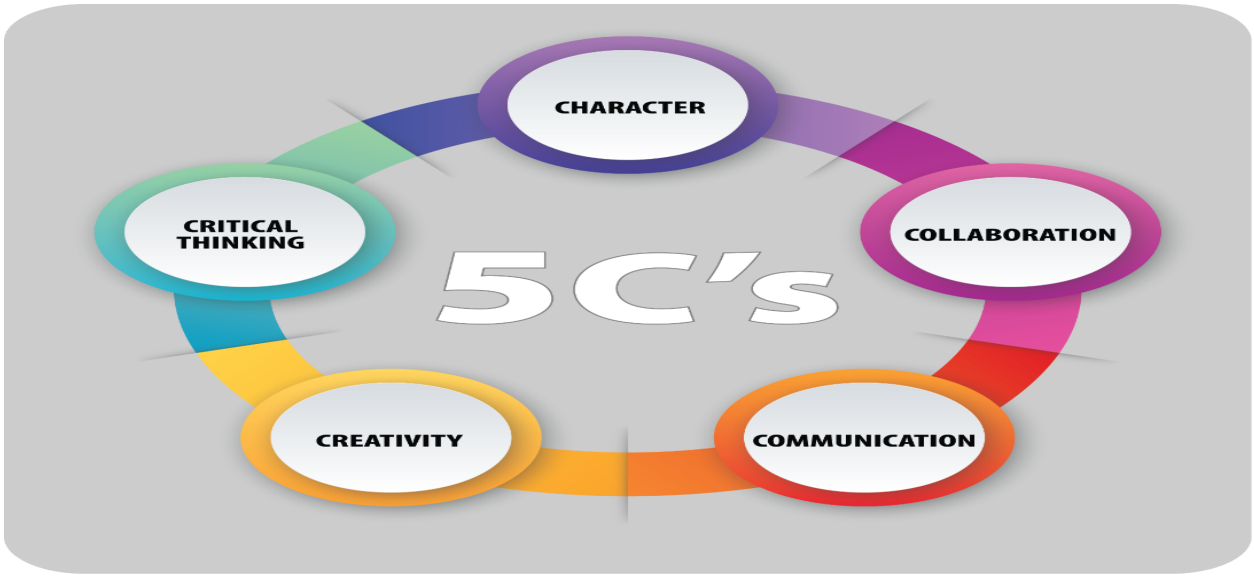
Chapter 6: Professional Learning and Leadership Development

Chapter 7: Ensuring Effective Practices: Program Evaluation, Monitoring, and Accountability

Chapter 8: Sample Pathways and Programs

Appendices




CHARACTER
CRITICAL THINKING
COLLABORATION
5C's
CREATIVITY
COMMUNICATION

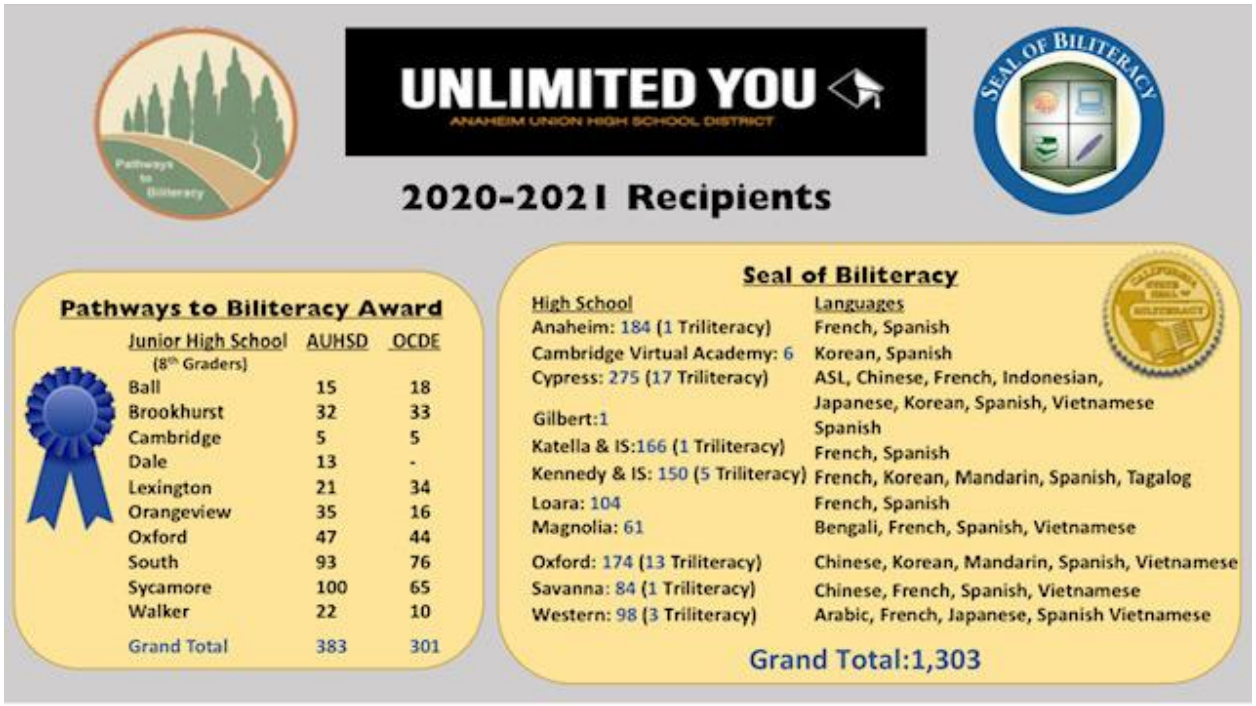

UNLIMITED YOU
ANAHEIM UNION HIGH SCHOOL DISTRICT
1,303 Seal of Biliteracy Awards Earned in 2021 in 12 Languages
CSBA
GoldenBell
AWARDS

UNLIMITED YOU

ANAHEIM UNION HIGH SCHOOL DISTRICT

English Learners (EL) Taskforce LCAP Recommendations

1. English Learner site team meets monthly to progress monitor and review placement and course enrollment of each English Learner. (LCAP)
2. Teachers will integrate ELD Standards into all content areas. (LCAP)
3. Provide specific professional learning to build the capacity of staff to serve the needs of ELs and their families. (LCAP)
4. Increase digital literacy and digital access of ELs. (LCAP)
5. Ongoing communication with EL families, especially phone calls to families with students in ELD 1 and ELD 2.
6. English Learner parent conferences in the 7-8th grade to review ELPAC bands, supports available at site for ELs, 6-year plan. (LCAP)
7. Individual English Learner parent conferences in 9th and 10th grade for students who are below 2.0 academic GPA. (LCAP)
8. EL site team needs to review EL student transcripts annually. (LCAP)
9. Establish JHS to HS transition meeting with EL site teams to ensure appropriate placement. (LCAP)
10. Targeted Saturday Academy, after school seminars/tutoring/activities, and summer bridge programs for EL. (LCAP)
11. EL summer options for 7th and 8th grade students. (LCAP)
12. Expand access and enrollment in Spanish for Spanish speakers courses to build bi-literacy skills for EL students. (LCAP)
13. District-wide agreed upon EL best practices, such as: (LCAP)
    a. classroom instruction includes collaboration.
    b. intentional lesson design allows EL students to speak approximately 30% of the period.
    c. EL students are given an opportunity to write daily.
    d. Monitoring student learning and adjusting instruction while teaching.


UNLIMITED YOU
ANAHEIM UNION HIGH SCHOOL DISTRICT
2020-2021 Recipients
Pathways to Biliteracy Award
Junior High School (8th Graders) AUHSD OCDE
Ball 15 18
Brookhurst 32 33
Cambridge 5 5
Dale 13 -
Lexington 21 34
Orangeview 35 16
Oxford 47 44
South 93 76
Sycamore 100 65
Walker 22 10
Grand Total 383 301
Seal of Biliteracy
High School
Anaheim: 184 (1 Triliteracy)
Cambridge Virtual Academy: 6
Cypress: 275 (17 Triliteracy)
Gilbert:1
Katella & IS:166 (1 Triliteracy)
Kennedy & IS: 150 (5 Triliteracy)
Loara: 104
Magnolia: 61
Oxford: 174 (13 Triliteracy)
Savanna: 84 (1 Triliteracy)
Western: 98 (3 Triliteracy)
Languages
French, Spanish
Korean, Spanish
ASL, Chinese, French, Indonesian, Japanese, Korean, Spanish, Vietnamese
Spanish
French, Spanish
French, Korean, Mandarin, Spanish, Tagalog
French, Spanish
Bengali, French, Spanish, Vietnamese
Chinese, Korean, Mandarin, Spanish, Vietnamese
Chinese, French, Spanish, Vietnamese
Arabic, French, Japanese, Spanish Vietnamese
Grand Total:1,303


Congratulations
AUHSD
Anaheim Union
High School District
DUAL LANGUAGE
ACADEMY
Lynne Aoki Multiple Pathways District Recognition
Award Recipient
CALIFORNIANS
TOGETHER



Chapter 1

Asset-based Instructional Programs for Plurilingual Scholars/English Learners

Setting the Context 2017-2022

Anaheim Union High School District (AUHSD) is made up of asset-oriented and needs-responsive staff and schools. We consider the cultures and languages English Learners/Emergent Bilinguals bring to school with them to be assets. The District is focused on and dedicated to culturally responsive pedagogy and multilingualism for all students. Our staff know students by name, needs, assets and story to recognize the strengths, identities and social emotional support and development of all English learner, emergent bilingual and multilingual students. AUHSD instruction, curriculum and programs are tailored toward each individual student to promote the learning for each individual. With this AUHSD Plurilingual Master Plan Board of Trustees adoption, we formally adopt the English Learner Road Map as policy. We rolled out the EL Road Map in summer of 2018, building the capacity of our Site Leadership Team around the new California Department of Education policy. We then aligned our EL Task Force (now Plurilingual Task Force) recommendations around the four principles: 1) create assets-oriented and student responsive schools, 2) support programs and practices that provide intellectual rigor and meaningful access for ELs, 3) ensure system wide conditions to support implementation, and 4) align and articulate practices actress the system. The 2021 *English Learner Master Plan Playbook: Developing Equitable Local Policies for Multilingual and English Learner Students* was used to develop this plan.

The EL Task Force formed in 2017 and wrote EL Task Force Recommendations in consultation with Shelly Spiegel-Coleman, Strategic Advisor of Californians Together, after doing extensive transcript reviews for English learners. The recommendations have been updated yearly since then.This was the beginning of site EL Task Force District and site teams as well. The District EL Task Force meets monthly. The site EL Task Force teams meet monthly. The District EL Task Force meets with each site twice a year. Key EL Task Force recommendations focus on listening, speaking, reading, writing, integrated and designated ELD, monitoring, parent conferencing, as well as the 5Cs were included. The District EL Task Force meets with each site two times a year (fall and spring). We bring multiple data points and discuss celebrations in the data, opportunities, and their own unique site EL TF plan to further the access, equity, opportunity and success of our multilingual students.

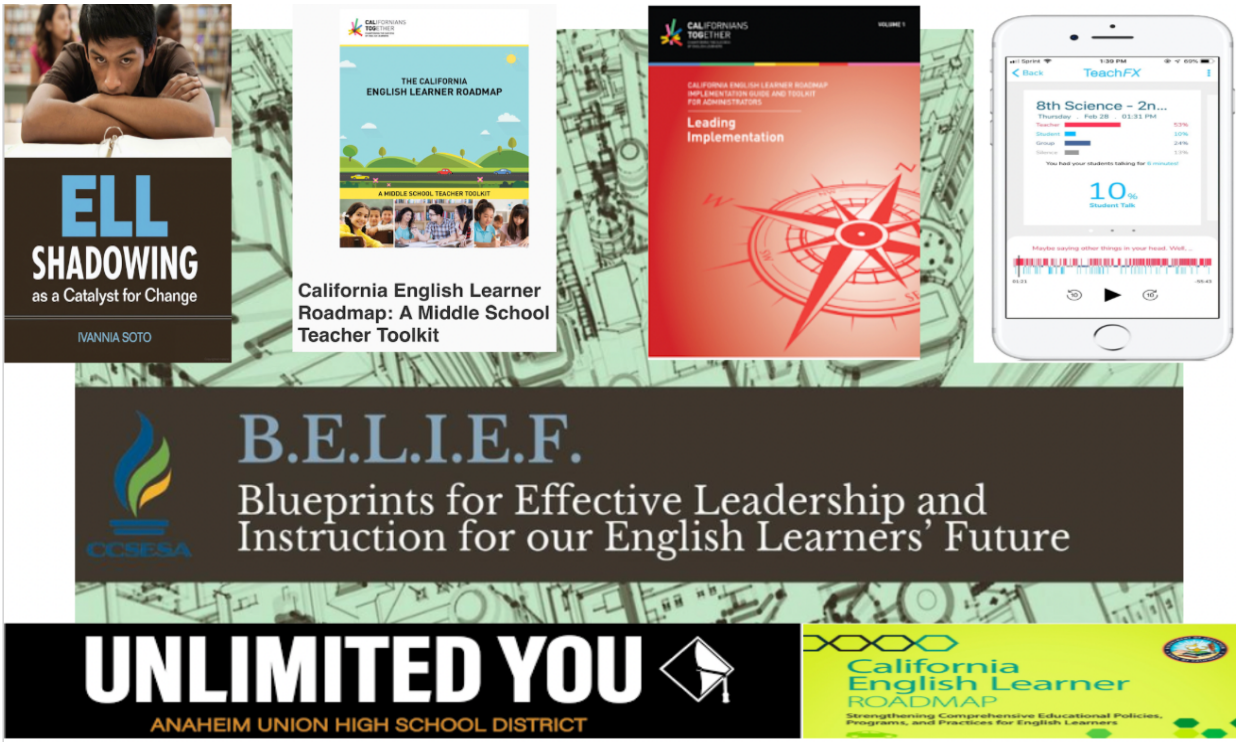
In fall of 2017 we facilitated the BELIEF Modules with District and site leadership to further build leadership capacity in EL typology, integrated and designated ELD, supports and monitoring. These modules were facilitated at principal, AP, Curriculum Specialist and Lesson Design coaches meetings.

In the summer of 2018, we introduced the EL Road Map policy and EL Shadowing by Dr. Ivannia Soto. This is also the same year that AUHSD started a teacher leader academy, in partnership with Cal State University, Fullerton, in which teacher leaders would build their leadership capacity with an emphasis on creating more equity, access, opportunity and success for our English learner/plurilingual scholars. The EL Road Map and EL Shadowing were implemented by the 5 Cs Coaches at each site under the leadership of our lead curriculum specialist. The teacher leader Project LEAD participants also participated in the EL Shadowing. In fall of 2018 5 Cs Coaches worked with their site leadership teams and facilitated professional learning for each site based on their unique needs. EL Shadowing was rolled out in fall of 2018 first with formal leaders, teacher leaders and then site teams. EL Shadowing created a greater sense of urgency in our teachers to intentionally plan lessons that have students talking at least 30% of the time. We introduced TeachFX to measure that talk time in the classroom. Both EL Shadowing and TeachFX are hyperlinked here in this slide.

In 2019-2020 we introduced the EL Road Map Toolkits for JH and HS. 5Cs Coaches took these and worked with their Site Leadership Teams to analyze which pedagogical best practices they were already doing, which were opportunities and then set goals in their EL TF site team plans to achieve them. When the pandemic occurred and we moved to remote emergency teaching and learning there was a brief pause on the specific focus on plurilingual scholars, as we focused on crisis intervention, scholar, administrator and family support.

In 2020-21 we remained in remote teaching and learning for the academic year. The sites who were ready, moved on with their work with the EL Road Map Teacher Tool Kits. When we returned to the buildings in 2021-22 we first focused on a “care opening,” then returned to the

EL Road Map Toolkit work and integrated the California EL Roadmap Implementation Guide and Toolkit for Administrators.



Asset-Based Programs for Plurilingual Scholars

AUHSD offers the following asset-based programs for our plurilingual scholars to access and have the opportunity to take and succeed in A-G coursework including but not limited to:

1) Structured English Immersion for all English learners
2) Heritage Language Courses
3) World Languages
4) Dual Language Immersion
5) One-Way Immersion
6) Newcomer Program

1. ELs (ELs) acquire full proficiency in English as rapidly and effectively as possible. (20 USC 1703[f], 6893; EC 300[f]; 5 CCR 11302[a]) 2. ELs meet state standards for academic achievement. (20 USC 1703[f], 6812, 6892; 5 CCR 11302 [b]; Castañeda v. Pickard [5th Cir.1981] 648 F. 2d 989) 3. Honor Cultural Heritage (ELA/ELD Framework)

Our AUHSD Plurilingual/EL programs:

- Ensure English learners acquire full proficiency in English as rapidly and effectively as possible and attain parity with native speakers of English.

- Ensure English learners, within a reasonable period of time, achieve the same rigorous grade-level academic standards that are expected of all students.

Meeting these two goals help close the opportunity gap that separates English learners from their native English-speaking peers. In order to accomplish these goals, all English learners are provided with designated and integrated English language development (ELD) instruction targeted to their English proficiency level and appropriate academic instruction in language acquisition programs. [*5CCR* (c)(1)] Program options include, the following:

- **Dual-Language Immersion Program:** classroom setting that provides language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding [*Education Code (EC)* Section 306(c)(1)].

- **Structured English Immersion:** classroom setting for English learners in which nearly all classroom instruction is provided in English but with a curriculum and presentation designed for pupils who are learning English. At minimum, English learners will be provided a program of Structured English Immersion. [*EC* sections 305(a)(2) and 306(c)(3)].

- **Heritage Language Program (English/Spanish):** A Language acquisition program for English learners that provides instruction to pupils utilizing English and a pupil's native language for literacy and academic instruction, enabling non-English speakers or students who have weak literacy skills in their native language to achieve language proficiency and meet academic achievement goals. This program is designed for sixth through eighth and ninth through twelfth grades

- **One-Way Immersion Program (English/ASL, Arabic, French, Japanese, Korean, Mandarin, Spanish, Vietnamese**) A language acquisition program in which the teacher is the only fluent speaker of the language (example World Language Courses)

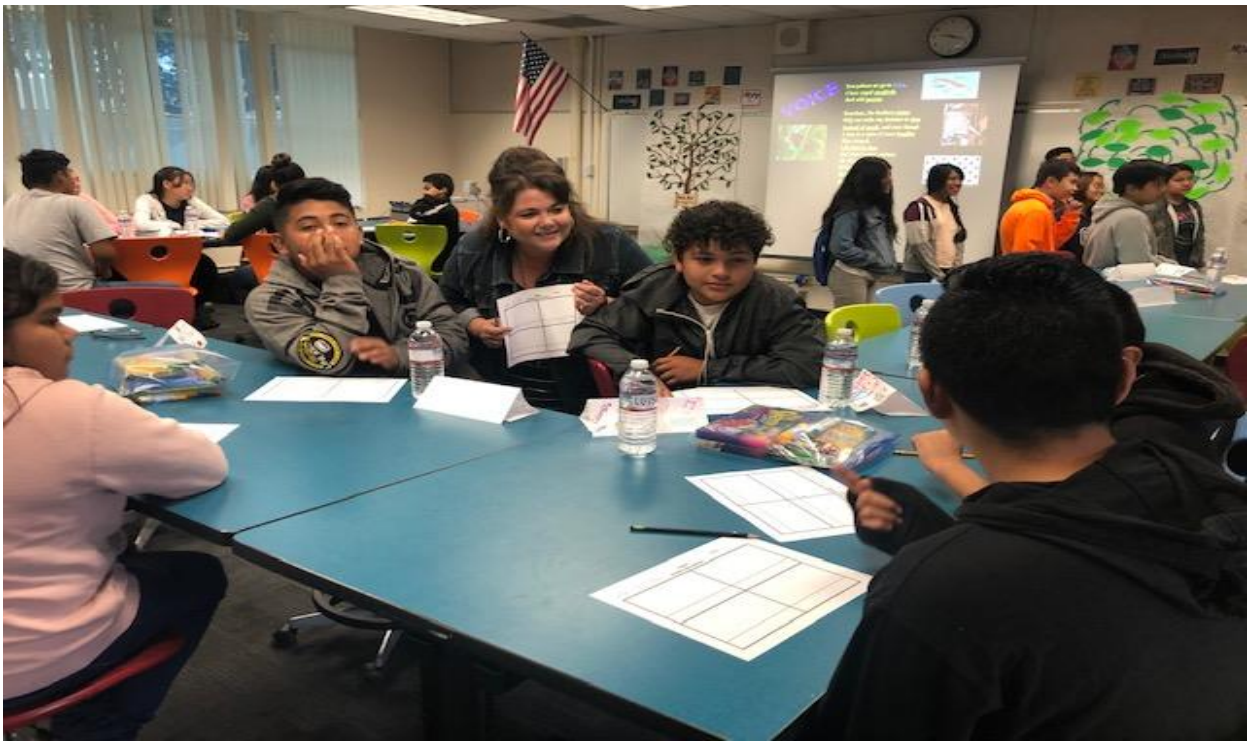
- **Newcomer Program**:For students at the emerging level of English Proficiency in which students take ELD 1 or ELD 2, Language and Literacy Course. Students also obtain a Rosetta Stone license and participate in Saturday Language Academy (SALA and Summer Language Academy (SLA)

- **For students receiving Special Education Services only**: a description of how your child's recommended placement to meet the objectives of their Individualized Education Program (IEP) is attached.

How to Enroll Your Child in a Language Acquisition Program:
You may submit a verbal or written request to your student's counselor.

*Waivers are no longer required.

How to Request the Establishment of a New Program at a School:
Schools in which the parents or legal guardians of 30 pupils or more per school or the parents or legal guardians of 20 pupils or more in any grade request a language acquisition program that is designed to provide language instruction shall be required to offer such a program to the extent possible. (*EC* Section 310[a].)



You may submit a verbal or written request to your student's counselor.

About Language Acquisition Programs and Language Programs

Program Type	Characteristics
Language Acquisition Program (English Learners)	**The California Code of Regulations section 11309 requires that any language acquisition program provided by a school, district, or county shall:** ● Be designed using evidence-based research and include both Designated and Integrated English Language Development; ● Be allocated sufficient resources by the local educational agency (LEA) to be effectively implemented, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent and community engagement to support the proposed program goals; and ● Within a reasonable period of time, lead to: ✔ Grade-level proficiency in English, and, when the program model includes instruction in another language, proficiency in that other language; and ✔ Achievement of the state-adopted academic content standards in English, and, when the program model includes instruction in another language, achievement of the state-adopted academic content standards in that other language.
Language Program (non-English Learners)	● Language programs offer students who are not English learners opportunities to be instructed in languages other than English ● May lead to proficiency in languages other than English

Parent and Community Engagement

Parents may provide input regarding language and language acquisition programs in the LEA or to be considered in the LEA during the development of the Local Control and Accountability Plan (*EC* Section 52062.) If interested in a different program from those listed above, please contact **Joseph Carmona, Director of Special Programs** to ask about the process.

ANAHEIM UNION HIGH SCHOOL DISTRICT
DUAL LANGUAGE IMMERSION

Spanish Dual Language Academy

Sycamore Junior High School | Anaheim High School

Global Leadership & Language Academy

Brookhurst Junior High School | Savanna High School

Vietnamese Dual Language Immersion Academy

Dale Junior High School | Magnolia High School

Dual Language Immersion

The Anaheim Union High School District (AUHSD) Dual Language Immersion (DLI) program was created ten years ago and continues as a part of the Board's vision and goals to increase language acquisition for English Learners, biliteracy, and college, career and life preparedness. AUHSD currently offers our DLI program at six schools: Spanish Dual Language Academy (DLA) at Sycamore Junior High and Anaheim High School; Spanish Global Leadership and Language Academy (GLLA) at Brookhurst Junior High and Savanna High School; and the Vietnamese DLI Academy at Dale Junior High School and Magnolia High School in fall 2019. Our secondary (7th-12th grades) DLI program is the first of its kind in Orange County and among the first in California. The DLI program serves to ensure students are bilingual and biliterate and mastering content in two languages and earn the Seal of Biliteracy in twelfth grade. Our program meets the needs of our students, families and community, as well as meeting the vision of the Board and goals of our LCAP.

The implementation of the AUHSD Dual Language Immersion program allows students to become bilingual, biliterate, bicultural, and better prepared for college, career and life. Data collected demonstrates all seniors who graduated from the Dual Language Academy at Anaheim High School have had a 100% pass rate on their Advanced Placement Spanish Language and Culture exam and 100% of students were accepted to a university. This data matches the 30 years of research by Thomas and Collier (who research dual language immersion programs all over the globe), who found that DLI students consistently outperform traditional students in multiple metrics. AUHSD has over 1,000 students earn the state Seal of Biliteracy and 100% of AUHSD DLI students earn the Seal of Biliteracy. A specific example of how the program affected a student's life is a senior who is a first generation college student being accepted to the University of California, Los Angeles as a result of the rigor of the DLI program. The program is successful and fills up every year. One DLI parent said, "I want to give

my child a competitive advantage to succeed in the global economy. The job market is continuously changing but the need to communicate in multiple languages has not changed. Being biliterate helps my child communicate with their grandparents and will help them communicate in a future job."

The innovative and exemplary AUHSD DLI Program is the first secondary (7th-12th) DLI program in Orange County and one of the first in California. The AUHSD DLI program was honored and highlighted as a part of the Dual Language Immersion school site tours for the 2017 California Association for Bilingual Education (CABE) Conference, where educators from all over California and the nation visited the classrooms and learned from our program. AUHSD has presented on DLI at numerous local, state and national conferences, such as the annual CABE conference, CSUF & CABE's Secondary DLI Conference, CABE Pepperdine Chapter DLI Conference, and Redlands University's Summer Institute on Leadership for Educational Justice. Educators have come as far as Hamilton High School in Milwaukee, Wisconsin and have all thanked us for sharing our innovative DLI program. By design, the secondary Dual Language Immersion program is innovative and entails students learning in Spanish (or Vietnamese) and English each day where two to three classes are taught in the target language and the other classes are taught in English. Through a 50/50 model where students learn all subject matter standards in both languages 50% of the day, they have the opportunity to improve their academic and cultural proficiency skills.

"Anaheim Union High School District's Dual Language Immersion program serves to meet the vision of our District and Local Control and Accountability Plan goals by preparing students for college, career and life, as well as shrinking the achievement gap for our English Learners. It ensures our students will have a competitive advantage as they earn the Seal of Biliteracy, graduate, apply for scholarships, go on to college and join the workforce in today's global economy. Our program is considered a model for districts all across California and the nation as they seek to roll out and expand their own dual language immersion programs."

-Brian O'Neal, AUHSD Board of Trustees

Our Anaheim Union High School District Spanish and Vietnamese Dual Language Immersion (DLI) Programs integrate native English speaking and Spanish/Vietnamese speaking (depending on the language program). The students will take at least two courses in the target language (either Spanish or Vietnamese). The rest of their coursework is taken in English. The students learn a second language while they are learning content, which is very different from how most of us learned a second language. Many of us do not remember our second language, because we learned it out of context and in isolation (for example conjugating Spanish verbs). Students learn content in the target language which creates greater meaning for them.

The goals and research based benefits of dual language immersion are bilingualism, biliteracy, cultural proficiency, global citizenship, academic achievement in all subject areas, 21st century skills, increased family involvement and the AUHSD and Orange County Department of Education Pathway to Biliteracy Awards in eighth grade, with the ultimate goal of the student

graduating with the California Department of Education formally recognized Seal of Biliteracy on their high school diploma and medal.

Spanish Dual Language Academy (DLA) at Sycamore Junior High School and Anaheim High School

Table 1 - 1: Spanish Dual Language Academy Pathway

	SYCAMORE JUNIOR HIGH SCHOOL
7th Grade	**Math I in Spanish** **World History in Spanish** **Spanish for Spanish Speakers II**
8th Grade	**Math II in Spanish** **U.S. History in Spanish** **Spanish for Spanish Speakers III**

	ANAHEIM HIGH SCHOOL
Spanish Courses **(Mandatory - 3 Courses)**	**Pre-AP Spanish Language & Culture -** 9th Grade **AP Spanish Language & Culture -** 10th Grade **AP Spanish Literature & Culture -** 11th or 12th Grade **or/and** **Spanish Film & Literature -** 11th or 12th Grade
Spanish Courses **(Mandatory - 5 Courses)**	**Biology in Spanish -** 9th Grade **Math III - IV Honors in Spanish -** 9th Grade **World History in Spanish -** 10th Grade **Math IV - V Honors in Spanish -** 10th Grade **Journalism I in Spanish -** 11th Grade **Journalism II in Spanish -** 12th Grade

Spanish Global Leadership & Language Academy (GLLA) at Brookhurst Junior High School and Savanna High School

Table 1 - 2: Spanish Global Leadership and Language Academy Pathway

	BROOKHURST JUNIOR HIGH SCHOOL
7th Grade	Science in spanish World History in Spanish Spanish for Spanish Speakers II
8th Grade	Science in spanish U.S. History in Spanish Spanish for Spanish Speakers II

	SAVANNA HIGH SCHOOL
9th Grade	Theater in Spanish Spanish IV Honors
10th Grade	World History in Spanish AP Spanish Language and Culture
11th Grade	U.S. History in Spanish AP Spanish Literature and Culture
12th Grade	Movie Theater and Literature in Spanish Capstone Broadcasting Program in Spanish



Vietnamese Dual Language Immersion Academy (VDLIA) at Dale Junior High School and Magnolia High School

Vietnamese Dual Language Immersion is an academic program which builds proficiency in both English and Vietnamese. There are preparation courses for students to acquire the knowledge before entering into this program at Dale Junior High School and Magnolia High School. This program is not replacing English with Vietnamese, but it provides students the opportunity to acquire a second language. In this program, students take two courses in Vietnamese which are a Vietnamese Language Course and a Computer Science Course in Vietnamese. These two courses satisfy the A-G requirements. The Table 1 below shows the pathway of this program.

Table 1 - 3: Vietnamese Dual Language Immersion Academy Pathway

	Vietnamese Dual Language Immersion Academy With a CTE Pathway
Preparation 1st Year - **Dale Junior High School** **Or** **Magnolia High School**	**Vietnamese 1P** - 7th to 12th Grade
Preparation 2nd Year **Dale Junior High School** **Or** **Magnolia High School** **(Can be Tested In)**	**Vietnamese 2P** - 7th to 12th Grade
1st Year **Magnolia High School** **(Can be Tested In)**	**Vietnamese 3P** - 9th to 12th Grade **AP Computer Science Principles in Vietnamese** - 9th to 12th Grade
2nd Year **Magnolia High School**	**Vietnamese 4HP** - 10th to 12th Grade **Mobile App Development in Vietnamese** - 10th to 12th Grade
3rd Year **Magnolia High School**	**Vietnamese Literature** - 11th to 12th Grade **AP Computer Science A in Vietnamese** - 11th to 12th Grade
4th Year **Magnolia High School**	**Vietnamese Journalism -** 12th Grade **Vietnamese Career Plan -** 12th Grade


TIỀM NĂNG VÔ HẠN
Trường Trung Học Magnolia
VDLIA
Chương Trình Hội Nhập Song Ngữ
Việt Ngữ/Anh Ngữ
UNLIMITED YOU
MAGNOLIA
VDLIA
VIETNAMESE DUAL LANGUAGE IMMERSION ACADEMY


Learning With Purpose
College and Career Ready
UNLIMITED YOU
ANAHEIM UNION HIGH SCHOOL DISTRICT
DISTRICT MAP
• French
• Korean
Korean
• French
• Mandarin
Mandarin
French
Hope (enter from Knott)
Gilbert West (enter from La Palma)
Walker
Kennedy
Brookhurst
District Office
Savanna
Anaheim
Sycamore
Lexington
Orangeview
Western
Oxford Academy
Cypress
Dale
Trident Education Center (Gilbert South/Polaris)
Magnolia
Loara
Ball
South
Katella
Orange (57) Freeway
Santa Ana (5) Freeway
AP
• Chinese (though Dual Enrollment)
• Korean
Japanese
• French
• ASL
• Arabic
• French
• Japanese
• French
• Vietnamese
• French
• Vietnamese
• French
• Vietnamese
French
• Spanish courses offered at all sites
SDLI Offered
VDLI Offered
Future Implementation based on AESD DLI Expansion Plan
Spanish: South/Katella;
Korean: Walker/Kennedy
Revised: October 2021

Table 1 - 4: AUHSD Plurilingual Services Offers Eight World Languages Including Heritage Speaker Courses

Language	Location
American Sign Language 	**Cypress High School**
Arabic 	**Western High School**
French 	**Anaheim High School** **Cypress High School** **Katella High School** **Kennedy High School** **Loara High School** **Magnolia High School** **Savanna High School** **Western High School** **Dale Junior High School**

Japanese 	Western High School Orangeview Junior High School
Korean 	Kennedy High School Oxford Academy Walker Junior High School
Mandarin 	Savanna High School Brookhurst Junior High School
Spanish 	All School Sites
Vietnamese 	Loara High School Magnolia High School Dale Junior High School

Chapter 2

Identification, Reclassification, & Seal of Biliteracy

Chapter Overview

The Anaheim Union High School District (AUHSD)

The following pages contain descriptions as well as screenshots (to linked documents) of our enrollment process, identification of English learners/Plurilingual scholars and reclassification (of traditional scholars and scholars with disabilities) documents which are linked to the most recent version of the document. Since the Plurilingual Master Plan is a living document, this allows Plurilingual Services to always share the most recent updated plan with scholars, staff, families and the community.

AUHSD properly identifies, assesses, and reports on all students who have a primary language other than English following the guidelines established under federal law 5 CCR 11306. ELs are assessed annually to monitor their progress in acquiring English using the English Language Proficiency Assessments for California (ELPAC) and district measures. Their academic progress toward mastery of California State Standards is assessed annually and on an ongoing basis using Smarter Balanced Assessment Consortium (SBAC) and local district measures.

Parents are notified of the initial and annual test results in a timely fashion using the notification letters based on the state template. When a student who has previously attended a U.S. school enrolls in AUHSD, staff will make every effort to obtain the student's cumulative record as soon as possible and/or use CALPADS data for enrollment. If the district has not received the student's records or has access to CALPADS data within 20 days of enrollment, staff will proceed with the initial enrollment process described below.

Home Language Survey

At the time of enrollment, California public schools are required to determine the language spoken in the home of each student. In order to gather this information, all parents/legal guardians are required to complete, sign, and date a Home Language Survey (HLS) for each of their school-aged children at the time of initial enrollment. This is part of the district's enrollment procedure at each school site. If a student has a completed HLS prior to the initial enrollment in AUHSD, this HLS is honored. The HLS remains on file for each student in the district. This information will assist schools in planning appropriate instruction for EL students. Note: Education Code Section 52164.1 states that the primary language of new students shall be determined as they enroll. Once determined, the primary language need not be re-determined unless the parent or guardian claims there is an error. Home language determinations are required only once unless the results are disputed by a parent or guardian. Submission of a new HLS after the student has been given the language assessment CELDT/ELPAC will not be considered. The ELPAC must be administered to any student whose parent or guardian

indicated on any of the first three questions of the HLS a language other than English. The answer to the fourth question on the HLS is not required but may be considered by school district personnel when making the decision whether or not to administer the English language proficiency assessment. Once a student has been identified as an EL and takes the English language proficiency assessment, the student must be reclassified in order to no longer take the English language proficiency assessment.

Notification of Initial Assessment Results

All students whose HLS indicates a language other than English on questions 1, 2, or 3, must be assessed to determine their English language proficiency within 30 calendar days of initial enrollment (day 1 of school). The ELPAC Initial is administered for this purpose. District staff scores the initial assessments, and the scores are reported to parents and teachers. Parents are notified of the results of their child's initial English language proficiency assessment within 30 calendar days after the beginning of the school year (or during the school year, within two weeks of the child being placed in the educational program).

Parents/guardians of ELs are notified of:
● Their child's initial English language proficiency
● How such level was assessed
● Their child's language designation
● Descriptions of program options, educational strategies, and educational materials to be used in different options
● Program placement
● Exit criteria
● For ELs with a disability [with an Individualized Education Program (IEP)], how such program will meet the objectives of the IEP.

Notification of Annual Assessment Results

Parents/guardians of ELs are informed annually, no later than 30 days after the beginning of the school year of:
● Their child's overall ELPAC score
● How such level was assessed
● Their child's language designation
● Descriptions of program options, educational strategies, and educational materials to be used in different options
● Program placement
● Exit criteria
● For English learners with a disability [with an Individualized Education Program (IEP)], how such program will meet the objectives of the IEP Placement of Students Students who meet all criteria for Initial Fluent English Proficient are classified as IFEP and placed in a general instructional program. Students whose overall ELPAC score is at the Novice English Learner or

Intermediate English Learner proficiency level are classified as EL and are placed in the appropriate English language acquisition program. English Learners with Disabilities ELs with disabilities and an IEP or 504 Plan will be assessed for English proficiency using the ELPAC. The IEP document will identify any accommodations or modifications used to administer the ELPAC or an alternate assessment if specified in the student's IEP. The student will be placed in the language acquisition program that the IEP team recommends to best meet the student's instructional objectives. ELs with disabilities will have ELD goals in their IEP and will be assessed annually to ensure acquisition of English and progress toward academic goals.

Long-Term English Learners

Long-term EL (LTEL), as defined by Education Code 313.1 refers to an EL to which all of the following apply:
● Enrolled on Census Day (first Wednesday in October) in grades 6-12, inclusive; and
● Enrolled in school in the United States for six or more years; and
● Remained at the same level of English language proficiency for two or more consecutive years, or has regressed to a lower English language proficiency, as determined by the ELPAC, or any successor English language proficiency assessment; and
● For students in grades 7-12, inclusive, has scored at the "Standards Not Met" level on the prior year administration of the CAASPP-ELA.

English Learner at Risk of Becoming a Long-Term English Learner*

EL at risk of becoming a LTEL means an EL to which all of the following apply:
● Enrolled in any of grades 7 to 12, inclusive; and
● Enrolled in schools in the United States for four to five years; and
● Remained at the same level of English language proficiency for two or more consecutive years, or has regressed to a lower English language proficiency, as determined by the ELPAC; and
● For students in any of grades 7to 12, inclusive, who score in the fourth or fifth year at the "Standards Not Met" level on the prior year administration of the CAASPP-ELA, English language arts/Literacy component of the SBAC or any successor test. *Please note the following: Students for whom one or more of the required testing criteria are not available are categorically determined to be an LTEL or an EL at risk of becoming an LTEL.

Table 2 - 1: EL Typologies

Native U.S. Born ELs	English learners who are U.S. born citizens.
Newcomer ELs	Students who have been in the U.S. for 1 or 2 years.

Highly Schooled Newcomer ELs	ELs who have been in the U.S. for 1 to 2 years, but who have attained a high quality education in their primary language
Students with interrupted formal education (SIFE)	Students who had limited to no access to school in their home country or whose education was interrupted.
Transnational ELs	ELs who frequently travel between the U.S. and their home country
Long-term ELs (LTEL)	Students who remain classified as EL for 5 years or longer and who have not met the criteria for reclassification
At risk of becoming LTEL	Students who have been identified as EL for 4 years or more and who have not made progress on the English Language Proficiency Assessment for California
Reclassified English language learners (RFEPs)	Former ELs who have met their state's linguistic and academic criteria to be reclassified as fluent English proficient and exited from EL programs.
Ever ELs	Currently classified as ELs and RFEPs

LAC and Registrars' Process When Enrolling a New Student

Students enrolling for the first time in CA in a public school:

Students coming from:

- out of country
- out of state
- private school

and

- have a language other than English on one or more of four questions of the Home Language Survey

REGISTRARS

1. The registrar will enroll the student into AERIES, including appropriate grade level if it is clear.
2. The registrar will schedule an appointment with the counselor.
3. The counselor will schedule ("holding schedule") students into classes based on writing sample results, awaiting official Initial ELPAC results. Counselors will also help to determine the appropriate grade level for students, if not clear cut in step 1.
4. The registrar will schedule an appointment with the LAC.
5. LAC staff will verify in AERIES that students are scheduled in classes prior to testing appointment.
6. The LAC will assess the student with the Initial ELPAC.
7. The LAC will recommend English Language Development placement.
8. The counselor will adjust the students schedule, if necessary, after testing.

Students coming from a public school in CA:

Students coming from a public school in California, who speak a language other than English

- It is important to confirm with CALPADS and/or documents from the previous district that information is consistent.

REGISTRARS

Will send to the LAC:

1. Aeries Air enrollment form
2. Most recent ELPAC scores
3. Previous class schedule if available
4. Reclassification documentation from previous district (RFEP or IFEP) if applicable

LAC

1. Will recommend placement if previous ELPAC Scores are available
2. Will enter scores and all other EL information pertinent to the Language Assessment tab in Aeries.

It is important to ask if they were here before and confirm in CALPADS.

Form 2 - 1: AUHSD Home Language Survey

Home Language Survey

Surname/Family Name of Student: _____

First Given Name of Student: _____

Second Given Name of Student: _____

Age of Student: _____ Grade Level of Student: _____

Teacher Name: _____

Directions to Parents and Guardians:

The California *Education Code* contains legal requirements which direct schools to assess the English language proficiency of students. The process begins with determining the language(s) spoken in the home of each student. The responses to the home language survey will assist in determining if a student's proficiency in English should be tested. This information is essential in order for the school to provide adequate instructional programs and services.

As parents or guardians, your cooperation is requested in complying with these requirements. Please respond to each of the four questions listed below as accurately as possible. For each question, write the name(s) of the language(s) that apply in the space provided. Please do not leave any question unanswered. If an error is made completing this home language survey, you may request correction before your student's English proficiency is assessed.

1. Which language did your child learn when they first began to talk? _____
2. Which language does your child most frequently speak at home? _____
3. Which language do you (the parents and guardians most frequently use when speaking with your child? _____
4. Which language is most often spoken by adults in the home? (parents, guardians, grandparents, or any other adults) _____

Please sign and date this form in the spaces provided below, then return this form to your child's teacher. Thank you for your cooperation.

Signature of Parent or Guardian _____

Date _____

California Department of Education Form HLS, Revised July 2020

Form 2 - 2: AUHSD Initial Parent Notification

ANAHEIM UNION HIGH SCHOOL DISTRICT

Initial Parent Notification of Assessment Results and Program Placement
State and Federal Title III Requirements

School _____ Grade _____ DOB ____/____/____ Examiner _____

Last Name _____ First Name _____ MI _____

Student # _____ Today's Date ____/____/____ Previous Test Date ____/____/____

Last grade attended _____ Last school(s) attended _____ Last district(s) _____

Years of education outside of the U.S. ___ **Country** _____ **First U.S. School Enrollment Date** ____/____/____

Years of education in U.S. schools _____ **Consecutive years? Yes** ☐ **No** ☐ **Most recent US Enrollment Date** ____/____/____

Dear Parent/Guardian: Upon enrollment, a language other than English was noted on your student's Home Language Survey. Pursuant to California law, the Anaheim Union High School District is required to assess the English language proficiency of your student. This form is intended to notify you of the assessment, program placement, our recommendation, and the program options available to your student according to state law and Federal Title III requirements.

English and Primary Language Assessment Results
English Proficiency Identification

Your student has been administered the English Language Proficiency Assessment for California (ELPAC) and optional primary language assessment.

ELPAC		Level
Oral Language (Listening and Speaking)		☐ 1 Minimally Developed JH (150-359) HS (150-362) ☐ 2 Somewhat Developed JH (372-449) HS (374-447) ☐ 3 Well Developed JH (470-600) HS (466-600)
Written Language (Reading and Writing)		☐ 1 Minimally Developed JH (150-363) HS (150-364) ☐ 2 Somewhat Developed JH (375-435) HS (380-434) ☐ 3 Well Developed JH(455-600) HS (458-600)
Overall	Score	Level
		☐ 1 Minimally Developed (150-369) ☐ 2 Somewhat Developed (370-449) ☐ 3 Well Developed (450-600)

Primary Language				
Language:				
	Score	Level		
Speaking		N	L	F
Reading	/ 7	N	L	F
Writing	/ 4	N	L	F
Overall Fluency		N	L	F

*These scores are based on district scoring using the testing vendor's scoring guide. The testing vendor will send the official results to the district.

Based on results of the English Language Proficiency Assessments for California (ELPAC), your student has been identified as:

☐ an English learner (EL) with *less than reasonable fluency in English.*
☐ an English learner (EL) with *reasonable fluency in English.*
☐ a Fluent English proficient (FEP) student during initial identification.

For students receiving Special Education Services only: a description of your child's recommended placement to meet the objectives of their Individualized Education Program (IEP) is attached.

A.U.H.S.D. Recommended Program Placement

ELD Standards Proficiency Level	ELPAC Performance Level	Program	Instructional Setting	Course	
Emerging*	1 - Minimally Developed *(Novice English Learner)*	EL	Structured English Immersion**	☐	ELD I - Preliterate
				☐	ELD I
Expanding*	2 – Somewhat Developed to Moderately Developed *(Intermediate English Learner)*			☐	ELD II
				☐	ELD III ☐ HS Only
				☐	English and ELM ☐ JH ☐ HS Lang/Lit (HS)
Bridging*				☐	Other Instructional Setting per IEP
	3 – Well Developed *(Initial Fluent English Proficient)*	IFEP		☐	

*To be determined by District ** or an Alternative Education Program with approved Parental Exception Waiver

DISTRIBUTION: Copy – Cumulative File; Copy – Parent/Guardian; Copy – Language Assessment Center; Copy – Counselor Revised 5/31/2022

Anaheim Union High School District
Program Descriptions and Goals for English Learners

- All programs are designed to meet the educational needs of English Learners by including English Language Development (ELD). Some programs may include the use of Specially Designed Academic Instruction in English (SDAIE) strategies in the content courses of mathematics, social science, and science.
- The goals of all programs are for students to learn English and meet age appropriate academic achievement standards for grade promotion and graduation. The following are brief descriptions of the programs:

- **Structured English Immersion (SEI) Program:** A language acquisition program for English learners in which nearly all classroom instruction is provided is English, but with curriculum and a presentation designed for pupils who are learning English. At minimum, students are offered ELD and access to grade level academic subject matter content.

- **Dual-Language Immersion (DLI) Program:** Also referred to as Two-Way Immersion. A language acquisition program that provides language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding. This program is has multiple entry points and at AUHSD requires an intermediate level of proficiency in the target/heritage language.

- **Heritage Language Program:** Language acquisition program for English learners that provides instruction to pupils utilizing English and a pupil's native language for literacy and academic instruction, enabling non-English speakers or students who have weak literacy skills in their native language to achieve language proficiency and meet academic achievement goals. This program is designed for sixth through eighth and ninth through twelfth grades.

- **For students receiving Special Education Services only:** a description of how your child's recommend placement to meet the objectives of their Individualized Education Program (IEP) is attached.

Note: California state law gives parents/guardians the option to place their student in an alternative bilingual program. To place a student in an alternative program, the parent/guardian must sign a *Parental Exception Waiver* at the student's school each year, and he/she must meet one of the following criteria: a) knows English and performs academically at least at 5th grade level, b) is 10 years of age or older, or c) is a student under 10 years of age, has been placed in an English language classroom for 30 calendar days, and special needs exist.

- **The expected graduation rate of the Anaheim Union High School District is 89.07%.**
- **Exit Criteria from the English Learner Program:** The District uses the following Reclassification criteria to determine when students are ready to exit the English Learner Program. English learners must be performing at grade-level or/at proficient standards on each of the criteria listed below:

Required Criteria (Education Code 313[d])	Anaheim Union High School District Criteria
English Language Proficiency Assessment (ELPAC)	Acceptable ELPAC Scores - Overall level of 4 (Well Developed)
Comparison of Performance in Basic Skills	Smarter Balanced ELA Score
Parental Opinion and Consultation	Parent Consultation – A meeting is scheduled to talk to parents about the Reclassification process and program offerings.
Teacher Evaluation of Curriculum Mastery	Teacher Recommendation – Mastery of courses with grade of C or better and signature of ELD or English teacher

Please mark all that apply:

- ☐ I received information about the English Learner Programs: Structured English Immersion, , Dual Language Immersion, and Heritage Language Programs offered by the Anaheim Union High School District (AUHSD).
- ☐ I understand that I have the right to apply for a *Parental Exception Waiver* for the purpose of selecting a bilingual program.
- ☐ I understand that the IEP Team and I will meet within 30 days of this initial assessment, if applicable, to review placement and make changes as deemed necessary.

Please call the school at (714) _____-_____ if you would like to schedule a parent conference to discuss English language program options for your student.

_____	_____	____/____/____
Student's Last Name, First Name (please print)	Signature of Parent/Guardian	Date

ANAHEIM UNION HIGH SCHOOL DISTRICT
ENGLISH LEARNER AND MULTILINGUAL SERVICES
LANGUAGE ASSESSMENT CENTER

Record of Prior School Program and Academic Background

Name: _____ **Id#**_____ **School:** _____

To provide continuity in your student's educational program, it is important that we are made aware of any special help that he/she may have received or programs that he/she participated in at prior schools of attendance. Please give us the following information to help us determine your student's proper placement. After your consultation with the testing assistant, please give to your student's counselor at registration.

1. Approximately how many years has your student attended school?
   In the U.S?_____ Grades: _____ State: _____
   In another country?_____ Grades: _____ Country: _____

2. When was the last day your student attended school? Month: _____ Year: _____

3. Is your student proficient in his/her first language in? ☐ Reading ☐ Writing ☐ Speaking

4. Has your student taken the English Language Proficiency Assessment for California (ELPAC)?
   ☐ Yes ☐ No School: _____ Year: _____

5. Has your student participated in English Language Development classes (ELD or ESL) or bilingual programs at previous schools of attendance? ☐ Yes ☐ No (If yes, what years and levels?)
   _____

6. Your student has participated in the following program(s): (please check all that apply)
   ☐ Gifted and Talented Education (GATE) ☐ Special Education Services
   ☐ Hearing/Visually Impaired ☐ Speech Therapy
   ☐ Other (explain): _____

Additional Comments for Counselors (To be completed by Language Testing Assistant)

Student has:

★ ☐ 5+ years of enrollment in U.S. schools and is scoring level 2 or below on the Reading and/or Writing portion of ELPAC
☐ strong academics in primary language
☐ low scores in primary language
☐ a high transient rate (5 or more schools)
☐ multiple entries into the U.S.A
☐ less than 3 years of formal schooling
☐ been in Special Education (copy of results forwarded to Special Youth Services)

Additional Recommendations for Counselors (To be completed by Testing Assistant)

☐ Spanish for Spanish Speakers ☐ I ☐ II ☐ III ☐ Lang./Lit (HS) ☐ ELM (JH)

(Note: If parent disagrees with counselor's recommendation for the student to be placed in an ELD class, a *form* must be signed by parent and counselor. Please forward a copy to the LAC- Site 63.

Comments:

_____

_____

UNLIMITED YOU
ANAHEIM UNION HIGH SCHOOL DISTRICT

Newcomer Learning Plan

Student's Name: _____ Date of Birth: _____

Student ID: _____ U.S. Enrollment Date: _____ Gender: Male ☐ Female ☐

School: _____ Country of Origin: _____ Grade: _____

Home Language(s):		Initial ELPAC Overall Score:	☐ Level 1 ☐ Level 2 ☐ Level 3

Indicate if student participated in: CTE ☐ Special Education ☐ College Preparation ☐ Honors ☐

Interrupted Schooling: ☐ Yes ■ No If yes, how long?

Why? _____

Years of education in the U.S: 0

Years of education outside of the U.S: _____

Transcripts : ■ Yes ☐ No

Indicate # of credits need for grade level **(High School Only)**

Grade	9	10	11	12
Credits Required	55	55/110	55/165	55/220
Credits Earned				
Credits Missing				

CONSENT

As a parent, you have the right to be informed of the District's support program, be referred to community-based resources and have the right to decline such services for your child. *Please check all that apply.*

☐ I do not want my student to be referred to services.

☐ I wish to speak to someone about services that may be available regarding:

☐ Academic Counseling
☐ Mental Health Services Counseling
☐ Housing/Shelters
☐ Public assistance programs
☐ Health Services
☐ Basic needs (food, clothing, etc.)
☐ Other: _____

Parent signature _____

PLAN OF ACTION - INTERVENTIONS/RECOMMENDATIONS:

☐ Summer School/Options: _____
☐ Credit Recovery (other): _____
☐ Saturday Academy _____
☐ Summer Language Academy _____
☐ Adult ESL classes
☐ After School options: _____
☐ Visitation/Referrals _____
☐ Parent Conference (additional): _____
☐ Other: _____

Conference w/Counselor		Date	Time
Name:			
Conference w/FACES			
Name:			
Conference w/Site Team			
Name:			

COMMENTS:

Initial Intake Interview By: _____

AUHSD ELMS Revised 11/2019

**Dad is interested in enrolling student into VDLA program please see that the family is helped with this process.

**If you're no longer under the same position or special assignment and you are receiving this email by mistake please Let us know and bear with us as we are constantly working on updating our newcomer communication list.*
*Thank you for your patience. ***

Student needs Chromebook and Internet to complete school work

Dear Team,

Hope all is well! We have a new student by the name of Student's Name that just arrived to the United States from Country. He/She tested here at the LAC on Date. The student's home language is Language. Please join us in welcoming this student and family to your school site. Here is some background information that might be useful in planning the student's class schedule and providing the appropriate services for this student.

Record of Prior School (History)

Student's name attended _____ years of school in Country of Origin from ___Grade up to ___grade.

Initial Parent Notification of Assessment Results and Program Placement

The student's (OFFICIAL) ELPAC results are the as follows:

ELPAC Overall	Oral Language	Written Language
Level	Level	Level
1-Minimally Dev.	1-Minimally Dev	1-Minimally Dev

Spanish Primary Language Assessment	
Reading	Writing
6 out of 7- FLUENT	2 out of 4- LIMITED

Based on the scores and levels of the assessment the course recommendation is ELD I.

Family ***has requested information/ references*** of the District's support programs, for the following;

-Academic Counseling

-Mental Health Services Counseling

Housing/shelter

-Public assistance programs

-Health services

-Basic Needs (food, clothing, etc.)

-Other: _____

***Please see that the family is helped and provided with appropriate resources.**

Anaheim Union High School District
Education Division
Plurilingual Services

DATE: December 6, 2021
To: ELPAC Coordinators
From: Claudia Mercado, Language Program Technician
Re: Official Summative ELPAC Testing and Training Dates for 2022

The start date for the administration of the annual English Language Proficiency Assessment for California (ELPAC) is Tuesday, February 1, 2022. The trainings for the ELPAC will begin on the dates listed below:

Training	Training Date	Time	Location
ELPAC Coordinators	Thursday, January 6, 2022	3:45 pm - 5:30 pm	La Palma Room
Instructional Assistants (JH)	Wednesday, January 12, 2022	8:00am – 12:00pm	Stanton Room
Instructional Assistants (HS)	Friday, January 14, 2022	8:00am – 12:00pm	Buena Park Room
Make-Up Training (JH)	Wednesday, January 19, 2022	8:00am – 12:00pm	Buena Park Room
Make-Up Training (HS)	Monday, January 24, 2022	8:00am – 12:00pm	Buena Park Room
District Assessors	Thursday and Friday, January 27-28, 2022	8:00am – 2:30pm	Buena Park Room

Our office will train a team of district assessors who will assist the sites with the speaking section of the ELPAC on the dates listed below.

ELPAC District Assessors Dates

School	Dates	# of days	# of Assessors	# of EL's
Anaheim/Anaheim ILC	2/1-2/11	9	4	737
Ball	2/22-2/25	4	4	294
Brookhurst	3/2-3/4	3	2	241
CVA	2/4	1	1	9
Cypress	2/7-2/8	2	2	106
Dale	2/25-3/2	4	4	314
Gilbert-South/Polaris	2/1-2/3	3	2	194
HOPE	11/1-2/15	their own staff		94
Katella/~~Katella IS~~	3/10-3/18	7	4	575
Kennedy/~~Kennedy IS~~	2/10-2/11	2	2	113
Lexington	3/9-3/10	2	2	88
Loara	3/3-3/9	5	4	421
Magnolia	2/28-3/7	6	4	466
Orangeview	2/16-2/22	4	3	219
Savanna	3/7-3/10	4	4	352
South	2/10-2/18	6	4	478
Sycamore	2/15-2/24	7	4	538
Walker	2/15	1	2	69
Western/Western ILC	2/23-3/1	5	3	390

Please call or email if you have any questions at 999-3788; mercado_c@auhsd.us

Reclassification Procedures 2021_2022rev082021.docx

Anaheim Union High School District
Plurilingual Services
School Year 2021-2022

Procedures for Reclassification of English Learners to Fluent English Proficient

1. **The English Learner Administrator or Coordinator at each site selects and forms a Reclassification Committee. Suggested participants are the principal, EL Administrator, counselors, ELD/ELA teacher(s), and/or case carrier (Sp. Ed.).**

2. **The Language Assessment Center sends each site a list of possible reclassification candidates along with updated procedures and translated parent letters.**

3. **The Site Reclassification Committee analyzes students' marks.**

4. **The Site Reclassification Committee selects candidates.**

5. **The Site Reclassification Committee sends *Parent Invitation to Participate in Process* letters to parents of candidates in English and the correspondence languages. A meeting place and translators are secured. The site contacts the Plurilingual Services office one week in advance if additional translators are needed. The purpose of the meeting is to explain the program and the reclassification process. The site has the option of counseling parents on an individual basis. The site reclassification committee writes the date that the letters are sent out on the *Reclassification form English Learner (EL) to Fluent English Proficient (R-FEP)* form.**

6. **The EL Administrator and Coordinator will emphasize the importance of the reclassification process.**

7. **The Language Assessment Team will populate the data on the reclassification forms and email them to the sites. (*Reclassification from English Learner (EL) to Fluent English Proficient (R-FEP)* form for each candidate).**

8. **The Reclassification Committee analyzes the criteria on each student's form. The committee makes a final recommendation for each student. All signatures must be on the form. (Please see Explanation of Reclassification Criteria to assist with analysis.) The reclassification date will be the date when the committee met.**

9. **The *Parent Notification of Language Reclassification* letter and a copy of the *Reclassification from English Learner (EL) to Fluent English Proficient (R-FEP)* form is mailed to notify the parent of the final recommendation. (Retain a copy of the letter for the cumulative record.)**

10. **A copy of the *Reclassification from English Learner (EL) to Fluent English Proficient (R-FEP)* form for each student (has met or has not met) is sent to the Language Assessment Center. The Language Assessment Team will enter all program changes and reclassification dates in Aeries.**

11. **The original *Reclassification from English Learner (EL) to Fluent English Proficient (R-FEP)* form and other supporting documents (grade check, final parent notification letter, rationale) are filed in the cumulative folder.**

12. **Reclassified students will be monitored for four years using the monitoring form.**

Process for Reclassification

1. ELD Leads and ELD Team generates a list of all ELs/Pls eligible for reclassification under the ELPAC criteria.
2. Students who meet the ELPAC criteria are monitored for scoring “Standards Met” or “Standards Exceeded” on the CAASPP-ELA SBAC. Students can also be reclassified with “Nearly Met” if they have an “A” or a “B” in ELA or have a 3.0 GPA. This is an empirically established range of performance in basic skills for comparing English-proficient students (EO or IFEP) who are enrolled in the same grade as the student who is being considered for reclassification. This is also based on the research of CDE State Board of Education President Dr. Linda Darling Hamond’s guidance, in her book, *Empowered Educators: How High Performing Systems Shape Teaching Quality Around the World*, a formative and summative teacher created authentic assessment is preferable to know how scholars are achieving in comparison to one another. Michael Fullan, in his book *Deep Learning: Engage the World, Change the World*, emphasizes focusing on the 6Cs of global competencies: character, citizenship, collaboration, communication, creativity and critical thinking. Using multiple measures and using empirically established range of performance in basic skills for comparing English-proficient students (EO or IFEP) who are enrolled in the same grade as the student who is being considered for reclassification.

Criterion 4: Comparison of Performance in Basic Skills.

- Please note, **deficits in academic success, although currently unrelated to ELP,** may indicate a student has incurred a deficit while learning English. **Although this situation does not preclude a student from reclassification,** the LEA is obligated to ensure the student is provided ongoing academic support, and any other necessary support, designed to recuperate and remedy any such deficits during the four-year RFEP monitoring period or beyond.
- LEAs establish the empirical range of performance in basic skills when setting the locally established criteria for reclassification and consider the overall achievement goals set for all students. In doing so, the following definitions of related terms may be helpful:
    - **Performance in basic skills:** The score and/or performance level resulting from a recent administration of an objective assessment of basic skills in English (e.g., Smarter Balanced assessments, district benchmarks). [This is the “Nearly Met” and 3.0 or “Nearly Met” and Grade of “A” or “B” in ELA criteria. We encourage teachers to use PLC generated formative and summative assessments to make this comparison.]
    - **Range of performance in basic skills:** A range of scores on the assessment of basic skills in English that corresponds to a performance

level or a range of scores within a performance level. [This is the “Nearly Met” and 3.0 or “Nearly Met” and Grade of “A” or “B” in ELA criteria. We encourage teachers to use PLC generated formative and summative assessments to make this comparison.]

- **Students of the same age:** English-proficient students who are enrolled in the same grade as the student who is being considered for reclassification. [This is the “Nearly Met” and 3.0 or “Nearly Met” and Grade of “A” or “B” in ELA criteria.We encourage teachers to use PLC generated formative and summative assessments to make this comparison.]

3. Students who have successfully met the reclassification criteria may be identified by the site administrator, assessment team, the classroom teacher, parent, ELD Leads and ELD Team using the Reclassification Form.
4. The ELD Leads and ELD Team consults with the students’ teachers
5. Site invites parents to meet with teachers, ELD Leads and or ELD Team, teachers and administrators as needed for consultation and to make recommendations.
6. The reclassification results are communicated to the parents orally and in writing. Parents have the opportunity to sign the Reclassification Form.
7. For those who do not meet the reclassification criteria, ELD Leads and ELD Team communicate areas of need by grade level to classroom teachers who assist in the development and growth of these areas. Students designated LTELs participate in the intensive academic support that may include after school services.

Monitoring the Progress of Reclassified Students

The site administrator, ELD Leads, and or ELD Team coordinate the monitoring of recently reclassified students. Following reclassification, the teacher and school administration use the EL/RFEP Follow Up tool to monitor all students at the end of each trimester/semester during the initial four year period. If a student is not making satisfactory progress after reclassification, principals meet with the teacher to discuss an instructional plan including any additional support available such as after-school tutoring, primary language support, or other specialized support. Additionally, the District will provide intervention for all newly reclassified students deemed to not be making satisfactory academic progress.

School Site
Plurilingual Services Department
School Year 2021-2022

Reclassification from English Learner (EL) to Fluent English Proficient (RFEP)

Student Name: _____ ID#: _____ School: _____

Grade: _____ Date of Birth: _____/_____/_____ Primary Language: _____

Criteria:	Verification:
Part I - Assessment of Language Proficiency	
A. ELPAC Overall Score 4	Overall Proficiency Level: _____ Date: _____
Part II - Teacher Evaluation	
B. Student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English	ELA/ELD Teacher Signature: _____
C. Total GPA of 2.00 or above**	Total GPA: _____
D. No recent "Ds" in current ELD/ELA class**	Current ELD/ELA grade: _____
E. No recent "Fs" in current core subjects**	Current Math: _____ Social Science: _____ Science: _____
F. Reclassification Committee Rationale	

**For a student who has incurred shortfalls in academic success unrelated to English language proficiency and does not meet criteria C, D and E above, the Reclassification Committee may conclude that the student's low performance is due to factors other than second language acquisition. Therefore, the student may be reclassified to Fluent English Proficient (RFEP). *Rationale form must be attached to this form.*

Part III - Parent Opinion and Consultation

G. Parent/Guardian provided notice to participate in the consultation and input process. Date notice sent: _____/_____/_____

Part IV - Academic Performance: Please indicate rationale for reclassification by marking one of the following boxes.

H. ☐ Student's SBAC/CAASPP ELA score is "3" or "4" (met or exceeded)

I. ☐ Student's SBAC/CAASPP/ELA score is "2" (nearly met) and has an "A" or "B" in ELA Year: _____ Score: _____

J. ☐ Student's SBAC/CAASPP/ELA score is "2" (nearly met) and GPA is at least 3.0

Recommendation:

☐ This student has met all of the above criteria and is to be reclassified from an English Learner to Fluent English Proficient (RFEP). His/her academic progress will be monitored for four years.

☐ This student has not met all of the criteria and is not to be reclassified at this time. He/she will continue to receive services.

English Learner administrator: _____ Counselor: _____

Language Teacher: _____ Parent Letter Sent: _____/_____/_____

Reclassification Date: ____/_____/2021

Distribution: Original: Cumulative Record Copy: Parent/Guardian Copy: Plurilingual Services Department Revised 04/2022 AUHSD cm

Anaheim Union High School District
Plurilingual Services

Language Reclassification Consideration
Parent Invitation to Participate in Process

School: _____ **Date: _____**

Student's Name: _____

Dear Parent/Guardian,

Your child has been identified as a student who is progressing well in school and is therefore being considered for language reclassification from **English Learner (EL)** to **Fluent English Proficient (FEP)**. This change is only considered when a student has acquired sufficient academic English skills in reading, writing, listening and speaking, and has met additional district criteria. Consideration for reclassification of students will be conducted during the next few months. You will be notified by letter of the final recommendation.

You are invited to attend a school site meeting where the process of reclassification will be discussed, and you will be able to share your opinion on this matter. Spanish, Korean and Vietnamese translators will be provided, if requested in advance, at this meeting. If you are unable to attend and have any questions or concerns, please call the contact person below.

Date: _____

Time: _____

Place: _____

Contact person: _____

Phone: _____

Sincerely,

_____
English Learner Administrator

Anaheim Union High School District
Plurilingual Services
Explanation of Reclassification Criteria 2021-2022

To be considered for reclassification from EL to R-FEP, a student must meet the reclassification criteria listed below. Some of the criteria are state mandated, while others are district criteria. Students should only be reclassified when it is evident that they can succeed as well as an English only student at grade level. The reclassification committee will make the final determination after considering all criteria.

Part I – Assessment of Language Proficiency

A. ELPAC Overall level of 4 - Student must have a current year score of overall ELPAC level of 4.

Part II – Teacher Evaluation Criteria

A. Student is sufficiently proficient in English to participate effectively in a curriculum designed for students of the same age whose native language is English

B. Total GPA of 2.0 or above

C. No recent "Ds" in current ELD/ELA class and

D. No recent "Fs" in current core subjects

E. For a student who has incurred deficits in academic success unrelated to English language proficiency and cannot meet criteria B, C and D the reclassification committee may conclude that the student's low performance is due to factors other than second language acquisition. Rationale that demonstrates that other multiple measures showing English proficiency comparable to an English Only student have been met must be attached to the reclassification form for filing in the cumulative folder. (Some students may be enrolled in advanced math and science courses and are underperforming for reasons other than language. Attach rationale to reclassification form).

Part III – Parent Opinion and Consultation

A. Student's parent/guardian must be invited to participate in the process. A letter is sent home to all possible candidates.

B. A meeting is scheduled to talk to parents about the process and program offered to students. Parents should sign in as evidence that they attended and were informed. It is optional to have a privately scheduled meeting or a phone conference. This too should be documented and kept on file for compliance reviews.

Part IV – Performance in Basic Skills Criteria

A. If the student score on the SBAC/CAASPP/ ELA is "3" or "4" (met or exceeded) - no further requirements are needed

B. If the student score on the SBAC/CAASPP/ ELA is "2" (nearly met) he/she must have an "A" or "B" in ELA or

C. If the student score on the SBAC/CAASPP/ ELA is "2" (nearly met) he/she must have at least a 3.0 GPA or

rev. 05/232022

Procedures for Dually Identified SWD/PL (EL)
Reclassification Consideration

This process does not need to be conducted within an IEP team meeting, though, it can be.

The SWD/PL (EL) Reclassification Team shall consist of the following team members:

- PL/EL Administrator
- Counselor if a student is a student with a mild-moderate disability. The counselor can be excused if a student is a student with a moderate-severe disability.
- Special Education Teacher - Needs to be able to speak to the student's performance in the classroom. This can be the case carrier or another special education teacher.
- Psychologist
- Speech-Language Pathologist if the student receives speech language services.
- English Learner/Plurilingual Specialist (ELD Program Chair)

The SWD/PL (EL) Reclassification Team needs to consider the following factors:

- Past assessments of language proficiency
- Teacher evaluation of student's academic performance based upon the student's progress on linguistically appropriate goals
- Parent input
- Comparison of skills of English learners with disabilities to primary speakers of English with similar disabilities to determine whether the English learner with disabilities has sufficiently mastered the basic skills for reclassification consideration

Also to consider:

- Current multi-disciplinary report and student's identified special education eligibilities
- Current work samples
- IEP accommodations and modifications
- Peer comparison data (comparing to same-age peers with the same disability categories who were never English learners.)

Rationale:

- If the team decides that a student with disabilities should be reclassified because they are unable to meet a particular reclassification criterion due to the specific nature of his disability, document the impact the disability has on the student's ability to meet these criteria.

Reference:

CDE. (2019). *California Practitioners' Guide for Educating English Learners with Disabilities*

Special Youth Services & Plurilingual Services Joint Document November 9, 2021

School Site Name
Plurilingual Services
School Year 2021-2022

Students with Disabilities (SWD) Reclassification from English Learner/Plurilingual to Reclassified Fluent English Proficient (R-FEP)

Student Name: _____ ID#: _____ School: _____

Grade: _____ Date of Birth: _____ Primary Language: _____

Program: _____ Special Education Eligibility: Primary:_____ Secondary:_____

Criteria	Verification

Part I – Assessment of Language Proficiency

A. ELPAC Overall Level — Overall Proficiency level: _____ Date: _____

Alternate ELPAC Overall Level — Overall Proficiency level: _____ Date: _____

B. For SWDs, has student demonstrated an appropriate level of English Language Proficiency commensurate with their abilities when compared to English proficient students with similar disabilities? Yes ☐ No ☐

Part II – Teacher Evaluation

A. Total GPA of 2.0 or above** — Total GPA: _____

B. No recent "Ds" in current ELD/ELA class** — Current ELD/ELA grade: _____

C. No recent "Fs" in current core subjects ** — Current Math: _____Social Science: _____Science:_____

D. For SWDs, has student demonstrated an appropriate level of academic performance commensurate with their abilities when compared to English proficient students with similar disabilities in the same grade level? Yes ☐ No ☐

E. Reclassification Committee Rationale

** For a student who has incurred shortfalls in academic success unrelated to English language proficiency and does not meet criteria A, B, and C above, the Reclassification Team may conclude that the student's low performance is due to factors other than second language acquisition. Therefore, the student may be reclassified to Fluent English Proficient (R-FEP). *Rationale form must be attached to this form.*

Part III – Parent Opinion and Consultation

A. Parent/Guardian provided notice to participate in consultation and input process. Date notice sent: ____/_____/____

Part IV – Academic Performance: Please indicate rationale for reclassification by marking one of the following boxes.

A. ☐ Student's SBAC/CAASP/ELA score is "3" or "4" (met or exceeded)
B. ☐ Student's SBAC/CAASP/ELA score is "2" (nearly met) and has an "A" or "B" in ELA
Year: _____ Score: _____
C. ☐ Student's SBAC/CAASP/ELA score is "2" (nearly met) and GPA is at least 3.0
D. ☐ Student has received ELD services for more than six years and has demonstrated an appropriate level of performance in ELA basic skills commensurate with the student's abilities when compared to native English-speaking peers with similar disabilities in the same grade level.
E. ☐ Reclassification Committee Rationale

Distribution: Original: Cumulative Record Copy: Parent/Guardian Copy: Language Assessment Center Revised 11/21 LAC

School Site Name
Plurilingual Services
School Year 2021-2022

RECOMMENDATION:

_____ This student has met all of the above criteria and is to be reclassified from an English Learner to Reclassified Fluent English Proficient (R-FEP). His/her academic progress will be monitored for two years.

_____ The student is proficient in English based upon review of reclassification criteria and other data sources. The student demonstrates skills commensurate with their abilities when compared to native English-speaking peers with similar disabilities in the same grade level.

_____ This student has not met all of the criteria measures, but is recommended for reclassification. A rationale form is attached. His/her academic progress will be monitored for two years.

_____ This student has not met all of the criteria and is not to be reclassified at this time. He/she will continue to receive services.

_____ English Learner Administrator

_____ Counselor

_____ Special Education Teacher

_____ Psychologist

_____ Speech-Language Pathologist

_____ English Learner Specialist

Parent Letter Sent: _____/____/_____

Reclassification Date: ____/_____/_____

Distribution: Original: Cumulative Record Copy: Parent/Guardian Copy: Language Assessment Center Revised 11/21 LAC

Anaheim Union High School District
Plurilingual (PL) Services
R-FEP MONITORING REPORT AND INTERVENTION PLAN AS OF 04/21/2022

☐ Year 1 ☐ Year 2 ☐ Year 3 ☐ Year 4

School:

Student Name: ID:

DOB: GR: HL: LF:

Special Programs: ☐ SWD ☐ DLA ☐ AVID

Document Emailed: ___/___/___ Parent/Student Conf: ___/___/___ Phone Conf: ___/___/___

Stu Status: R-FEP Date:

Monitoring of Student Progress: ☐ Standard Exceeded ☐ Standard Met ☐ Standard Nearly Met ☐ Standard Not Met

Current Grades: ELA: Math: Current Toal GPA:

SBAC/English Language Arts	Date:	Grade:	Scaled Score:	Level:
SBAC/Math	Date:	Grade:	Scaled Score:	Level:

Most Current ELPAC Date: Grade:

Overall Score: Overall Level:
Oral Language Score: Oral Language Level:
Written Language Score: Written Language Level:

Comments regarding factors affecting student's achievement:

_____

_____

_____

Analysis of the above data demonstrates that the student is:

☐ Highly proficient - consider AP referral ☐ Progressing satisfactorily with grades

☐ Not progressing satisfactorily ☐ Not progressing satisfactorily in standardized testing

Contact your student's counselor if you have any questions about any of the following interventions:

☐ Check student's assignment planner ☐ Parent Contact by phone/in person

☐ Homework Club ☐ Progress Report (daily/weekly/monthly)

☐ AERIES parent connection ☐ At-risk counseling by counselor

☐ Request conference with math teacher ☐ EMT (Education Monitoring Team)

☐ Request conference with English teacher ☐ Referral to social work intern

UNLIMITED YOU

ANAHEIM UNION HIGH SCHOOL DISTRICT

STATE SEAL OF BILITERACY

Do you read, write and speak English and another language proficiently? Would you like a seal on your diploma and a medal to wear at graduation? Do you read, write and speak English and two or more languages proficiently? How about a plaque or a trophy?

Requirements:

1. Complete all High School Graduation requirements
2. Four years of English coursework with 2.0 or higher GPA
3. English Proficiency:
   a. ELA CAASPP grade 11 — meets or exceeds Standards.

**IF English learner student, must meet above criterion and must score 4 overall on ELPAC

4. Second Language Proficiency (Must Meet One of the Following):
   a. AP World Language of 3 or higher
   b. NEWL Exam score of 3 or higher
   c. SAT Exam score of 600 or higher
   d. IB Language exam score of 4 or higher
   e. Completion of District–Approved advanced course of study in the same world language receiving 3.0 total GPA for all semesters and demonstrate oral proficiency in this language at the mid-intermediate level or higher per ACTFL proficiency guidelines – Level 4 or Spanish for Spanish Speakers 3
   f. Successfully Pass the District-Approved language examination that tests reading, culture, writing and listening/speaking skills (Spanish, Korean, Vietnamese, Mandarin and/or Arabic)

*See your counselor for more information

AUHSD Seal of Biliteracy 2021-2022

Timeline and Checklist of Procedures

- Ongoing: Highlight and promote the learning of another language as a 21st century skill to all grade levels.
- January through February: Application window opens. Announce to seniors via websites, school announcements, flyers, posters, classrooms, etc.
- February: Site leads collect applications and verify criteria. Students who need assessments are noted in Google Sheets. (Preliminary analysis of candidates is noted in spreadsheets for the purpose of ordering medals and assisting with identification and communication.)
- November/March: Local assessments are scheduled by the LAC and school site and are administered and scored. Site leads continue to verify applications and scores and note them accordingly in the spreadsheet.
- March through April: Copies of applications and required documentation are delivered to the LAC. Final list of recipients is reviewed and diploma seals are ordered. Students' names are sent to graphic arts for graduation programs and to EIT for transcript notation.
- May: Medals and Seals for diploma are delivered to the school site. Students may wear medals at Senior Awards ceremonies.
- July-August: Students who have proof of passing a missing requirement (ie, senior AP test results), may bring evidence to the LAC for analysis. Seal and medal will be distributed accordingly.


UNLIMITED
YOU
ANAHEIM UNION HIGH SCHOOL DISTRICT
THE AUHSD
PATHWAY TO BILITERACY AWARD
Can you read, write, understand and speak in another language? Do you want to earn a ribbon to wear at 8th grade awards night and be on the Pathway to earning the Seal of Biliteracy when you graduate high school?
Requirements:
1. Met or exceeded on the ELA portion of SBAC
2. 2.0 GPA or higher in ELA courses
3. Ability to write coherently and with purpose in the two languages of instruction
4. Attend two cultural events and write a reflection on each, one written in English and the other written in the other language.

Chapter 3

Family and Community Engagement (FACE) & Empowerment

Chapter Overview

The Anaheim Union High School District (AUHSD) Board of Trustees recognizes that parents, which includes legal guardians, are the first and most influential teachers of their children. Furthermore, that sustained parent and family engagement in the education of their children contributes to student achievement (AUHSD, 2018). This support is beneficial to all students, especially English learners (ELs). This chapter provides a definition of family engagement, tips for better communication, opportunities for involvement, and systematic tools especially designed to support parents of ELs.

Fundamental Concepts

The main ideas of this chapter are based on the fundamental concepts presented in Strand 6 and 7 of the *Guiding Principles for Dual Language Education* (Howard, Lindholm-Leary, Rogers, Olague, Medina, Kennedy, Sugarman, & Christian, 2018). Furthermore, Elements B, D, and E in Principle 1: Assets-Oriented and Needs-Responsive Schools of *The California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs, and Practices for English Learners*, or CA EL Roadmap, (CDE, 2018) was also also used a self-reflective tool and fundamental concepts for this chapter.

Components

An element described in the first principle of the CA EL Roadmap (CDE, 2018) is that schools "value and build strong family and school partnerships" (p. 13). This idea must include a two-way open discussion with parents, students, and any other family member involved in the student's education. In order to demonstrate that a partnership is welcome, schools must provide an environment where the students feel safe, included, and supported.

What is Family Engagement?

Educational institutions may at times interchange family involvement and family engagement, which in essence relate to the same idea, but are very distinct in meaning (Constantino, 2019). Ferlazzo (2011) states that the definitions of each word are different because "involvement implies *doing to*; in contrast, engagement implies *doing with*". Furthermore, involvement tends to be an association whereas engagement is a commitment (Constantino, 2019). In order to better assist our ELs, AUHSD asks parents to be engaged in at least one of various activities, events, or initiatives.

Family Engagement Activities

AUHSD provides parents and the community with a myriad of different opportunities to learn and become involved in the school. AUHSD has found innovative ways to create infrastructures, have additional resources, and even hire personnel to offer parent leadership classes and family engagement activities for all families. An initiative that according to Mapp and Molnar has been found to be true for very few districts in the United States (as cited in Santana, Rothstein, & Bain, 2016).

The prime example of an intentional infrastructure within AUHSD is the Language Assessment Center, which is the hub and primary stop for any newcomer student. In addition to the basic services of interpretation and translation it is also the department that oversees all the reclassification testing that ELs do in the school year.

Other parent and community events include a monthly Coffee with Administrators, quarterly Reflective Learning Walks for Parents, and seven-week sessions of Parent Leadership Academy, all taking place at the school where the EL student is enrolled. The monthly Coffee with Administrators allows parents to gain a better understanding of the academic curriculum and receive current information on initiatives and goals of the school. This event allows parents to be able to ask specific questions and receive a direct response from an administrator or counselor in attendance.

The Reflective Learning Walks for parents, or more commonly known as Parent Learning Walks, provide intentional formative assessments and opportunities for parents to increase their understanding of the content & language objectives being taught in the classroom. Emphasis is on performance and task assessments that demonstrate acquisition of college and career skills. This event allows for parents and anyone from the community who registers to visit our classrooms to discuss their observations using a neutral and evidenced-based language. Most importantly, parents learn about methods and tools they can use to better assist their students at home by observing the student-teacher interactions during their visit.

Lastly, the Parent Leadership Academy (PLA) is a series of parent-to-parent sessions in collaboration with the Family and Community Engagement Specialist (FACES) that has two cohorts. In the first cohort (known as PLA 1) parents are informed about the education systems in California, responsibilities and expectations to establish support at home, educational technology tools, and college admissions criteria. In the second cohort (PLA 2) the focus is culture & identity, social and emotional factors that affect students, Dr. Conley's Four Keys, and Growth Mindset. After completing the sessions our parents are celebrated with a graduation ceremony and are asked to invite new parents to do PLA 1 or PLA 2. These sessions, depending on the site, are provided in the native language of the attendees. At this point PLA

sessions at AUHSD have been presented in English, Korean, Spanish, and Vietnamese. The efforts of accessibility extend beyond the language as these sessions are presented in the morning and/or afternoon, depending on the needs or requests from the community.

The Stages of Immigrant Involvement

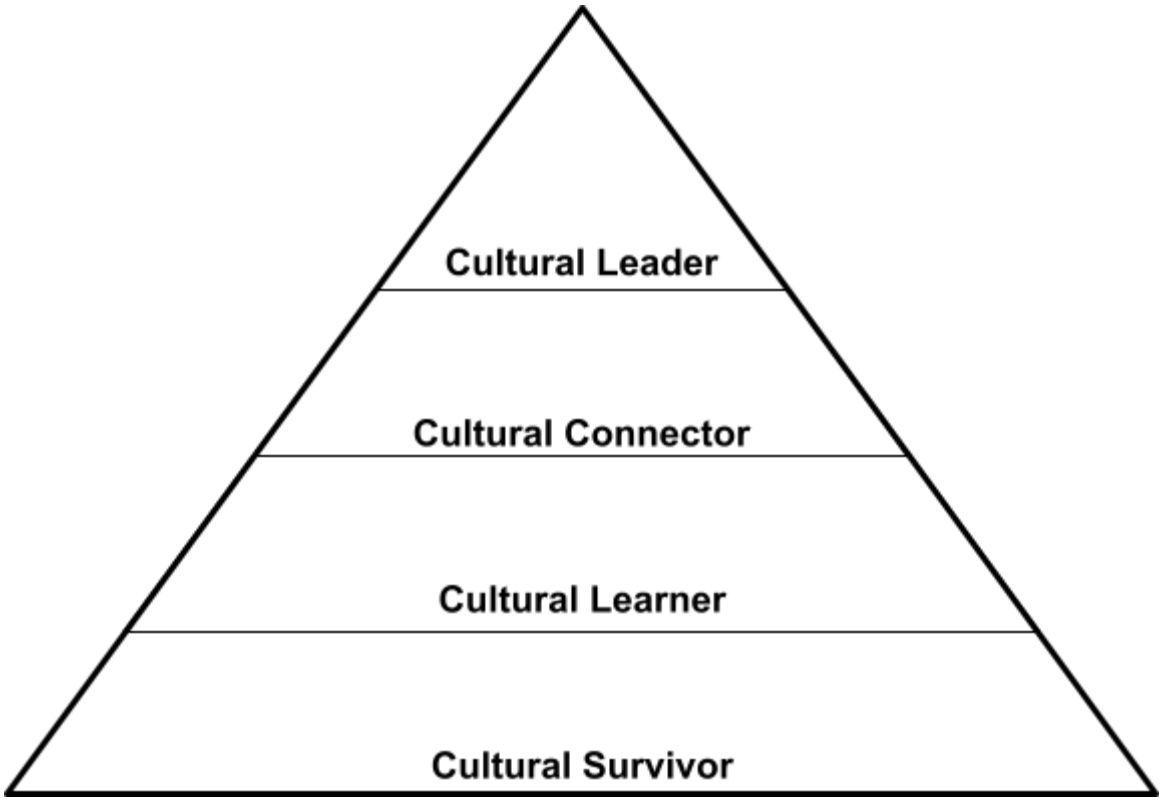


Figure 3 - 1: *The Stages of Immigrant Involvement. (Adapted from Santana, Rothstein, and Bain, 2016)*

AUHSD recognizes that “there is no single EL profile” (CDE, 2018, p. 13) that fits all EL students’ experiences and characteristics. Therefore, we meet families first and then identify the needs based on the information they provide. After a thorough interview and language exam has been done by the staff in the AUHSD Language Assessment Center, the student is enrolled at their nearest home school. The best method to identify the families we serve is by using the Stages of Immigrant Involvement, described in Santana, Rothstein, & Bain (2016).

Similar to Maslow’s Hierarchy of Needs, the Stages of Immigrant Involvement is a pyramid that starts with the most basic type of involvement — Cultural Survivor — and envisions the last stage — Cultural Leader — to be the most advanced type of involvement. In the Cultural Survivor stage, EL families need very intentional and consistent types of support in order for them to meet their basic needs first before they even consider educational involvement. A family who is identified in this stage may have dire needs due to refugee status, homelessness, or

other personal matters. They may also be busy doing more than one job, which prevents them from attending school functions or getting involved.

Families identified in the Cultural Learner stage may be those families who rely heavily on the support of an interpreter. At AUHSD families have the advantage of having bilingual staff in the office and sometimes also in the classroom with a bilingual teacher or instructional assistant. They are different from a Cultural Survivor because they may be more involved in school functions and/or may have a better understanding of the United States education system.

A family identified in the Cultural Connector stage is the epitome of most parents we have at AUHSD. They are those families who echo all the initiatives and programs the school system has to offer to other immigrant families. They understand and are active with their school or district family engagement practices but still need language support from an interpreter, even though they themselves may serve as an interpreter or terminology definer to other parents. Families in the Cultural Connector stage inspire, encourage, and empower those families in the previous stages described to join them in school functions and activities. Similarly to the name of the stage, they serve as a liaison for one or more families who they are close to.

Last but not least, is the Cultural Leader stage. This is the vision of AUHSD for all families because they are regular attendees of events since they are the most comfortable with the language, culture, policies, and procedures of the educational system. In terms of engagement, they are not only engaged but seek to be in leadership positions and be advocates of other families — especially when it directly affects immigrant families. Due to their involvement and disposition they tend to obtain vital information of needs from immigrant families and know the correct channels they need to reach in order to bring about change.

Strategies for Supporting Newcomer Students and Their Families

There exist a wide variety of ways to support newcomer students and their families. At AUHSD, there are fluid systems and structures in place that allow for a staff member to use the necessary resources for a family incoming to the district. It is fluid because it allows for constant evaluation, modifications, and adaptations depending on the student and the school site.

The first step that occurs in all the intake process is that a staff member from the Language Assessment Center (LAC) will provide an in-person interview to the family, which will inform the LAC staff of the amount of credits the student comes with, the English language level, and any socio-emotional needs. A formal language assessment is also provided for the student as well. The LAC staff then produces an “Initial Parent Notification of Assessment Results and Program Placement” form. The three categories mentioned earlier can also be found in an individualized plan for each student. Based on the responses provided to the LAC staff member, they will then inform the school site colleagues of the needs of the family. An email with the student’s information is then shared with key site leaders so that they are informed of how they can best serve the family that will be enrolling to their school in the upcoming days. Usually the site

leaders included are: principal, assistant principal, counselor, and registrar. If needed, the FACES and/or social worker may also be included in the communication. The purpose of this email is to frontload the staff and inform them of the languages spoken by the students and/or families so that they know to find interpretation and anything else to assist the family to feel welcome.

Communication with Parents/Guardians and Families

As outlined in Principle #1, parent-to-teacher two-way communication and engagement are a crucial aspect of student achievement (EL Roadmap Rubric, 2018). As educational agencies, the newcomer student and their family must be seen as assets that are coming into their school and as such the institution must find ways to incorporate them into the school culture.

According to Breiseth, Robertson, and Laford (2011), school leaders need to: find ways to communicate, make enrollment manageable/accessible, and provide opportunities for parents to learn. The communication must be accurate and reliable because families need to obtain the correct information. In addition to that, staff must find out the preferred method of communication from the families so that the interaction is effective. Of course translators and interpreters are an essential tool that can help with the communication — more on them later in the chapter. Before the communication starts, the enrollment process needs to have support for families and provide user-friendly procedures that are not intimidating. Some examples provided in “A Guide for Engaging ELL families: Twenty Strategies for School Leaders” (2011) are to provide translated forms, bilingual support, and welcome centers to name a few; but most importantly ask the families if they worked for them and at the same time having those resources available throughout the year. Lastly, educate parents on complex topics by providing workshops in their native language so that they can feel valued and understood. An additional consideration is to invite other families who have gone through the process so that they may ask questions or simply feel that they have someone to relate to.

Translators and Interpreters

In order for the parents to feel connected to the school or district, they must first feel welcomed. This idea lets families know that they are valued members of the district and that school is “an integral part of the community” (Houk, 63) (as cited in Breiseth et al., 2011). *Communicating Important Information* is the second of six themes provided in the guide written by Breiseth et al. (2011), which includes several strategies that clearly delineate the best practices for this communication to be reliable and formal among others. Translators and/or interpreters play an integral part of this practice because they provide parents a tool to better communicate with the teachers, administrators, and school staff. Blankstein et al. (2011) highlight the importance of translators and/or interpreters in the Three Principles for Building Positive School-Family Relationships.

The first principle revolves around the ideas of mutual understanding and empathy (Blackstein et al., 2011). Among many other potential barriers families may face while navigating the educational system, EL family members supporting a student will most likely have the dire need of an interpreter in order to understand the communication shared by the school, to reach out for support, or when having a meeting.

AUHSD understands the families and the significance of providing customer service in their native language. For this reason, they have bilingual staff who speak: Arabic, Korean, Spanish, and Vietnamese. The majority of this staff is housed at the district and schools are able to schedule or request their services as needed. Translators and interpreters provide much more than just language support, they provide a voice for parents and the opportunity for them to become more engaged in their child's education.

The systematic approach to language interpretation is analyzed on the basis of need and equity. Although AUHSD has interpreters at the district-level, they are not enough to provide all the services needed at the school sites who have more than half of their student population whose household speaks languages other than English. For this reason, there are some schools who have interpreters housed within the site who work on translating documents or interpreting for meetings specific to the site. In addition to that and in the search of providing the best customer service, they also have bilingual staff who can provide basic communication if a parent contacts the school.

Strategies for Communicating with Families

The best strategy is a team-effort approach to communicating with families. At AUHSD we have several staff who are bilingual and can provide families with language support. There is a tiered system of support that starts at the school site level and moves to the district-level staff as the need becomes overwhelming. Before describing the system of support, it is important to note that AUHSD uses a mass communication platform that collects the information, language preferences, and medium/modalities that the family chooses in their own profile. This platform allows for the communication sent home to be satisfactory for the families because they obtain the information how they want it and in the language of their liking. Although not all the languages are available, the most common languages are and the majority of the families have reported to feel connected to the district and/or school thanks to the continuous communication.

Regular outreach and communication is key and also happens to be another principle in building a positive school-family relationship (Blackstein et al., 2011). At AUHSD, we have several avenues to communicate with families. The main one and most consistent avenue of communication is done on a weekly basis — most often over the weekend — known as the weekly call, usually done by the Family and Community Engagement Specialist (FACES) or an administrator. This is usually sent as a text message, phone call, and/or email. In addition to that, there are also other communications that may go out throughout the week to promote an event, meeting, or important update.

Communication is a two-way process that involves the parents also reaching out to obtain clarification after communication goes out. When this happens, parents know to reach out to the FACES or the office at school to get their questions answered. They may also choose to contact the AUHSD Call Center, a service provided by the district so that families can have their questions answered in Arabic, English, Korean, Spanish, or Vietnamese. If their question or concern is more specific then they will reach out to the particular school staff they need to talk to. If there is a language barrier, then the school staff will seek support from bilingual colleagues on campus or the district to request the support of an interpreter. The utmost importance of the process is that parents feel welcome and listened to, preferably in their own language.

Parent Advisory Committees

The National Parent Teacher Association (PTA) has established and published "10 Truths About Parent Involvement" (Blankstein et al., 2011), which is an idea that AUHSD fully supports. Among them are two that must be highlighted not only because of their importance but because they describe the reasons behind why parent advisory committees exist:

> 5. Parent involvement is an ongoing process, not a series of events.
>
> 6. Parent involvement requires a shared vision, policy, and framework for planning programs and practices that are connected to student learning.

AUHSD not only wants families to be communicated or instructed about the school system, it is more than that. The goal is to also have them as active participants and contributors to the development of curriculum. This can be done in a variety of ways ranging from, responding to a survey, to generating needs assessments, and being involved in parent advisory committees. Being involved in such committees makes parents feel empowered and advocates. These ideas are also shared by PTA in their National Standards for Family-School Partnerships (as cited in Blankstein et al., 2011). Although all six of the standards are important, this plan and the parent advisory committees described below will embody Standard 4 and Standard 5.

> **Standard 4. Speaking Up for Every Child**
> Families are empowered to be advocates for their own and other children, to ensure that students are treated fairly and have access to learning opportunities that will support their success.
>
> **Standard 5. Sharing Power**
> Families and school staff are equal partners in decisions that affect children and families and together inform, influence, and create policies, practices, and programs.

The two parent advisory committees closely associated with EL families are the English Learner Advisory Committee (ELAC) and the District English Learner Advisory Committee (DELAC).

Although they may seem like one in the same, it is important to emphasize that ELAC is the microcosm of DELAC. That means that their functions are similar, but ELAC is very specific to the school site whereas DELAC is less specific to school sites and seeks to support ELs as a district.

ELAC & DELAC

English Learner Advisory Committee (ELAC)

The purpose of ELAC is to advise the principal and school staff on programs and services that benefit ELs. This committee can only be composed of parents of students identified as ELs. This committee must be formed when 21 or more students classified as ELs are enrolled in a particular school. Once formed, the committee must form their own bylaws and schedule their regular meetings for the school year.

Some of the tasks that this committee must achieve range from developing a language census for the school, developing needs assessments for the school, and perhaps the most important one - developing a section for ELs in the Single Plan for Student Achievement (SPSA). This plan outlines all the initiatives that the school will seek to achieve and allocate funds, while also connecting them to the Local Control Accountability Plan (LCAP) of the district. That means that parents must be well-informed about the different types and categories of funds that are allocated to the school. In addition to having meetings at school, it is required that at least one parent member is elected to represent the school site in the DELAC.

Schools with 21 or more ELs are required to establish a functioning ELAC that provides advice to the site administration on programs and services for English Learners. All of the schools in OCDE - ACCESS have sufficient ELs to meet this criterion and have formed ELACs. The committees are established using the process below:
1. Formation The Committees are formed by informing parents of the function of the ELAC and their opportunity to belong through written communication and in parent meetings. All parents/guardians of ELs have an opportunity to participate and be members of the committee.
2. Membership Requirements ELAC will be composed of parents and staff. The parents of ELs and recently RFEPed students (within the academic school year) will be represented on the committee at the school site. All members must be able to attend the ELAC meetings.
3. Advice The ELAC advises the principal and staff on topics relating to ELs, including at the minimum:
● The development of a school-wide needs assessment, and ways to make parents aware of the importance of school attendance.
● The development of a site plan for ELs and submitting the plan to the school site council for consideration of inclusion in the School Plan for Student Achievement (SPSA).
4. Training Members receive training and materials, planned in full consultation with committee members, to assist members in carrying out their legal responsibilities. 5 Delegating Authority for ELAC Responsibilities to the School-Site Council (SSC) Compliance regulations allow for a

school to consolidate or combine their ELAC with the School Site Council (SSC). However, to address the targeted needs of our students and parents, our Local Education Agency (LEA) has chosen to conduct a separate ELAC and SSC. Separate Functioning ELAC EL parents conduct ELAC meetings as much as possible. The principal or designee assists in coordinating and publicizing the meetings. All ELAC meetings are open to the public and will be publicized in the languages used by the parent community. When the ELAC is a separate committee, the by-laws that appear in this section are followed.
The school's ELAC committee shall be composed of the following:
● Principal
● The parents of ELs and recently RFEPed students (within the academic school year) attending the school
● Termination Membership shall automatically terminate should a member no longer meet membership requirements.

DELAC Representative Representatives from the site ELAC are recommended to represent their school at the DELAC. However, all parents will be invited to all the DELAC meetings. The parent representatives from the site will provide the Area with DELAC updates.

District English Learner Advisory Committee (DELAC)

Similarly to ELAC, the DELAC's purpose is to advise the district's governing body on programs and services for ELs. AUHSD has this committee because there are at least 51 EL students enrolled in the various schools. It is important to note that this committee must be formed regardless of the language those families identify with, they are all English learners or emerging bilinguals.

In terms of task that must be accomplished by this committee, their primary focus is to review and comment on the reclassification process by the district, combining the various sections proposed by each site's SPSA, and developing a timetable or recommendations for the LCAP to fund initiatives that benefits EL students at their site and at the district as a whole. Lastly, and most importantly DELAC needs to provide its members with the appropriate training and up-to-date information for these members to replicate and bring to their ELAC.

Districts with more than 50 ELs enrolled are required to establish a functioning District English Learner Advisory Committee (DELAC) that advises the superintendent or their designee on programs and services for ELs. Parents/guardians have the opportunity to elect members to the DELAC annually.

DELAC meets the following requirements:
Advises the superintendent or their designee regularly on all the following tasks:
● Development of a district master plan including policies guiding consistent implementation of EL educational programs and services that takes into consideration the School Plan for Student Achievement (SPSA).

● Conducting a district-wide needs assessment on a school-by-school basis.
● Establishment of district programs, goals, and objectives for programs and services for ELs.
● Development of a plan to ensure compliance with any applicable teacher and instructional aide requirements.
● Review and comment on the LEA's reclassification procedures.
● Review and comment on the written notifications required to be sent to parents and guardians.
● Review and comment on development of the Local Control and Accountability Plan (LCAP).



District English Learner Advisory Committee Executive Board Officers 2022-23

Family Support

Many, if not all, of the programs and services mentioned in this chapter are promoted by a family and community engagement (FACE) team at the school. This team is composed of parent leaders, school staff, and administrators. A vital member of this team is the family and community engagement specialist (FACES). They are vital in every sense of the word because

they provide the link between the school system, the community agencies, and anything associated with family engagement as it relates to student success. Their role is designed to be the first person any parent can reach out to for support. The abbreviation is fitting because they *are* the face of the school in the sense that they serve as public relations, the parent liaison, and more.

In addition to connecting to families with knowledge and information, FACES are all bilingual in Spanish which means that they connect with EL families who speak Spanish at a higher level because they can identify with them. If for some reason, the family speaks another language there are School Community Liaisons or interpreters who can provide support.

At AUHSD family support is not only provided to some families one time. There is always space to grow and develop more relationships. FACES, especially, always seek the opportunity to provide a resource to families or have events at various times so that new families can get involved. They also work with and develop parent leaders so that they connect more families with the school and/or district. Involvement from parents is an ongoing process and it must be meaningful (Blankstein et al., 2011) otherwise the programs and events will remain as simple ideas without execution. In conclusion, the idea of involvement needs to transform to engagement by making associations lead to commitments (Constantino, 2019).

Engagement in Virtual World

Friday, March 13, 2020 will forever be marked as the last day of traditional education. The following days after that were used to plan a turning point in the way we knew how to provide education to the students and resources/support for our families. All the information described in the previous sections of this chapter was made available in person, at the school site, with a traditional way of doing education. After March of 2020 educators around the country and the world had to transform their definition of instruction, classroom, and methods to adapt to the needs of distance learning in a virtual world. Family engagement was not exempted from the challenge and so several functions and events had to be done virtually. For the purpose of this plan we will focus on the Virtual Parent Leadership Academy and District English Learner Advisory Committee as they relate to the EL community.

Virtual Parent Leadership Academy

In 2019, the AUHSD was recognized as an exemplary district due to their family and community engagement efforts, programs, and initiatives. Some of the highlights were: the stakeholder engagement events to update the Local Control Accountability Plan (LCAP), the Parent Leadership Academy (PLA), and the role of the Family and Community Engagement Specialist (FACES). The PLAs are one of the distinct reasons why families feel so connected to school, especially those who facilitate the instruction and discussion to other parents. As stated earlier, these are facilitated from well-informed parents to other parents who are seeking to become

advocates for their students. It is a platform that not only informs parents, but most importantly allows for connections & relationship-building among parents and the FACES.

Due to its importance, this program — PLA — could not be discontinued. Instead it needed to adapt to the changes, be updated, and presented to address the current needs of the families. Thanks to a collaboration with California State University, Fullerton and the Gaining Early Awareness and Readiness for Undergraduate Program (GEAR UP) through the AUHSD Educational Pledge, the district was able to have a small group of FACES work on taking on this arduous task during the summer of 2020. Once the 2020-2021 school year started in August, families had a new parent education curriculum to look forward to, simply renamed as: Virtual PLA.

This new curriculum included four modules: Family Engagement in a Virtual World, Supporting Students through Distance Learning, Technology and Distance Learning Platforms, and Mental Health in our Current Reality. The timeline for presenting these modules was crucial, therefore some school sites presented two modules per week so that more families could be exposed to the content at a quicker rate. Lastly, the foundation of the content was focused on the PLA 1 and PLA 2 modules, with a few additional content exclusively revolving around distance learning and the impact of the COVID-19 pandemic on our lives; especially the students. It was exciting to see the interaction among parents in these video conference platforms, the collaboration of some sites to connect junior high parents with high school parents, and the engagement of new families who would otherwise not be able to attend if these sessions were presented in-person.

Our beloved EL parents were not left out of this opportunity to get informed and connected to the school. Virtual PLAs were also held in Korean, Spanish, and Vietnamese. Thanks to the non-existent barriers (such as distance or travel time) families on the west side of the district were able to connect virtually to the east-side presentations and vice-versa, if the sessions provided by their local site conflicted with their availability. Furthermore, parents of EL students had more than just Virtual PLA to get connected to school and the school system. Other programs and events were also adapted to a virtual mode. Some of them include, but are not limited to: Coffee with Administrators, Back-to School Night, Open House, the English Learner Advisory Committee (ELAC), School Site Council, and even those events at the district such as the LCAP Stakeholder Engagement meetings and the District English Learner Advisory Committee (DELAC). This latter event will be spotlighted in this plan, not only because of their significance to the EL community but also their resilience and determination to make it possible.

District English Learner Advisory Committee

“The show must go on!” is a common phrase in the entertainment or performance industry. This is exactly what AUHSD did when they learned of the adaptation to distance learning and the new reality of this virtual world. The once held in-person meetings were transferred to video conferencing meetings. Although it may sound easy, it was not a smooth transition. On the contrary, it was a multi-layered puzzle that needed to be figured out one piece at a time in a very

short period of time. The challenge was: how can we host hundreds of people in one virtual room with the capacity to have live, simultaneous interpretation at the same time?

The first solution was to have multiple video conferencing meetings running simultaneously, where there was a main meeting room in English and the other four rooms were hosted by the interpreters. That meant that interpreters had to have at least two devices connected at the same time; one for the main room in English and one for the language they were interpreting. It also suggested that the district had to have an assisting interpreter, if possible, to help with the chat and/or for technical support that the interpreter may need.

After completing the first semester of distance learning during the spring of 2020, AUHSD was able to allocate funds to buy licenses for another video conferencing platform that allowed for more room capacity and most importantly the ability to have interpreters simply be concerned about interpretation. The families also had easier access to simply toggle from the English language to Korean, Spanish, or Vietnamese without having to have two devices or leaving one room to log-in to another. There are still technological difficulties and lessons to achieve, but the moral of the story is that: when there is a will, there is a way. Although virtual meetings will never be the same as in-person meetings, one can truly say that the virtual DELAC meeting resembles the main essence of the in-person ones.







Chapter 4

Effective Instruction for English Learners

Chapter Overview

AUHSD strives to provide intellectually rich instructional pathways for students that foster bilingualism and biliteracy in a culturally responsive climate. Instruction builds upon the linguistic and cultural assets of English learners while developing high levels of English proficiency. Educators must consider the language development needs of our diverse EL population in their lesson design and provide appropriate scaffolds and support for ELs as they work towards reclassification, graduation, and success in post-secondary options.

This chapter begins with a discussion of the importance of school culture and the physical and philosophical classroom environment. This chapter serves as a guide for administrators and counselors responsible for developing the Master Schedule, as well as for educators to understand the instructional needs of ELs and how to build on the language assets they come with.

Culturally and Linguistically Responsive Pedagogy

Teachers acknowledge and value the linguistic and cultural resources students bring with them into the classroom. Teachers should leverage and celebrate these assets to build and strengthen relationships that contribute to the creation of an inclusive, affirming and welcoming environment.

Intellectually Rich Instructional Pathway

AUHSD recognizes that planning for an effective and instructionally rich program begins with understanding the diverse nature and needs of English learners. The following section provides information to guide decision-making that best serves ELs:

- Typologies of ELs
- Instructional Program Options
- Enrichment Opportunities
- Classroom Composition

Typologies of ELs

English learners come to school with a range of cultural and linguistic backgrounds, experiences with formal schooling, proficiency in their primary language and in English, migrant statuses,

and socioeconomic statuses, as well as interactions in the home, school, and community (California ELA/ELD Framework, 2014).

Table 4 - 1: EL Typologies

Native U.S. Born ELs	English learners who are U.S. born citizens.
Newcomer ELs	Students who have been in the U.S. for 1 or 2 years.
Highly Schooled Newcomer ELs	ELs who have been in the U.S. for 1 to 2 years, but who have attained a high quality education in their primary language
Students with interrupted formal education (SIFE)	Students who had limited to no access to school in their home country or whose education was interrupted.
Transnational ELs	ELs who frequently travel between the U.S. and their home country
Long-term ELs (LTEL)	Students who remain classified as EL for 5 years or longer and who have not met the criteria for reclassification
At risk of becoming LTEL	Students who have been identified as EL for 4 years or more and who have not made progress on the English Language Proficiency Assessment for California
Reclassified English language learners (RFEPs)	Former ELs who have met their state's linguistic and academic criteria to be reclassified as fluent English proficient and exited from EL programs.
Ever ELs	Currently classified as ELs and RFEPs

Instructional Program Options: Structured English Immersion

ELD and ELD Literacy Support for Newcomers

The purpose of the English Language Development courses is to provide intensive language instruction to newcomers who have been enrolled in U.S. schools for three years or less and who are at the emerging and expanding levels in order to prepare students for success in their courses. The ELD Literacy Support class is a one period protected time during the regular school day when teachers use the CA ELD standards as the focal standards in ways that build into and from content instruction. This designated ELD Literacy course supports ELs in developing the discourse practices, grammatical structures, and vocabulary necessary for successful participation in academic tasks in all content areas. There is a strong emphasis on oral language development, reading, and writing as students learn to use English in new ways and develop their awareness of how English works in both spoken and written language.

Newcomers at the Emerging and Expanding levels of English language proficiency are placed in ELD I, II, or III (high school) where they receive their ELA credits. The specialized instruction focuses on accelerating students' English language and literacy development while also providing them with full access to core content (CA ELA/ELD Framework, 2014). Students enrolled in ELD courses at the high school level may fulfill one year of the A-G "b" English requirement.

Placement in ELD courses is based on multiple measures, including current ELD level, proficiency level, initial or summative ELPAC score and the number of years they have attended U.S. schools. Students are expected to progress through the courses in sequence by meeting the learning objectives of each course and demonstrating mastery through a final assessment for each ELD course. Students will not be required to repeat any ELD course if they score proficient on the final assessment for that course, even if the students have not received a passing grade.

In April of each school year, ELD teachers are provided with a teacher release day to review Movement Through Program (MTP) data for students exiting one ELD level and entering the next level. The data include: ELD Semester 1 Mark, ELD Quarter 3 Mark, GPA, Prior ELD level, last ELPAC, a baseline and end of year writing sample, a curriculum embedded reading assessment, and a performance task assessment. After analyzing the data of the students enrolled in the ELD Program for Newcomers, teachers make recommendations for the ELD Program as part of the cycle of continuous improvement.

ELA Courses with embedded Designated ELD

English learners who are not enrolled in the ELD for newcomers program are enrolled in their grade level English course and receive designated ELD within their English Course. During the designated ELD time, teachers focus more intensively on the language of the texts and on the language learning needs of ELs at the different proficiency levels. Teachers implement strategic grouping during the class period to allow ELs to be actively engaged in collaborative discussions in which they build their awareness of language and develop their skills and abilities to use language. Through heterogeneous grouping, ELs engage in oral academic discourse with their English only counterparts who serve as models of the language. Through homogeneous grouping, ELs are placed by proficiency level in order for the teacher to meet their distinct language needs.

During the Fall and Spring, the District EL/Multilingual Task Force meets with each school site's EL/Multilingual Task Force to review the EL LCAP Recommendations and to discuss EL/ML progress. The purpose of the site visits is to continue to build site capacity to increase access, opportunity and equity for EL/ML scholars; to create greater understanding of the collective work we are doing for this student group; and to determine the progress of ELs receiving Designated ELD. Fall and spring outcomes vary each year for the site visits. Below is a sample of outcomes discussed and analyzed during the site visits.

- Describe how your site is creating programs, curricula and instruction that are responsive to EL/ML student characteristics and experiences.
- Review and discuss your spring continuous improvement plan for EL/ML
- Describe how you will proceed with the EL/ML Success Monitoring this year.
- Analyze the data (1 semester grades, graduation rates, A-G completion, Reclassification, Seal of Biliteracy, etc.) and discuss celebrations and opportunities.
- Reflect on the Spring SPSA and describe how you are moving forward with equitable grading.
- Share how you will move forward with real time credit recovery for EL/ML scholars.

The biannual site visits ensure accountability and are part of the cycle of continuous improvement.

Supplemental Support Courses for English Learners:

ELM

The purpose of the English Language Mainstream (ELM) course [which is a structured English Immersion course with Integrated ELD, despite the name which we will need to change] is to provide intensive language instruction to support junior high students for success in mainstream courses. This course supports ELs in developing the discourse practices, grammatical structures, and vocabulary necessary for successful participation in academic tasks in all content areas. There is a strong emphasis on oral language development, reading, and writing

as students learn to use English in new ways and develop their awareness of how English works in both spoken and written language. Students enrolled in ELM are concurrently enrolled in English 7 or English 8.

The priority target group for this course is 7th grade students who have been identified as Long-Term English Learners. ELM may also serve as a support course for students exiting ELD II and who still need additional language support.

Language and Literacy for ELs

The Language and Literacy for English Learners course is designed specifically with the needs of high school Long-Term English language learners in mind, building the academic language, literacy, and study skills that are foundational to college and career readiness. Students will develop fluency through authentic and engaging uses of language – both oral and written – and through strategically crafted opportunities to practice newly learned structures with different contexts. The course includes the following components:

- Preparation for college and career through instruction and practice of critical college and career readiness skills, with an emphasis in reading, writing, speaking, and listening.
- Mastery of grade-level skills in literacy.
- Engagement of students in learning tasks that will promote academic language development in listening, speaking, reading, and writing.
- Ongoing formative assessments and progress monitoring to measure students' level of language development.
- Strategically designed instruction in reading and writing processes that build the students' proficiency and confidence to develop their abilities to read fluently and write about complex texts.
- Intentional use of structured oral academic conversations between students that develops their ability to elaborate, to use language accurately, and to develop sophistication of discourse.
- Culminating written and oral projects that engage students in research.
- Metacognitive activities are embedded throughout the units to ensure students reflect upon the strategies for success they are developing and understand how to apply those strategies in other content areas.

The priority target group for this course is 9th grade students who have been identified as L-TELLs and who have not been enrolled in a previous language support course. Students may earn the "g" college prep elective credit upon successful completion of this course.

AVID Excel

AVID Excel is a junior high elective course for students who have been identified as Long-Term English learners or who are at risk of becoming a L-TELL. The elective provides explicit instruction in English language development and academic language through reading, writing, oral language, academic vocabulary, and college readiness skills. AVID Excel is designed to prepare 7th and 8th grade students to enter 9th grade with the language skills that will enable them to succeed in rigorous coursework.

The AVID Excel elective classroom is a dynamic and interactive environment in which intermediate-level ELLs have multiple opportunities each day to practice their oral and written language in a supportive space. The AVID Excel elective classroom is characterized by high levels of teacher-directed student interaction, participation, and activity. Both the physical environment and the philosophical environment are intentionally structured to maximize learning. Teachers utilize the classroom as a space for building relationships - relationships to content, to ideas, to language, and to people (AVID Excel Curriculum Introduction, 2014).

AVID Excel is an accelerated pathway into high school AVID and on to college and career preparation—replete with cohort support, family engagement, an assets-oriented focus on biliteracy, and careful construction of a rigorous and scaffolded curriculum. The curriculum reflects a deep understanding of the full and complex range of L-TELL needs. It is a comprehensive approach that is age appropriate and gives its students the tools and support to take control of their schooling and plan their pathway to college and careers.

Dual Language Options

Upon enrollment, the Language Assessment Center notifies parents of newly arrived English learners of the option to enroll their student in one of AUHSD's dual language immersion academies. These dual language academies may also lead to CTE pathway completion in which students can be college and career ready as well as earn the California State Seal of Biliteracy.

Some English learners enrolled in a dual language immersion academy may be placed in the dual language pathway course rather than ELD Literacy Support (see section on dual language). For these students, Designated ELD is provided in their ELA course.

Integrated ELD

AUHSD takes a comprehensive approach to ELD by providing English learners with both integrated and designated ELD. The district works to ensure that English learners have full access to grade-level content in all disciplines, as well as specialized instruction in academic English to prepare for college, career and life success (CA ELA/ELD Framework, 2014).

Since the adoption of the CA ELD standards and CA ELA/ELD Framework, the AUHSD has provided ongoing support and professional learning to ensure all educators working with English learners understand the key knowledge, skills and abilities in critical areas of ELD that students learning English need to develop to be successful in school. The 5Cs Coach works with their staff in building their capacity to provide integrated ELD throughout the school day.

The Tables below include a list of some of the current instructional strategies used by teachers to support English learners. For a more comprehensive list of strategies, click on the links below.

Content Area Resource to Support Integrated ELD

ELD Standards with Recommended Activities and Strategies

Table 1

Building Background	Realia, Photos, and Illustrations KWL Chart Pretest with a Partner Student Journals Personal Dictionaries
Comprehensible Input	Vocabulary Cards and Flip Books Framed Outlines Thinking Maps and other Graphic Organizers Visuals Multimedia and other technologies
Collaborative Structures and Cooperative Learning Strategies	Carousel Brainstorming Four Corners Jigsaw Inside/Outside Circle Numbered Heads Together Think-Write-Pair-Share Gallery Walk
Project GLAD	Pictorial Input Chart Prediction/Reaction Guide Inquiry Chart Picture File Cards Word Banks/Word Walls

Table 2

ELD Standards for 7-12: A Resource for Integrated ELD

Proficiency Levels:

- Students at the Emerging level may need substantial support
- Students at the Expanding level may need moderate support
- Students at the Bridging level may need minimal support

Part I: Interacting in Meaningful Ways	Suggested Activity/Strategies
A. COLLABORATIVE	
1. Exchanging information and ideas with others through oral collaborative discussions on a range of social and academic topics	1. Restorative Circles 2. Socratic Seminars 3. Critical Friends Protocol 4. Think, pair-share 5. Elbow partners 6. Collaborative Google Slide 7. Exchanging ideas in small groups 8. Where do you Stand Activities 9. PVLEGS/SLANT 10. PTA Collaborative Groups 11. Vertical Non-Permanent Surfaces 12. K-W-L Charts 13. 4-1 14. Cooperative Learning 15. Role play 16. Question text
2. Interacting with others in written English in various communicative forms (print, communicative technology and multimedia)	1. Discussion Boards 2. Flipgrid, video, or audio discussions 3. Google docs and all things Google 4. Padlet 5. Write a letter to a friend 6. Write a children's story or comic strip 7. Written conversations 8. Research paper 9. Explaining reasoning behind answers using flash cards. 10. Error analysis. 11. Mind Mapping 12. Jamboard 13. Identify and respond to counter arguments
3. Offering and justifying opinions, negotiating with and persuading others in communicative exchanges	1. Debate (Quick Fire, Think Tank, Devil's Advocate, etc) 2. Take a stand by moving to a certain part of the room to show where you stand on a topic and from there share/argue your perspective with facts, information, or personal experiences. 3. Speed lines where students take two minutes and defend their opinion/argument with different students. 4. Instant speeches 5. Structured Academic Controversy (SAC) Debates 6. Data Analysis Discussion 7. Vertical Non-Permanent Surfaces 8. Interpreting charts and graphs

Enrichment Opportunities

Summer Language Academy

In partnership with Cal State Fullerton (CSUF), each summer the District hosts a Summer Language Academy (SLA) at a centrally-located designated school site. SLA, developed by two CSUF professors in the College of Secondary Education, is an innovative, arts-based biliteracy enrichment program designed for newcomer students who are emerging and navigating through the language development continuum. In SLA students and teachers work collaboratively to affirm students' linguistic and cultural identities. Additionally, students explore multiple perspectives and diverse experiences while nourishing their fluency in oral and written academic English. This four-week program engages students in a deep exploration around weekly themes that are relevant to who they are, their lives, and their community. ELD teachers recommend students and coordinate with the district for placement into the program.

SLA is open to any teacher who wishes to apply and interview. Teachers selected are required to attend a series of professional learning experiences in order to be able to provide the culturally and linguistically responsive instruction necessary for successful implementation of the curriculum.

Saturday Language Academy

Building on the tenets of the SLA, the Saturday Language Academy (SALA) is a highly engaging educational experience and opportunity for newcomer students to extend their learning during the school year. Each school site selects one SALA teacher and Bilingual Instructional Assistant to host monthly SALA classes. The teams attend professional learning each semester to learn and deepen their understanding of how to best support newcomers.

Classroom Composition

AUHSD believes English learners should have full access to the curriculum. Counselors are urged to cluster placement of ELs in heterogeneous and rigorous grade-level content classes mixed with English proficient students (Olsen, *Meeting the Unique Needs of Long-Term ELLs*, p. 20). It is the expectation that courses are taught with differentiated instructional strategies and with the appropriate level of support. Other considerations for scheduling English learners include the following:

- Newcomer students who have attended school for most of the school year should not repeat the same ELD Level.

- Cluster (5-6 students) ELs by language proficiency level with strategically selected core teachers (English, Math, Science, History/Social Science).
- For ELD and ELD support courses, maintain class size below 28 students if possible. Class size not to exceed 30 students. ELD I and II may be combined if necessary due to low enrollment numbers.
- Schedule courses with ELD I and II students strategically throughout the day to increase opportunities for Bilingual Instructional Assistants to support students in math, science, and history/social science. Cluster ELD I and II students by language (all Spanish speakers in a cluster of 5-6, all Arabic in a cluster, etc.).
- Concurrent enrollment in World Language courses should be encouraged for students to develop and build upon their home language (L1). A strong L1 significantly supports second language acquisition.
- For EL SWD, if the IEP team is considering placement in an ELD class, consult with the EL Program Chairperson for input.

References

Olsen, Laurie. Secondary School Courses Designed to Address the Language Needs and Academic Gaps of Long Term English Learners.

California ELA/ELD Framework
https://www.mydigitalchalkboard.org/cognoti/content/file/resources/documents/ac/ac1376ba/ac1376ba78a91e80241cb0e458caaa57310d0763/elaeldfmwkfeb17.pdf

California ELD Standards
https://www.cde.ca.gov/sp/el/er/documents/eldstndspublication14.pdf

Chapter 5

Inclusive Understanding of Languaging (IUL)
ALL LANGUAGE LEARNERS

AUHSD educators embrace the cultural and linguistic richness ALL Language Learners and their families bring to the classrooms. The demographics of the student population offer a unique opportunity to develop, implement, and assess heteroglossic methodologies when working with and learning from DIVERSE Language Learners.

Aligned with and drawing from Universal Design for Learning, AUHSD educators welcome, embrace, and enrich their lesson design, implementation and assessment with all the language varieties within this social and arbitrary construct called: English (Bordieu, 1999; Flore & Garcia, 2017). Teaching English and in English is framed under this idea, we call, **Inclusive Understanding of Languaging (IUL)**.

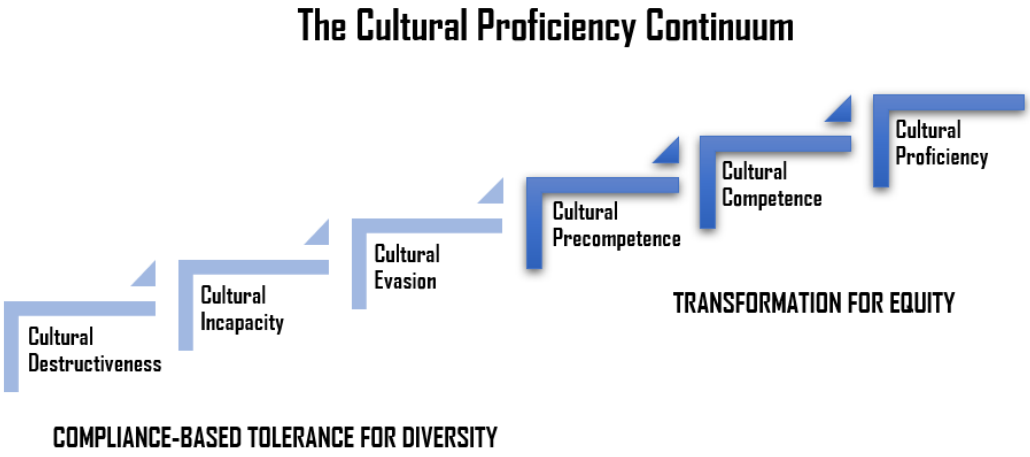
IUL calls for a broader understanding of concepts such as language proficiency, academic language, competency, full control among others. Using inclusive lenses when examining and comprehending languaging begins by acknowledging and including each student's linguistic repertoire as a multilayered and complex system constituted by the intersectionality of elements such as race, language, and identity.

Language is defined and has a clear impact and straight correlation on the labels imposed on language learners. AUHSD educators can:

1. Understand the epistemologies of students' linguistic repertoires and how these could be utilized when building inclusive learning spaces
2. Evaluate their cultural and linguistic competency
3. Contextualize their practices within state and district policies that support ALL language learners
4. Identify best practices (Summer Language Academy and Saturday Language Academy) when working with and learning from language learners

Cultural Proficiency Continuum

As a part of our work to provide great linguistic equity, access and opportunity we provide professional learning opportunities which build the cultural proficiency of our staff. This work is based on the Cultural Proficiency framework by Drs. Delores and Randall Lindsey.





Chapter 6

Professional Learning and Leadership Development

Chapter Overview

This chapter describes AUHSD's approach to ensuring educators are prepared to meet the diverse needs of English learners/multilingual learners across the district. Teachers are provided with professional learning opportunities to enhance their instructional practice while site leaders are provided with opportunities for professional learning that builds their capacity to lead and develop sustainable systems of support for English learners.

Professional Learning Philosophy

The District believes in the ELA/ELD Framework vision of a school as a learning community in which all adults are engaged in the ongoing cycle of learning, reflecting on, and improving their own practice (*ELA/ELD Framework* p. 970). Because there is a correlation between professional learning and student achievement, AUHSD is committed to supporting teachers in providing intellectually rich and developmentally appropriate learning experiences for all students. Additionally, the District believes that professional learning that increases educator effectiveness and results for all students requires skillful leaders who develop capacity, advocate, and who create sustainable systems of support.

Teacher Professional Learning

Each site has a designated teacher on special assignment called a 5Cs Coach whose role is to support staff in meeting the unique needs of their students, especially their English learners. The 5Cs Coaches primary focus in professional learning is to support teachers with designing lessons that intentionally integrate opportunities for students to develop the 5Cs skills: communication, collaboration, critical thinking, creativity, and character/compassion. Because secondary educators often are not prepared to teach reading and writing skills, AUHSD is committed to building the capacity of the 5Cs Coaches to be able to support teachers with language and literacy instruction. The Curriculum Specialists team, meets once a month with the 5Cs coaches to build their capacity to be able to do the following:

- Model and demonstrate effective lesson design, teaching, and formative assessments that supports all learners, and especially Plurilingual Scholars (PLs) and Scholars with Disabilities (SWDs)
- Support and build capacity with teachers in effective instructional practices through coaching and collaboration.
- Learn about effective classroom practices and current research on teaching, learning and instructional coaching
- Develop a sustaining and thoughtful peer coaching relationship with teachers characterized by openness, sharing, and reflection

District leaders facilitated the Blueprints for Effective Leadership and Instruction for our English Learners' Future (B.E.L.I.E.F) to all administrators and 5Cs Coaches in order to support sites with implementation of integrated and designated ELD. The modules include current ELD research; opportunities to deepen understanding of integrated and designated ELD; activities to analyze, reflect upon, and refine our EL programs. Module 0: Laying the Foundation (Introduction –ELD Foundations) and Module 1: Framing the Context for Instruction (Integrated and Designated ELD) were the focus for district wide professional learning implemented for all teachers by the 5Cs Coaches and site PD teams.

The district is also committed to professional learning on culturally sustaining pedagogy (CSP) to build teachers' capacity to sustain the languages, literacies, and cultural practices of students.

Reflective Learning Walks

Each site conducts monthly Reflective Learning Walks (RLW) facilitated by the 5Cs Coaches. This professional learning opportunity takes teachers into various classrooms over a 2-3 hour period in the morning to observe student engagement and reflect on their own instructional practice. Teacher participants have the opportunity to observe how colleagues interact with and support their students, especially their English learners. In May 2016, the District consulted with Hanover Research to determine the effectiveness of the RLW experience. After surveying teacher participants across the district, below are the key findings:

- A large majority of responding teachers believe that Reflective Learning Walks (RLW) have a positive impact on their classroom instruction. For instance, 89 percent of responding teachers who have participated in RLWs agree or strongly agree that the activity encourages them to reflect on their instruction, and 76 percent indicate that the activity positively influences their instruction. Moreover, at least 74 percent of teacher respondents believe that participation in RLWs has enabled them to identify the strengths and weaknesses in their teaching.
- A majority of responding teachers also laud the impact of RLWs in enhancing teacher collaboration. Specifically, 68 percent of teacher participants agree that the RLWs increase teacher collaboration, and a similar percentage of respondents find that RLWs have a positive or very positive impact on communication between teachers (73%) and teamwork (68%). Further, 78 percent report that RLWs have contributed to their understanding of other subject areas. A representative comment from a teacher from Savanna High School refers to the RLW as "a great way to collaborate with teachers from different disciplines that would not normally happen."

After the morning RLW classroom visits, teachers are coached through a lesson design workshop to build their capacity in meeting the needs of their students, especially their English learners. Below is an example of a lesson design template used by schools:

Lesson Design Reflection Sheet
(CPSF-Career Preparedness Systems Framework)

Learning Targets/ Objectives ("hard skills")	Language Objectives (Reading/Writing/ Listening/ Speaking)		5 Cs ("soft skills") Collaboration Creativity Critical Thinking Communication Character/ Compassion	Assessment	Student Voice Civics/ Self Advocacy/ Real world application/ Action/ Agency
What will your students be learning today?	What opportunities for engaging in academic language will your students have today?	What do you have in place to ensure that all students can access the language necessary for the task? (i.e. sentence starters or language scripts for writing and speaking, vocabulary, tapping prior knowledge, marking the text, etc.)	Which of the 5Cs are embedded in your lesson?	How did you check for understanding? How will that information drive future instruction?	In what ways does this lesson inspire your students to find purpose beyond the classroom?
Reflect here:	Reflect here:	Reflect here:	Reflect here:	Reflect here:	Reflect here:
Next Steps/ Now what?:					

Multilingual Learner Shadowing

In addition to RLW, the 5Cs Coaches also facilitate the Multilingual Learner Shadowing (MLL) experience developed by Dr. Ivannia Soto. As Dr. Soto notes, "the power of MLL shadowing is in the opportunity to come together as a system to observe the needs of MLLs through the same lens and then have the opportunity to discuss what was viewed from the standpoint of one MLL." The 5Cs Coaches who have been trained in the process, provide an overview of MLL Shadowing as a Catalyst for Change and utilize the MLL Shadow Study Observation Form with staff.

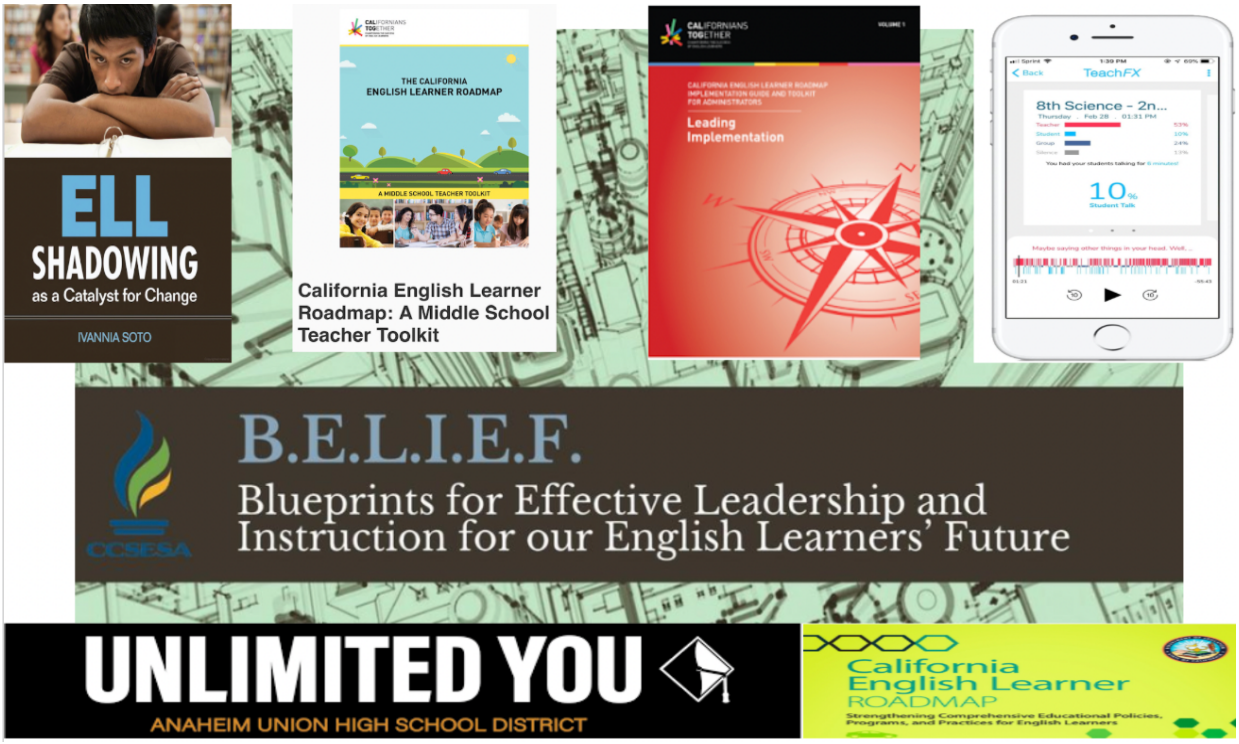
Teacher leaders, including the 5Cs Coaches, are trained in facilitating MLL Shadow as a way to provide teachers with the opportunity to experience what a ML scholar experiences in the classroom. This powerful, robust professional learning experience focuses on student oral academic discourse and academic listening, and on what educators can do to build opportunities for students to engage in academic speaking.

California EL Roadmap

Since the California State Board of Education unanimously approved the California English Learner Roadmap State Board of Education Policy: Educational Programs and Services for English Learners (EL Roadmap Policy) in July 2017, the Anaheim Union High School district has integrated the four principles into its professional learning, practices, and systems. AUSHD firmly believes the success of the district's English learners is the shared responsibility of all educators. Administrators participated in a professional learning experience during the summer of 2019 as part of the Leadership Advance which introduced them to the four principles:

- Principle One: Assets-Oriented and Needs Responsive Schools
- Principle Two: Intellectual Quality of Instruction and Meaningful Access
- Principle Three: Systems and Conditions that Support Effectiveness
- Principle Four: Alignment and Articulation Within and Across Systems

Additionally, the 5Cs Coaches reviewed the EL Roadmap during their monthly professional learning workshops and continue to build on their understanding of the recommended instructional practices outlined in the EL Roadmap Toolkits.



Chapter 7

Ensuring Effective Practices: Program Evaluation, Monitoring, and Accountability

All English Learners/Emergent Bilinguals will meet the recommended English Learner/Emergent Bilinguals growth targets as defined by the new California Accountability School Dashboard.

In fall 2020, when we were given the Learning Continuity and Attendance Plan funds, we asked the question, “What would we do for our multilingual scholars if money wasn’t a factor?” Leadership had served as AVID or AVID Excel teachers and decided the best thing we could do was to provide a teacher who would act like an AVID, AVID Excel teacher or case carrier would to our scholars to provide our students with weekly grade checks, check ins and then connect them with resources like tutoring, counseling and more. In that conversation the EL Success Monitoring program began. After almost a full year of implementation, teachers describe it as a “game changer” for our multilingual scholars.

With over 5,000 multilingual scholars we had to create a new system that would equitably fund these services based on the number of the multilingual scholars at each site. We then disaggregated our multilingual scholars with disabilities who already had case carriers. Next, we had each site team divide their number of multilingual scholars evenly amongst the Success Monitors. The teachers worked with their EL Administrators to do this making sure their own scholars were on their “caseload.” Then we provided a list of resources we knew existed at the district level and asked sites to generate site resource lists as well. As we have different partners at each site…Gear Up being such an example. Then we worked with IT for each Success Monitor to have a subscription of those students, so they would receive their grades on a weekly basis and more. We also asked the Success Monitors to document all monitoring efforts on a google spreadsheet.

EL Success Monitoring is a game changer for our multilingual scholars. An unexpected benefit of the EL Success Monitoring is we increased the number of EL advocates at each site. Where the EL advocates were generally considered the ELD teacher, administrators and counselors, now we have teachers in various content areas advocating for our multilingual scholars and now a part of the site EL task force. We couldn’t be happier.

EL Site Team Roles and Responsibilities

English Learner and Multilingual Services
2021-2022

Responsibilities/ Roles	EL Administrator	EL Coordinator	All Counselors	EL Program Chairperson	Designated ELD Teacher
EL Administrator/ EL Coordinator Meetings and Joint meetings with EL Program Chairperson (meet as an EL site team minimum once per monthly. Attend district quarterly meetings).	Organizes EL site team to meet at site to collaborate on supports for ELs/RFEPs. For example: Provide opportunities for targeted language support during Saturday Academy, after-school seminars, and summer enrichment programs (with a special emphasis on 7th and 8th grade students). Attends and participates in district meetings with EL Services and vertical teams and brings back information to the school site (principal, leadership teams and staff).	Attends and participates in site EL meetings and district meetings with EL Services and vertical teams and shares information with other counselors and site leadership teams.	May attend EL Site Team monthly meetings.	Attends and participates in site EL meetings and district meetings with EL Services and vertical teams and shares informatio n with other teachers and site leadership teams.	May attend EL Site Team monthly meetings.
English Language Proficiency Assessment for California (ELPAC) February- April	Coordinates and facilitates administration of ELPAC Summative includes training/scheduling/ receipt/delivery of materials. (May be assigned to another administrator who oversees testing).	Assists in identifying students for testing. Assists the EL Administrator/ELPA C coordinator and support staff with facilitation and logistics.	Assists in identifying students.	Intentionally designs lessons that include EL best practices such as: -Opportunities for collaboration -Daily writing activities -Structured opportunitie s to speak in class. Attends	Intentionally designs lessons that include EL best practice s such as: -Opportunitie s for collaboration -Daily writing activities -Structured opportuniti es to speak in

				ELPAC training, administers to ELD students.	class. Attends ELPAC training, administers to ELD students.
ELAC 6-8 site meetings per year (varies at sites evenings/daytime)	Coordinates/schedules meetings and nominations. Assists with training parents in ELAC roles. Works with parents in planning agenda. Disseminates information to parents. Attend a meeting. Uploads agendas, minutes, and sign-in sheets into District Drive. Plans/assists with EL awards celebrations.	Assists administrator with planning. Attends meetings. Assists and attends site EL awards celebrations.		Invited to attend. Disseminates information to students and parents. Plans/assists with EL awards celebrations.	Invited to attend. Disseminates information to students and parents. Attends EL awards celebrations (optional)

DELAC 6-8 district meetings per year (evenings/ daytime)	Assists with attendance of parents and staff. Site representation at meetings shared by site administration and/or EL Coordinator. Attends yearly DELAC/ELAC training with DELAC and ELAC Boards.	Coordinates attendance with parents and staff. Site representation at meetings shared by site administration and/or EL Coordinator. Attends yearly DELAC/ELAC training with DELAC and ELAC Boards.		Invited to attend.	
Reclassification October-December	Coordinates/facilitates organization of site Reclassification Committee. Organizes parent meetings with EL Coordinator. Supports in collection of	Participate in Reclassification Committee. Works with LAC in identification of student candidates. Processes forms and letters.	Invited to participate on committee to discuss assigned students.	Participates on committee. Collects and provides input to the	Invited to participate and provide input. Integrated ELD teachers (content area) are invited to participate.

	necessary documentation and administration of assessments.			committee.	
Saturday Language Academy (SALA) and Summer Language Academy (SLA)	Is the point of contact with the district to recruit a SALA teacher.	Supports the recruitment of SALA and SLA students.	Supports the recruitment of SALA and SLA students.	Works with EL Curriculum Specialist to advertise and identify students for SALA and SLA. Supports the site ELD teachers with the recruitment of SALA and SLA students.	Supports the recruitment of SALA and SLA students. Provides names of students to EL Program Chairperson.
EL Monitoring LCAP Goal/Action 1.12 Create monitoring system to effectively assess/monitor the language development and academic success of EL students, including newly reclassified EL students.	Facilitates site team reviews and evaluation transcripts/six-year plans, placement, and course enrollment of each EL annually after first semester grades are posted. In addition, site team would consider access and enrollment in Spanish for Spanish Speakers to build biliteracy in Spanish-speaking ELs and RFEPs. (1.9) Grade analysis of EL students occurs after every grading period.	Assists site team with review and evaluation of transcripts/six-year plans, placement, and course enrollment of each EL annually after first semester grades are posted to ensure full access to college ready curriculum. Ensure multiple options are explored for EL students to enroll in a breadth of courses, including zero period.		Assists site team with review and evaluation of transcripts/ six-year plans, placement, and course enrollment of each EL annually after first semester grades are posted. Grade analysis of EL students occurs after every grading	

		Grade analysis of EL students occurs after every grading period. Priority should be given to EL students needing credit recovery.		period.	
EL Transition Activities February	Coordinates and schedules junior to senior high school transition meetings with EL site teams to ensure appropriate course placement.	Organizes and schedules EL parent/student conferences to review six-year plan.	Conferences with EL parent/student to review six-year plan.	Invited to participate.	Invited to participate.

Movement Through Program (MTP) and Placement of Students February-April	Ensures ELD course offerings and EL student movement and placement recommendations are included in master schedule. (Coordinates with site leadership and Master Schedule administrators).	Collects course recommendations from EL Program chairs, facilitates changes as appropriate. Processes forms, notifies parents. Forwards information to feeder high school. Forwards MTP form to LAC.	Makes course changes as appropriate.	Collects student evidence, collaborates with designated ELD teachers, and English departments as appropriate, attends district meeting, sends MTP forms to counselors and LAC. Keeps copy for records.	Collects student evidence, collaborates with designated ELD teachers, and English departments as appropriate, attends district meeting, sends MTP forms to EL Program chairperson. Keeps copy for records.

Bilingual Instructional Assistants	Evaluates and oversees scheduling of bilingual instructional assistants with emerging level EL students across all content areas.	Consults with teachers and administrators on students' schedule/instructional settings to ensure appropriate language supports are available.	Consults with teachers and administrators on students' schedule /instructional settings to ensure appropriate language supports are available.	Advises EL Administrator on language supports needed for emerging level EL students.	Advises EL Program Chairperson on language supports needed for emerging level EL students.
***Other procedures:** **Parental Request for Mainstream** (case by case)	Consults with parent, student, EL Coordinator, EL Program Chairperson and teachers prior to granting request.	Consults with parent, student, EL Program Chairperson and teachers prior to granting request. Processes paperwork. Follows up with LAC.	Consults with parent, student, EL Program Chairperson, and teachers and forwards paperwork to EL Coordinator.	Consults with parent, student, ELD teacher and counselor prior to granting request.	Consults with parent, student, EL Program Chairperson and counselor prior to granting request.
***Request for Alternative Program (Dual Language)** (case by case)	Advises parents and collects requests.				

Implementation, Monitoring and Revision of Title III Plan

AUHSD operates categorical programs, including Title III, and therefore implements and monitors the approved LEA plan. To help ELs meet California State Standards (CSS), the district implements use of high-quality student academic assessments. Results of these assessments are used to determine the success of children in meeting the CSS, and to provide information to teachers, parents and students on the progress being made toward meeting the CSS. Assessments will be used to assist in diagnosis and instruction in the classroom and to determine what revisions are needed so that ELs meet the CSS.

The minimum required components of the plan include:
- Description of programs and activities to be implemented
- Description of data analysis and how it determines needs

● Description of how funds will be used to meet all annual objectives determined by the state 10
● Description of how schools sites will be held accountable for:
o Meeting achievement objectives as determined by the state
o Making progress for ELs as determined by the state o Annually measuring the English proficiency for ELs
● Description of how school sites will promote parental and community participation in programs
● Description of how ELs' programs will be implemented to ensure ELs are served
● Assurance that the EL program is based on scientifically based research enabling ELs to meet the CSS.

EL Program Inclusion in SPSA Development (school-wide)

For all District programs funded through the Consolidated Application, including programs for ELs and Title III in operation at the school, the SSC annually develops, reviews, and approves the SPSA, including proposed expenditures. The SPSA consolidates all plans required by these programs and contains:
● Analysis of academic performance and language development data to determine EL student program needs.
● School goals to meet the identified academic and language proficiency needs of ELs.
● Activities to reach school goals to improve the academic performance of EL students.
● The means of annually evaluating the progress of programs toward accomplishing the goals, including determining whether the needs of all children have been met by the strategies used, particularly the needs of English learners, low-achieving ELs and those at risk of not meeting the CSS.
● Expenditures of funds allocated to the school through the Consolidated Application.
In addition, both the LCAP and the SPSA are reviewed annually and include the following:
● The local governing board reviews and approves the SPSA annually whenever there are material changes to the plan (e.g., the school is designated as in need of Technical Assistance)
● Assuring the SPSA is consistent with the LCAP.

Title III Inventory

The District maintains an inventory record for each piece of equipment with an acquisition cost of $500 or more per unit that is purchased with state and/or federal funds, including Title III. The record describes the acquisition by type, model, serial number, funding source, acquisition date, cost, location, current condition, transfer, replacement, or disposition of obsolete or unusable equipment.

FUNDING

Supplement, Not Supplant with Title III
Funds are allocated following the mandates prescribed by the Education Code, state regulations

and district policies. These funds are used to supplement the base educational program (i.e., provide additional resources and services) and not to supplant (i.e., replace) general fund expenditures. The core program is supported by the general fund and categorical programs that do not have “supplement not supplant” restrictions and expenditures are audited annually.

General Fund Resources

The district uses the General Fund and categorical funds that do not contain “supplement not supplant” provisions to provide the base program for all students. This includes core curricular materials, instructional supplies, teachers’ salaries and other district services (for example, library, health, and academic advising) as well as support systems for monitoring program implementation and student progress, and for program evaluation. Core materials in Language Arts and Mathematics provide universal access supplements to help ensure that ELs have access to the core curriculum.

Categorical Funds

Both the state and federal governments provide supplemental funds that are used to support programs and services for ELs. When the program contains “supplement not supplant” provisions, these categorical funds should not be used to supplant general funds or other state or local resources. Title III funds are used for supplementary programs and services for ELs. Activities include the provision of instruction and instructional support services related to English Language Development and academic progress in the core curriculum to ensure that EL students meet grade level standards. Programs also provide additional staff development opportunities to school staff assigned to EL populations. Title III funds are also used for instructional support, curriculum revision and enhancement, additional opportunities for parental involvement, and related supplemental EL student program activities. This program is intended to support the efforts of each school to improve instruction, auxiliary services, school environment, and school organization to meet the academic and linguistic needs of EL students at that school. Equity in Funding for School Sites In order to ensure that funding for services to ELs is distributed in an equitable manner to the schools, the district will distribute funds according to a formula based on the number of ELs at each school and individual site need.

STANDARDS, ASSESSMENT AND ACCOUNTABILITY

AUHSD evaluates the effectiveness of all the programs for ELs/PLs annually through the collection and analysis of qualitative and quantitative data related to EL/PL achievement with the support of site administrators, support instructional leadership, and teaching staff. Assessment results from state and local measures are examined and compared to progress in previous years and also compared to students from each of the different programs that have the same level of English proficiency. Data collection also includes Title III site visits, principal meetings, monthly EL/PL District task force and site task force (including twice a year visits of the District EL/PL task force with each site EL/PL task force for monitoring, evaluation and

support) and ELD observations (shadow walks, learning walks, etc.).

Evaluation of English Learner/Plurilingual Program Effectiveness

The annual program evaluation for ELs/PLs measures progress toward the following goals:
1. ELs/PLs will increase the level of proficiency determined by the state as measured by the English language proficiency assessment test
2. ELs/PLs will reach and attain proficiency in English within five years of attendance in California schools.
3. ELs/PLs who attain high levels of proficiency in English as determined by the state will not drop below that score.
4. ELs/PLs who have been in California schools for five or more years must attain “Met” or “Exceeded” on the SBAC and be proficient on local standards based assessments in English language arts and mathematics.
5. Annually determine the number of students in the district who are LTEL or at risk of becoming LTEL.

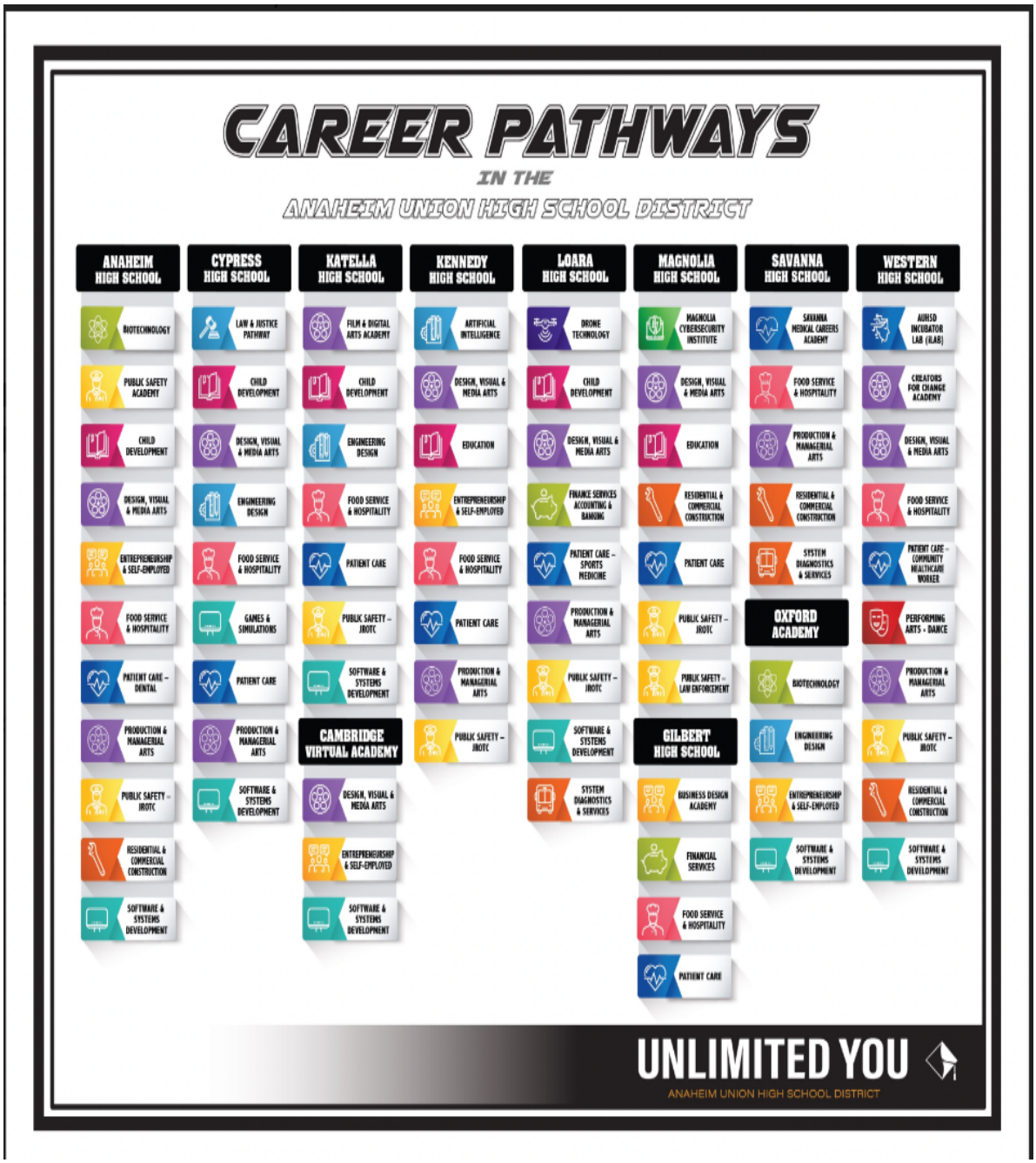
Each year the district will measure the progress of each EL/PL toward goals 1-5. Data will be disaggregated and used to measure these goals in the following ways:
● By ELPAC proficiency level
● By years in U.S. schools
● By program participation (including all components of the Career Preparedness Systems Framework including but not limited to participation in dual enrollment, A-G, dual language immersion, world languages, capstone completion on a yearly basis, meeting elements of the CDE College and Career Indicator and more).

Looking at the data in this way will allow us to pinpoint areas of strength and concerns in our programs. It will also help us identify specific students who may require extra support or interventions to meet their goals.

Chapter 8

Sample Pathways and Programs

Plurilingual scholars have full access to A-G coursework, electives, dual enrollment, dual language immersion and career pathways.



Language Explorers an Enrichment Program

Summer Language Academy for Emergent Plurilingual Scholars

The Anaheim Union High School District (AUHSD) Summer Language Academy (SLA) was created three years ago as a part of the Board's vision and Local Control and Accountability Plan (LCAP) goals to increase language acquisition for English Learners, biliteracy, and college preparedness. The four-week academy is a culturally and linguistically responsive teaching and learning program established to meet the needs of the growing numbers of newcomers (English Learners who have been in the United States for twelve months or less) to this country speaking different languages. The academy is significant because it helps students (near 500 from 2016-2019) explore who they are and how to become part of their new communities without giving up their identity, culture and language. In its fourth summer, we have four years of data on how this award winning program has positively affected students and led to replication in other districts. Our program meets the needs of our students, families and community, as well as meeting the vision of the Board and goals of our LCAP.

For students who have recently arrived to the United States, without proficiency in English, it is imperative we facilitate their English language acquisition as quickly as possible. There is even more urgency at the secondary level. The goals and objectives of the Summer Language Academy are to increase English language acquisition while helping students explore who they are and how to become part of their new communities without having to give up their identity, culture and language. Many newcomer English Learner students come to school with great anxiety, the Summer Language Academy gives these students an affirming space where they get enrichment in a low stress environment, while they build relationships and develop their written and speaking skills in English and the language they came with.

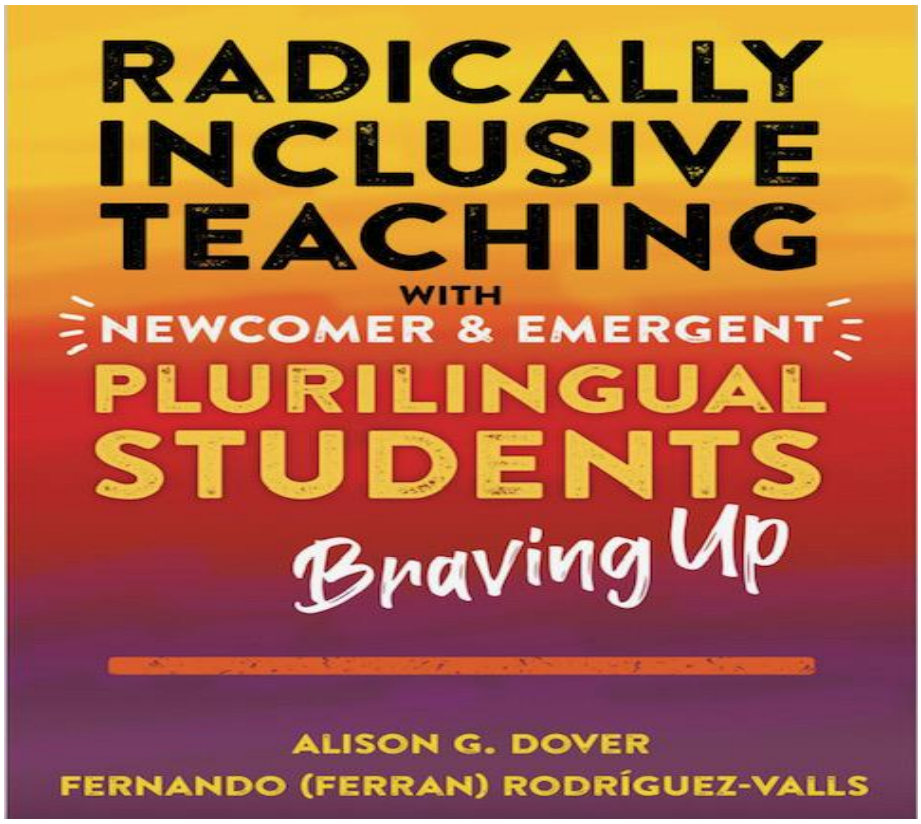
The implementation of the Summer Language Academy allows students to acquire English and become better prepared for college, career and life. Anaheim Union High School

District partnered with California State University, Fullerton (CSUF) in SLA design, teacher professional learning and research. Key research findings, conducted by C-REAL at CSUF, revealed the students who participated in the Summer Language Academy program felt more confident, competent and interested in school. SLA teachers noted, in analyzing pre- and post-test data, growth in both written English and in the depth of students' analysis. During the 2018 program year 65% of the SLA participants demonstrated growth as writers (from pre- and post test analysis); 41% of the students increased by one rubric level and 24% increased by two or more levels. Another outcome was over 80 students enrolled each year with near perfect attendance. A specific example of how the program affected a student's life is a story shared by a Vietnamese teen. She stated, "Before the Summer Language Academy I was afraid to speak English and try to make friends. Now I feel more confident and have friends." Another student asserted that after SLA, "I got brave right now… I think I am happy every day."

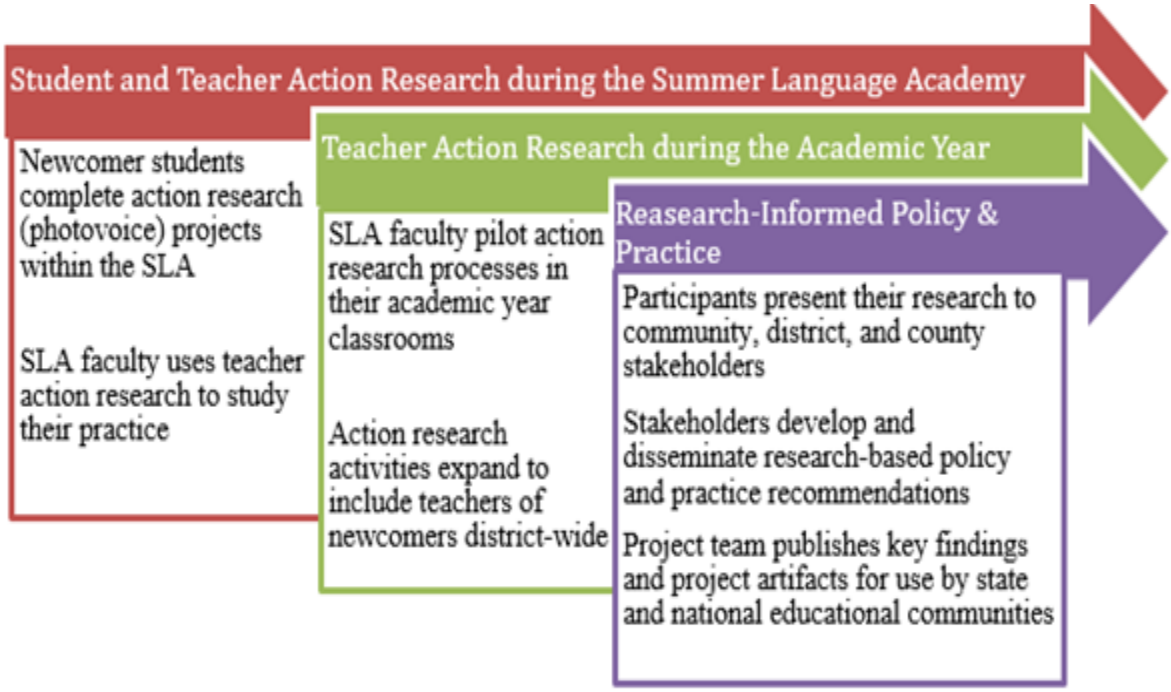
The innovative and exemplary Summer Language Academy is the first in California. The AUHSD SLA was honored with the 2018 Orange County Department of Education "Cultural and Linguistic Responsiveness" Award. SLA hosts a yearly open house and tour. Districts all over California visit the program. As a result, Newport Mesa USD adopted the program and is in their second year of implementation. Escondido UHSD recently adopted SLA as well. AUHSD and CSUF presented on SLA as a part of the Californians Together conference on meeting the needs of secondary newcomers. AUHSD and CSUF has also presented on SLA at numerous local, state and national conferences, such as the California Association for Bilingual Education (CABE) and American Educational Research Association (AERA). By design the program is innovative and entails students reading books that mirror the newcomer experience from multiple cultural perspectives and encourages the use of English but also their first language as a way to encourage biliteracy. Since AUHSD had 1,173 students earn the Seal of Biliteracy in eleven different languages, this approach is successful.

“Anaheim Union High School District’s Summer Language Academy serves to meet the vision of our District and Local Control and Accountability Plan goals by preparing students for college, career and life, as well as shrinking the achievement gap for our English Learners. It ensures our students will have a competitive advantage as they earn the Seal of Biliteracy, graduate, apply for scholarships, go on to college and join the workforce in today’s global economy. Our program is considered a model for districts all across California and the nation as they seek to roll out and expand their own newcomer and language explorer programs.”
-Brian O’Neal, AUHSD Board of Trustees

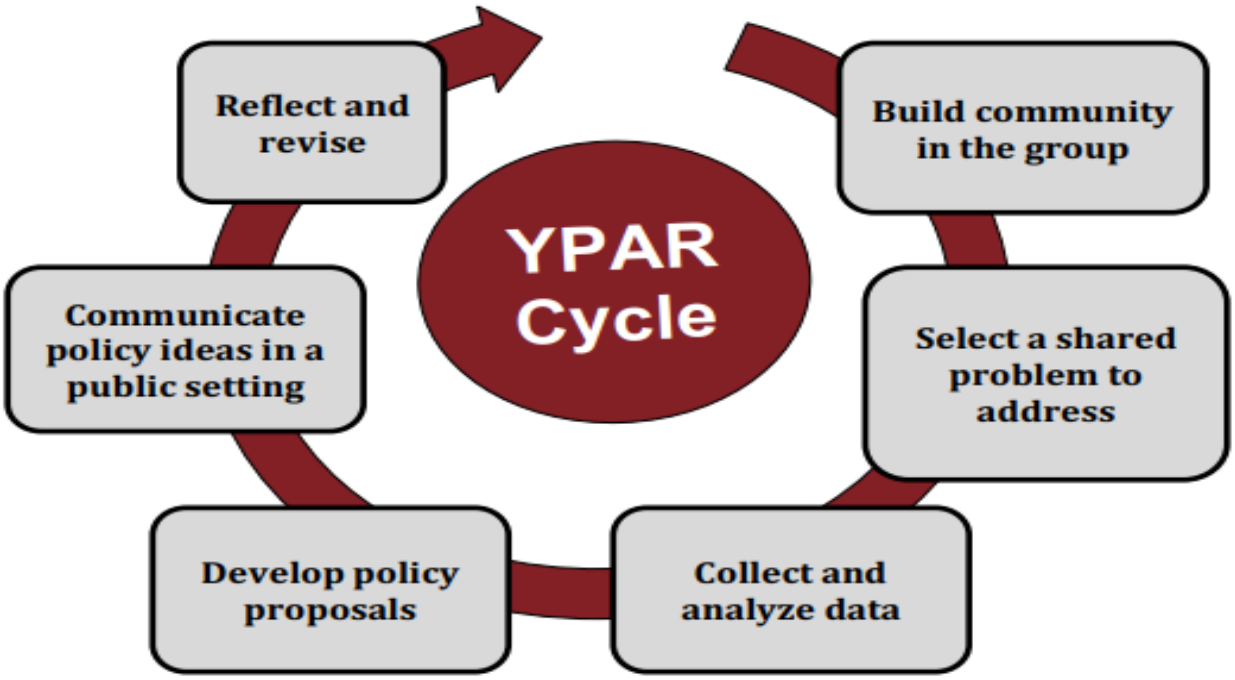
AUHSD now offers Summer Language Academy, Saturday Language Academy and Project LEARN. All three are founded in collaboration with California State University, Fullerton (CSUF) professors Dr. Ferran Rodriguez Valls and Dr. Alison Dover. Project LEARN is a research endeavor between AUHSD and CSUF grant funded by the Spencer Foundation.



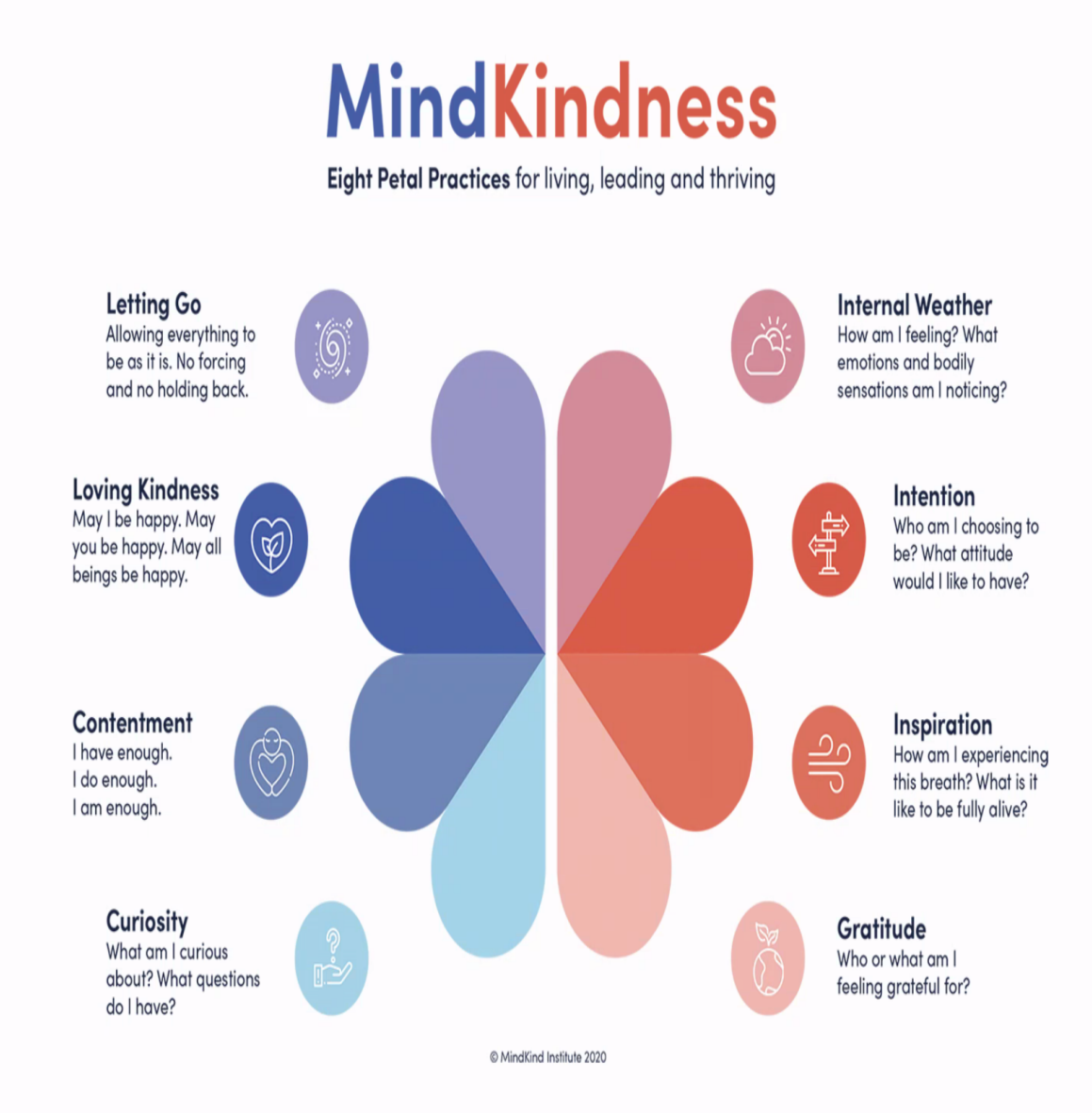
AUHSD scholars, staff and Superintendent Michael Matsuda are featured throughout Radically Inclusive Teaching with Newcomer and Emergent Plurilingual Students: Braving Up.



Project LEARN, Summer Language Academy and Saturday Language Academy all integrate YPAR to actively engage students as researchers, problem solvers, critical thinkers with agency, voice and purpose acting as positive change agents in their own communities.



AUHSD staff, scholars and community members all have opportunities to learn and practice MindKindness for youth and adult SEL.



Appendix A: Commonly Used Abbreviations

AUHSD		Anaheim Union High School District
CELDT		California English Language Development Test
CCSS		Common Core State Standards
CTE		Career Technical Education
DELAC		District English Learner Advisory Committee
DLA		Spanish Dual Language Academy
DLI		Dual Language Immersion
ELD		English Language Development
ELM		English Language Mainstream
ELPAC		English Language Proficiency Assessments for California
ELs		English Learners
ELAC		English Learner Advisory Committee
FACES		Family and Community Engagement Specialist
GLLA		Spanish Global Leadership and Language Academy
IUL		Inclusive Understanding of Languaging
LCAP		Local Control and Accountability Plan
LTEL		Long-Term English Learners
L-TELL	?	Long-Term English Learners
MTP		Movement Through Program form
PLA		Parent Leadership Academy
RFEPs		Reclassified English Language Learners
SALA		Saturday Language Academy
SIFE		Students with Interrupted Formal Education
SLA		Summer Language Academy
SWD		Students with Disabilities
VDLIA		Vietnamese Dual Language Immersion Academy

Appendix B: Career Preparedness Systems Framework

Unleashing the Education and Workforce Development Engine The Power of an Integrated Systems Approach To Student Success

Executive Summary:

For too long the secondary education system has operated in curricular and pedagogical silos that are not aligned with the needs of California's employers, both private and public. For the last five years, the Anaheim Union High School District (AUHSD) has taken a more fruitful approach to their education model by integrating and aligning their teaching and learning so that students and educators can better develop their academic, career, social and emotional skills to succeed as workers, citizens and life-long learners. The "through line" to this integrated approach is consistently cultivating and supporting student voice, identity, and purpose. These skills -- often labeled as civic skills -- help catalyze young people's engagement in school, foster positive student relationships with peers and adults, and bring purpose and meaning to students' academic and career learning. By centering student voice and purpose within career and academic preparation, the learning process becomes unified and community assets from traditionally different arenas can complement student learning and achievement.

Anaheim Union High School District proposes developing a Career Preparedness Systems Framework (CPSF) Toolkit and Training Lab for school districts and communities across California to learn this model and collaborate together on its implementation over a 2 year period. This integrated teaching and learning approach requires supportive administrative and community structures including this new framework and a set of supports and curricula for educators. AUHSD uses CPSF to anchor its support and guidance for teachers and community partners. CPSF centers on three main components: Hard Skills, 21st Century Skills (Soft Skills), and Student Voice & Purpose. It leverages community assets from disparate worlds including the business community, social justice organizations, non-profits, Regional Occupational Programs (ROPs), community colleges and higher education partners. These stakeholders are not usually organized into a unified strategy, but the skills and tools each contribute to form a powerful mosaic of integrated learning and skill building preparing students for meaningful careers grounded in purpose. In order to expand and deepen this successful framework, the CPSF Training Lab would involve up to five cohort districts/communities each year to

learn the CPSF model from AUHSD leaders and educators in Anaheim and implement the framework in their communities, sharing best practices and challenges with one another along the implementation journey.

Context -- >
Rapidly Changing World, Structural Unemployment, and the Evolution of CTE

According to a 2013 Oxford University study (Frey and Osborne) almost half of all jobs are likely to be eliminated in the next couple decades by technology. In addition, the employability gap -- the gap between what skills employers need and what skills
workers have -- is growing larger and our school systems are failing to address the skills development challenge adequately (source - Working Nation).

However, Career Technical Education (CTE) in CA schools has come a long way in the past decade thanks to educators and advocates who have pushed it beyond narrow scope and integrated CTE into the core of schools. From career academies to Linked Learning and from innovative ROP initiatives to 21st Century skills pedagogy, CTE educators and advocates have embraced a more holistic approach to developing academic, workforce, and real world skills together. Additionally, the positive impacts on student performance and equity have been demonstrated with these changes in approach. According to the California Department of Education Fact Sheet on CTE, positive impacts from CTE show that:

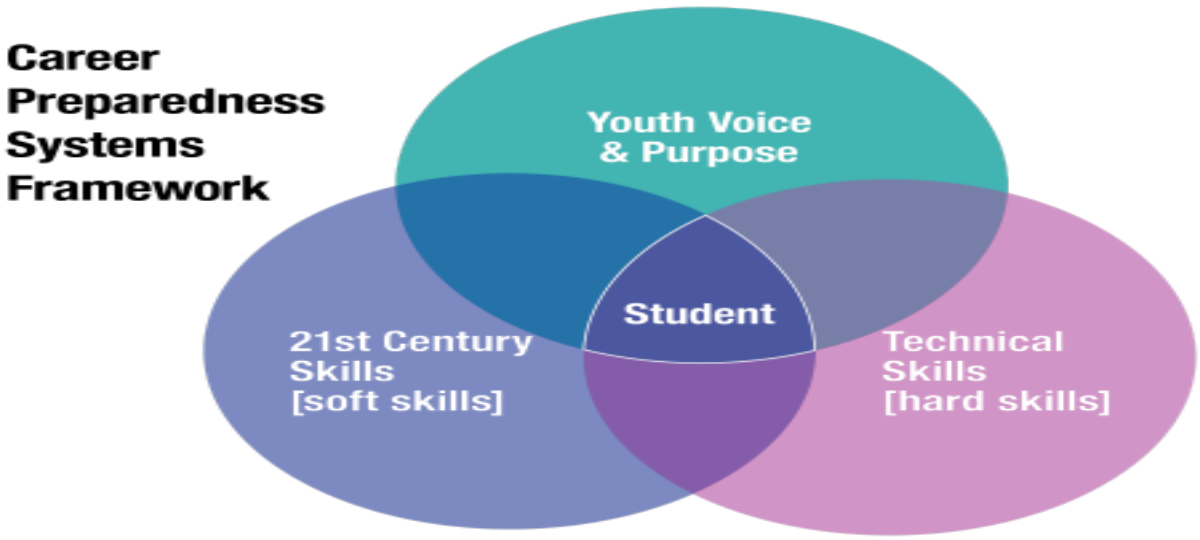
- Students who complete a rigorous academic core coupled with a career concentration have test scores that equal or exceed “college prep” students; are more likely to pursue postsecondary education; have a higher grade point average (GPA) in college; and are less likely to drop out the first year of college.
- 80 percent of students taking a college prep academic curriculum with rigorous CTE met college and career readiness goals, compared to 63 percent of students who did not take CTE.
- Average national graduation rate in 2008 for students concentrating in CTE was 90 percent; other students, 75 percent.

However, there are still challenges to successful CTE in schools and missed opportunities due to disjointed CTE frameworks and instructional approaches, lack of alignment between educators, counselors and community resources like Community Colleges and large employers, shortage of interesting and relevant career pathways and courses for students, internships, and the failure to put student voice and

purpose at the center of 21st Century Skill building. In the current mishmash of CTE strategies in districts across California, students are not receiving long term, coordinated support from their teachers, counselors, and community in building their post-secondary futures, and too many community members still view CTE as an “extra” and not related to subjects such as Math, English, Science, and Social Studies. Also, many district administrators fail to foster student centered learning environments where young people can pursue their learning and work passions, explore topics and projects cooperatively with peers, and share their opinions on civic issues in constructive, thoughtful ways. This intersection of academic skills, workforce skills, and civic skills is where every district can boost success and improve student long term outcomes. What is needed to make this happen is an improved CTE framework and training, materials, and planning time for district leaders, educators, and community partners to build and implement this innovative strategy in their local communities.

Policy Recommendation -->

Develop a Career Preparedness Systems Framework (CPSF) Toolkit and Training Lab for school districts and communities across California



Over the past five years, Anaheim Union High School District has developed a leading model for workforce development. Through its Career Preparedness System Framework, AUHSD has maximized its internal alignment and infrastructure around three essential drivers: 21st Century Skills (soft skills), Technical Skills (hard skills), and cultivation of Student Voice & Purpose (civic skills).

There are numerous, innovative features to the Anaheim CPSF strategy. Some of these include:

The Anaheim Collaborative -- A coalition of local partners who help Anaheim Union School District with its CTE and college readiness goals. Includes the City of Anaheim, local community colleges and universities, business, and not for profit organizations.

Career Technical Pathways -- These career pathways embedded in AUHSD high schools provide intensive learning experiences and internships in cutting edge jobs such as artificial intelligence, biotechnology, and cybersecurity.

The Anaheim Innovative Mentoring Experience -- This initiative provides a range of hands on experiences with local businesses and not for profits including community mentors, paid summer internships, and leadership development workshops.

Six Year CTE Plans -- Starting in 7th grade, AUHSD counselors develop 6 year CTE plans with students to help them explore careers and skill development opportunities throughout their time in school and out of school. Students in 7th grade are enrolled in a yearlong course that has four separate CTE modules, called the “Wheel”.

Robust Dual Credit Program with Community Colleges -- All students are offered dual credit, industry specific skills and certificates at community college courses aligned to career pathways in high schools.

5 C’s Approach to 21st Century Skill Building -- Communication, Collaboration, Creativity, Critical Thinking, and Character/Compassion are cornerstones of instruction and reflection throughout AUHSD courses and extra-curricular opportunities.

Robust Youth Voice and Civic Purpose Initiatives -- Throughout AUHSD, students are challenged to build their democratic skills, cultivate their own civic voice and identity, and take informed action to improve their schools and communities.

Asset Based Approach to Cultural and Language Diversity -- Students culture and language abilities are extraordinary assets in their post secondary education and careers. AUHSD innovations such as dual language seal of biliteracy, ethnic studies courses, mindfulness, and social justice collaborative projects, AUHSD students integrate their identities into their future college and career goals.

Regional Occupational Programs (ROP) -- The partnership with the Orange County ROP provides AUHSD students with hands-on learning opportunities in leading Orange County industries and technical skills and certifications.

The CPSF Framework -- >

The Anaheim Union Career Preparedness Systems Framework inserts CTE into the center of the mission of the school and the community instead of treating CTE as an "extra" or only good for certain students. With this framework, post-secondary and career success becomes everyone's responsibility -- from the local businesses and elected leaders to the teachers, counselors, and community college professors. Most importantly, students lead their own career explorations and bring their passions, voice, and talents into the process. Because AUHSD values student voice and civic leadership from the superintendent to classroom teachers, young people are building 21st Century skills to succeed everyday. In addition, they are experimenting in healthy ways with ideas and work experiences so that they can discover their own unique path and purpose.

Overcoming Barriers and Helping CA Districts and Communities with Tools, Training, and Inspiration to Improve -- >

Too often our middle and high school educators and their leaders feel hamstrung by numerous barriers such as:

-- State testing and college board testing
-- Interim assessments
-- State mandates
-- Parental pressures
-- Challenges to training teachers in deeper pedagogical approaches -- Lack of support from external partners

These barriers lead to fears and worries that innovation may lead to criticism or failures.

In order to help school district leaders and educators make the changes necessary to provide high quality, holistic CTE strategies supported by the CPSF framework, they need practical models, training workshops, curricula supports, and toolkits. They also need an immersive experience to find the inspiration and courage to make this change. Too often the trainers and workshops educators attend are provided by folks not on the "front lines" of educational systems and pressures. These presenters -- while well meaning -- don't have the credibility of educators and administrators who are going through the day to day stresses of managing classrooms and schools. The AUHSD CPSF Training Lab would provide school

district educators and leaders a chance to learn from Anaheim CTE leaders who are “on the ground”, and the CPSF Training Lab would provide opportunities for like minded educators to share new ideas and successes while troubleshooting obstacles.

Educators and administrators will also appreciate that the CPSF is not meant to assess student performance for careers. Rather, it focuses on school systems and practices designed to foster better preparedness for relevant careers. Users of the CPSF should consider **the tool as an “input” indicator**, rather than an “output” indicator of potential student job performance.

Scaling and Launching the the CPSF Framework & Learning Lab -- >

The work of scaling the **CPSF Framework** and developing the **Learning Lab** will happen in 5 phases over the next 2 years.

YEAR 1

1st Phase-- **Developing the CPSF Toolkit, the Learning Lab, and identify a Pilot District**
In this phase, AUHSD will hire a CPSF Lab executive director to guide this overall strategy and partner her/him with key AUHSD staff, leaders, and partners who will guide the overall project and build the CPSF toolkit, training and coaching plan for the CPSF Lab, and recruit and select pilot district.

2nd Phase -- **Promotion and Selection of District Cohorts**

In this phase, the CPSF Learning Lab in tandem with the AUHSD leadership, will create an CPSF Initiative RFP application process for Districts throughout California, implement a promotional strategy for the CPSF Initiative, create a rubric and selection process identifying readiness of applicants, and build a CPSF onboarding process for the pilot district who is selected.

3rd Phase -- **Launch of CPSF Lab with Pilot District**

In this phase, the CPSF Learning Lab will launch with a multi-day conference building on the CPSF toolkit with interactive workshops, community partner presentations, youth voice and leadership training, cross-district sharing and problem solving, design thinking training, and strategic plan building.

YEAR 2

4th Phase -- Planning and Launching CPSF in Pilot District

In this phase, the Anaheim CPSF team will assist pilot district leaders in building the plan and finding the right community partners for local site implementation. In addition, the CPSF Lab will provide coaching, workshop supports, and strategies for evaluation and data collection.

5th Phase -- Reflecting, Iterating, and Continuous Improvement for local CPSF initiatives

This phase supports the iterative nature of implementing the CPSF Framework and CPSF Learning Lab strategies and the need for using assessment tools to identify strengths and weaknesses of the project, develop improvement plans, and provide additional training and coaching support.

Why Now? -- >
The Urgency of Building an Equitable Economic Recovery in California

President Joe Biden and Vice-President Kamala Harris have an economic mantra of "Building Back Better". This is a great phrase that captures the need for both rebuilding our economy and tackling systemic inequity in our communities. Schools can be the engine for an equitable recovery if school leaders are given the tools, the resources,
and the partners to develop integrated and student centered CTE strategies that integrate 21st Century skills, Technical Skills and Student Voice and Purpose.

In a January 25th, 2021 commentary in CalMatters, Sarah Bohn, Dean Bonner, and Vicki Hsieh of the Public Policy Institute of California posit that the economic recovery of California rests on two core strategies: First, targeting critical support to those most affected in the near term by the pandemic. And second, helping people climb the economic ladder in the long term.

Since the pandemic began, California has experienced massive economic upheaval and unemployment, and families and communities are suffering. Many of the jobs that have disappeared will not return after the pandemic is over, and the need to train young people for the jobs of the future will have added urgency. The Anaheim Career

Preparedness Systems Framework is a tool and a model that can catalyze improvement in our middle and high schools and our workforce development systems across the state. Districts and communities simply need the framework, tools, training, and inspiration to make this change and develop stronger workers, lifelong learners, and community leaders.

Appendix -- >

Contents:

A) AUHSD Background and Demographics (And Awards/Recognition) B) Biographies of key CPSF Initiative Leaders
C) List of Anaheim Collaborative Partners
D) Relevant Articles on AUHSD innovation and leadership
E) Letters of Support from Community Partners
F) Workforce Development Terms and Evolution of Language in CTE

A) Anaheim Union High School District Background & Demographic Info

- 29,000 students grades 7-12
- 5 cities (Anaheim, Cypress, Stanton, Buena Park, La Palma)
- Title 1 district (79%)
- 22% English Language Learners
- Estimated 3,000 Mckinney Vento (federal definition of homeless, including those living in motels and families doubled or tripled up in low rent apartments)

AUHSD has established 28 career pathways in 12 industries, all designed to lead to meaningful post-secondary employment. Enrollment in Career Technical Education pathway courses totals more than 11,000 students. We also have an estimated 600 students enrolled in 17 online courses, from health to accounting to AP level classes. Moreover, AUHSD leads California in "cutting edge" pathways: Cyber Security. A.I., Biotech, and business incubator (entrepreneurship).

AUHSD Dashboard and other metrics have risen across the spectrum over the last five years. A-G completion rates rose from 36% to over 50%; high school graduation rates rose from 85% to 91%; Dropout and suspension rates have also declined significantly. ELA SPAC test scores have shown a steady rise as well. The district is also a county leader in dual credit and career pathway certificate graduates.

AUHSD is the first school district in Orange County to offer graduates a Seal of Biliteracy on their diplomas. To attain the seal, students must show mastery of English and Spanish, Japanese, Mandarin, French, Korean, Vietnamese, or Arabic. The program recognizes that mastery of two languages is a valuable asset for participation in the

diverse 21st century economy. AUHSD leads Orange County in Seal of Biliteracy awards averaging over 1,000 annually.

AUHSD has maintained highly regarded programs in music, art, and athletics, despite severe budgetary challenges. Its junior high school intramural-athletics program has a student participation rate of more than 50 percent. More than 21,000 students are enrolled in visual and performing arts classes, more than 9,000 students participate in activities, and more than 6,500 students participate in athletics. AUHSD boys' and girls' high school sports teams take home their share of California Interscholastic Federation championships.

B) Biographies of key CPSF Initiative Leaders

Supt. Michael Matsuda Bio

Michael Matsuda is a nationally recognized 21st century educational leader known for innovation, entrepreneurship, and building creative collaborations with private, public, and non-profit sectors, which have extended and transformed educational opportunities for students. In just three years as superintendent of the Anaheim Union High School District, he was honored as one of the twelve national "Leaders to Learn From" award from Education Week Magazine, the "Visionary Education Leadership Award" from Cal State University Fullerton, and the California Association for Bilingual Education (CABE) 2017 Administrator of the Year award.

As an innovator, Mr. Matsuda has developed the AIME (Anaheim Innovative Mentoring Experience) program that has developed mentorships for over 1,300 high school students and has created over 100 annual summer paid internship experiences for students who also receive college credit through Fullerton College. Additionally, he created the "Sustainability Showcase" with Cal State University Fullerton, a "Ted Talk" like event for students promoting environmental advocacy, which recently won a state "Golden Bell" award. He also developed the Student Service Foundation, a foundation led by students who evaluate and award student service grants. In addition, he has conceptualized and launched the Servathon, a massive student service day involving over 4,000 students, families, and adult mentors that promotes kindness and compassion.

Before assuming the role of superintendent in March 2014, Mr. Matsuda spent 22 years as an educator in the Anaheim Union High School District. He began teaching at Orangeview Junior High School, where he was twice selected as Teacher of the Year. He also taught honors English classes at Oxford Academy.

Mr. Matsuda went on to design and manage the Beginning Teacher Support and Assessment Program for nearly a decade, before moving into a District administrative role, overseeing professional development opportunities for 1,300 teachers and administrators. He moved into district leadership as a coordinator in charge of professional development and grants, bringing in over 23 million dollars from various sources during the height of the

recession.

In addition to his District responsibilities, Mr. Matsuda served nine years as a trustee on the board of the North Orange County Community College District. He was co-chair of P21 California, a statewide coalition of organizations supporting 21st century skills and content for public education. He led the AUHSD Common Core Task Force in its efforts to develop a transformational, 21st Century teaching and learning implementation plan, and was a founding member of the Closing the Orange County Latino Achievement Gap initiative.

Additionally, Mr. Matsuda has advised the State Board of Education on English learner policy; analyzed and recommended textbooks and curriculum frameworks for adoption by the California State Board of Education; co-wrote the Mendez v. Westminster civil-rights curriculum used by school districts statewide; and served four years as president of Californians Together, a statewide English Learner advocacy network. He also developed partnership grants valued at over $27 million with Cal State Fullerton, UCI, The National Science Foundation, West Ed, and the Orange County Department of Education.
Mr. Matsuda received his bachelor's degree in English from UCLA and a master's degree in public administration from USC. He received his teaching credential from Chapman University and his administrator credential from CSUF. He has been a lecturer in the teacher preparation programs at Cal State Fullerton and Chapman University. Mr. Matsuda also is actively involved with numerous community organizations such as Los Amigos of Orange County, and the Orange County Asian and Pacific Islander Community Alliance.

In 2017, Mr. Matsuda received an honorary "Doctor of the University" from Chapman

University. **Manuel Colón Biography**

Manuel Colón has been Chief Academic Officer in the Anaheim Union High School District for the past seven years. He has been instrumental in the implementation of the Local Control and Accountability Plan (LCAP), increased family and community engagement making AUHSD a state model, and formed many partnerships with higher education institutions to create the Anaheim Collaborative. He received his bachelor's degree from U.C. Santa Cruz in Language and Culture, a master's degree from Stanford University in Education, and a master's degree from UCLA in Administration. Mr. Colón has been in education twenty-nine years as a teacher, assistant principal, principal, and assistant superintendent. He has received multiple individual awards including the Apple of Gold Award in Excellence in Teaching from the Hispanic Education Endowment Fund, California State Administrator of the Year for Valuing Diversity from the Association of California School Administrators (ACSA), Campbell UHSD Teacher of the Year, and the LaBoskey Award in Teacher Education from Stanford University. Mr. Colón has also published the following: Nichols, Patricia C. and Colón, Manuel. 2000. "Spanish literacy and the academic success of Latino high school students: Codeswitching as a classroom resource." *Foreign Language Annals* 33: 498-511.

García, Eugene and Colón, Manuel. 1995. Interactive journals in bilingual classrooms: An analysis of language transition. *Discourse Process* 19, 39-56. Poem published in teaching tools video for Spanish textbook !Dime! Pasaporte al mundo 21. D.C. Heath, 1994. Finally, Mr. Colón has been married and has a son and a daughter.

C) List of Anaheim Collaborative Partners

- Anaheim Union High School District
- City of Anaheim
- Fullerton College
- North Orange Continuing Education
- University California Irvine
- University of California Fullerton
- Orange County United Way
- Cypress College
- North Orange County Community College
- Cypress College
- Tiger Woods Foundation
- Anaheim Elementary School District
- Orange County Asian and Pacific Islander Community Alliance (OCAPICA)
- North Orange County Regional Occupation Program (NOCROP)

D) Relevant Articles on AUHSD innovation and leadership

https://workingnation.com/one-school-districts-vision-students-on-the-inside-look ing-out/

https://workingnation.com/op-ed-a-new-education-model-addressing-the-equity-pa ndemic/

https://voiceofoc.org/2020/10/matsuda-a-republic-if-we-can-keep-it/

https://edsource.org/2020/now-is-the-time-to-prepare-for-the-future/637432

https://www.edweek.org/leaders/2016/california-leader-puts-spotlights-on-long-ter m-english-learners

https://www.edweek.org/leadership/opinion-im-a-superintendent-my-students-acti vism-is-key-to-their-academic-success/2020/03

http://my.aasa.org/AASA/Resources/SAMag/2019/Feb19/Matsuda.aspx

E) Letters of Support from Community Partners

F) Workforce Development Terms and Evolution of Language in Career and Technical Education (CTE)

Technical (Hard Skills) -- Technical/Hard skills are industry specific skills and certificates, and include dual credit community college courses aligned to career pathways in high schools, certificates earned through Career Technical Education (including ROP courses), and mentorships and internships (which develop both hard and soft skills). These opportunities should be open to every student at all secondary schools and should be monitored and tracked for patterns that might indicate disproportionality, especially with "at promise" student populations. Additionally, schools should have a designated "College and Career Access Team," adequate guidance support and liaison with community colleges, higher education institutions, as well as business and non-profit partners.

21st Century Skills (Soft skills) -- 21st Century/Soft skills, also called "power" or "life" skills are skills that are needed for a person to be successful on the job and navigating a career or more likely, multiple careers that are increasingly dependent on hybrid and virtual work platforms. They are transferable and rooted in all industries. Soft skills include the development of emotional and relational intelligence, collaborate, to critically think and to self-reflect, to be innovative and creative, to demonstrate time and project management, as well as to communicate effectively both in speaking and writing. Schools should demonstrate evidence that soft skills are embedded in instructional practice across the curriculum every day for every student.

Student Voice & Purpose -- Purpose and student voice are rooted in development and affirmation of a student's identity and motivation. It is strongly contingent on establishment of a healthy, inclusive, compassionate school culture that intentionally mitigates implicit bias and institutional racism. It is vitally important that students develop purpose in their own education. Education should not be something "done" to students, i.e. given irrelevant assessments or given assignments with little regard to differentiation in instruction. Student purpose happens when learning occurs through activities that are meaningful and relevant to learners, driven by their interests, and often self-initiated with appropriate guidance from teachers. To put it simply, student purpose gives students voice and often, choice, in how they learn and what interests them.

Cultivation of student purpose and voice is vital to build on student interests into a career pathway. Instructional practices that develop authentic student voice will help foster connections with career choices. Mental health is a vital component of soft skills and student voice, and schools should have adequate staffing supporting mental health including: counselors, social workers, and school psychologists.

Pedagogical approaches that best address student purpose and development of voice

include: Project Based Learning, civic engagement activities in-class, TED talk-like activities in-class, mindfulness, access to world languages to build multilingualism, and courses that intentionally integrate ethnic studies and culturally relevant teaching that affirms identity, as well as develops authentic student voice. Schools should therefore, demonstrate that teachers have been adequately trained in PBL, civic engagement, culturally relevant pedagogy, implicit bias, inquiry based learning, and performance task assessments. Additionally, students should have exposure to a wide, varied curriculum allowing them to explore and cultivate interest and motivation in careers and activities.

Is it time to rename 'soft' and 'hard' skills? **October 1, 2013 | skills-- Liz Abinante (http://lizabinante.com/)**

Appendix C: Glossary

Assimilation- A process through which people are explicitly or implicitly expected to change in response to a culturally or linguistically dominant norm, e.g. when language learners are asked to adapt their voices to the standard language

Code switching- the intentional or unintentional act of switching from one named language or register to another based on the audience, the context, and the communicative action.

Communicative Action- the cooperative and collaborative process through which individuals with different linguistic repertoires create a common, shared discourse.

Emergent Bilingual- A language learner whose linguistic repertoire includes registers and nuances from two named languages

Emergent Plurilingual- A language learner whose linguistic repertoire includes registers and nuances from multiple named languages

Heteroglossia- The coexistence of different linguistic repertoires within a teaching and learning process. In a heteroglossic classroom, teachers strategically and intentionally empower language learners to fully use and stretch their linguistic repertoires and their voices.

Language Fragility- The concept of language fragility is an adaptation of DiAngleo's (2018) construct of white fragility, referring to the defensive reactions white people enact when their beliefs, position, and privileges are questioned. Language fragility represents the fearful or defensive reactions enacted by members of linguistically dominant groups when expected to participate in or affirm plurilingual and heteroglossic processes.

Language learner- Any individual who is stretching her/his linguistic repertoire by experimenting with nuances, registers, and varieties of two or more named languages.

Language Insecurity- A sense of uncertainty or self-doubt regarding one's languaging practices, typically in response to monoglossic cultural and institutional norms.

Languaging- a dynamic process through which an individual creates communicative actions with others (e.g. by listening and speaking) and with texts (e.g. by reading and writing)

Linguistic repertoire- All the skills, nuances, registers, variances, words, and idiolects an individual can use when languaging; for plurilingual and emergent plurilingual learners, this includes conceptual and sociolinguistic assets drawn from multiple named languages

Monoglossia- The dominance and existence of one voice as the standard and reference for any communicative action; this frequently manifests as an expectation that communication occurs in a specific named language and/or a specific register within that named language.

Multilingualism- The ability to communicate in multiple named languages. Within the context of language learning, multilingualism is sometimes associated with the assumption that languages should be compartmentalized and used separately, without any linguistic intersectionality.

Named languages- A sociolinguistic construct through which dynamic languaging processes are defined, labeled and regulated according to cultural and geopolitical boundaries. As social constructs, named languages function more as static mechanisms for labeling and grouping people (e.g. as English or Spanish speakers) than as descriptions of how culturally, experientially, and geographically diverse individuals experience and leverage their linguistic repertoires.

Nuances- subtle and unique ways words convey a different connotation. This can lead to a more sophisticated and expansive understanding of an idea, such as when plurilingual speakers integrate culturally nuanced concepts, or convey implicit bias (such as when teachers claim to say they "*allow* language learners to fully use their linguistic repertoires" rather than "*empower* language learners by *encouraging* them to fully use their linguistic repertoire").

Plurilingualism- The ability to draw from multiple named languages when engaging in communicative actions. In contrast to multilingualism, plurilingualism emphasizes the interconnected coexistence of multiple named languages within an individual's linguistic repertoire, and affirms speakers' use of their full linguistic repertoire when languaging.

Register- A variety of a named language utilized for a communicative action and within a specific context.

Standard English Learner- the deficit-based label ascribed to students who speak the named language English using registers, nuances, and variances that differ from the standard and dominant form. This label renders invisible students' plurilingual linguistic repertoires, and reinforces a monoglossic ideology of English-dominance

Standard Language- a label used to position the linguistic register of a racially, culturally or socioeconomically dominant group as more advanced, correct, or appropriate than minoritized linguistic registers. Within the context of language education, this term reflects a supremacist ideology that privileges white or colonial linguistic registers, frequently under the guise of constructs like "academic" or "professional" language.

Translanguaging- the process through which plurilingual individuals create communicative actions using all the registers, nuances, and variances included in their linguistic repertoires. In the context of education, the adoption of a translanguaging pedagogy (Garcia et al, 2017) requires a critical assessment of ideological, curricular, and pedagogical approaches to teaching and learning, and a willingness to co-construct academic discourse with plurilingual students.

Variances - the linguistic richness - accents, lexicon, and structures - that culturally, linguistically, experientially, and geographically diverse individuals use when languaging. In the context of language education, variance refers to the free and dynamic aspects of students' languaging practices, with new variances emerging in response to students' evolving sociolinguistic identities, sociocultural contexts, and lived experiences.

White Gaze - the process through which individuals and institutions are viewed through the lens of White, monolingual norms and expectations (see Morrison, 2001) . Within the context of language education, this manifests in the form of monoglossia; curricular, pedagogical, and assessment practices that affirm and entitle monolingualism, and deficit-based labeling of plurilingual students.

Definitions From: *Radically Inclusive Teaching with Newcomer and Emergent Plurilingual Students: Braving Up* (Dover & Rodríguez-Valls, 2022).

Glossary of Terms for English learner (EL) Reports-From CDE

English Learner (EL): A student in kindergarten through grade 12 for whom there is a report of a language other than English on the Home Language Survey (HLS) and who, upon initial assessment in California using an appropriate state assessment (currently the English Language Proficiency Assessments for California [ELPAC]; prior to the 2017–18 school year, the California English Language Development Test [CELDT]) and from additional information when appropriate, is determined to lack the clearly defined English language skills of listening, speaking, reading, and/or writing necessary to succeed in the school's regular instructional programs.

English Learner "At-Risk" of Becoming a Long-Term English Learner ("At-Risk"): An EL student to which all of the following apply: (1) is enrolled on Census Day (the first Wednesday in October) in grades 3 to 12, inclusive; and (2) has been enrolled in a U.S. school for four or five years; and (3) has scored at the intermediate level or below (level 3 or below) on the prior year administration of the ELPAC **(Note: The 2018–19 determinations At-Risk of becoming LTEL [AR-LTEL] reflect a significant one year increase from previous years. These changes stem from having only one year of ELPAC data available in the 2017–18 academic year required for making AR-LTEL determinations. Specifically, Education Code Sections 313.1(a)(1)(2) and 313(b)(1)(2) state that students for which the required testing data are not available shall not be excluded from AR-LTEL determinations. Due to the one-year transition from the California English Language Development Test (CELDT) to the English Language Proficiency Assessments for California (ELPAC), two years of ELPAC data were not available to make these determinations as in prior years.);** and (4) for students in grades 3 to 9, inclusive, has scored in the fourth or fifth year at the "Standard Not Met" level on the prior year administration of the California Assessment of Student Performance and Progress (CAASPP)-English Language Arts/Literacy (ELA).In addition, please note the following: (1) students for whom one or more of the required testing criteria are not available are categorically determined to be "At-Risk"; and (2) the assessment component of "At-Risk" determination for students in grades 10–12, inclusive, is based solely on the ELPAC criteria outlined above; and (3) the CAASPP-ELA component of "At-Risk" determination is not applied to students in grade 3, as outlined in Education Code Section 313.1(b)(1)(D), because the CAASPP-ELA is administered in grades 3 to 8, inclusive, and 11, so students enrolled in grade 3 on Census Day will not have prior year CAASPP-ELA test scores available. For more information see California Education Code (EC) 313.1.

English Only (EO): A student in kindergarten through grade 12 for whom the only language reported on the HLS is English or American Sign Language (ASL).

"Ever-EL": A student who is currently an EL or who was formerly designated as an EL, but who has now been reclassified fluent English proficient (RFEP).

Initial Fluent English Proficient (IFEP): A student in kindergarten through grade 12 for whom a language other than English is reported on the HLS and who, upon initial assessment in California using an appropriate state assessment (currently the ELPAC; prior to the 2017–18 school year, the CELDT) and from additional information when appropriate, is determined to be proficient in English.

Long-Term English Learner (LTEL): An EL student to which all of the following apply: (1) is enrolled on Census Day (the first Wednesday in October) in grades 6 to 12, inclusive; and (2) has been enrolled in a U.S. school for six or more years; and (3) has remained at the same English language proficiency level for two or more consecutive prior years, or has regressed to a lower English language proficiency level, as determined by the ELPAC **(Note: The 2018–19 determinations of Long-Term English Learners (LTEL) reflect a significant one year increase from previous years. These changes stem from having only one year of ELPAC**

data available in the 2017–18 academic year required for making LTEL determinations. Specifically, Education Code Sections 313.1(a)(1)(2) and 313(b)(1)(2) state that students for which the required testing data are not available shall not be excluded from LTEL determinations. Due to the one-year transition from the California English Language Development Test (CELDT) to the English Language Proficiency Assessments for California (ELPAC), two years of ELPAC data were not available to make these determinations as in prior years.); and (4) for students in grades 6 to 9, inclusive, has scored at the "Standard Not Met" level on the prior year administration of the CAASPP-ELA. In addition, please note the following: (1) students for whom one or more of the required testing criteria are not available are categorically determined to be an LTEL; and (2) the assessment component of LTEL determination for students in grades 10–12, inclusive, is based solely on the ELPAC criteria outlined above. For more information see EC 313.1.

Reclassified Fluent English Proficient (RFEP): A student in kindergarten through grade 12 who, upon entering public school in California, is identified as an EL and subsequently reclassified/redesignated in California, per EC 313, as proficient in English. EC 313 criteria include, but are not limited to, an assessment of English proficiency in listening, speaking, reading, and writing as currently measured by the ELPAC (prior to the 2017–18 school year the CELDT was used), teacher evaluation of curriculum mastery, parental opinion/consultation, and student's performance of basic skills, as measured by the CAASPP-ELA that demonstrates sufficient proficiency in English to participate effectively in a curriculum designed for students of the same age whose native language is English.

To Be Determined (TBD): A student in kindergarten through grade 12 for whom there is a report of a primary language other than English on the HLS and for whom the district has not completed the assessment process. The assessment process must be completed within 30 days of initial enrollment.

Ungraded Elementary (UE): A grade level for students enrolled in elementary classes (kindergarten through eighth grades) that are not assigned to a specific grade level. This grade level is specifically for students in a special education program. This grade level was retired at the end of the 2017-18 reporting year.

Ungraded Secondary (US): A grade level for students enrolled in secondary classes (ninth through twelfth grades) that are not assigned to a specific grade level. This grade level is specifically for students in a special education program. This grade level was retired at the end of the 2017-18 reporting year.

Appendix D: References

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Appendix E: Language Group District Wide Data 2021-22

AUHSD has over 60 different languages represented by our families. We consider all of those languages to be assets our families and our scholars bring to our district and community.

Language	#ELs	#FEP	#EL/FEP	%EL/FEP	
Spanish	5,340	9,605	14,945	52.62%	*
Vietnamese	203	1,126	1,329	4.68%	
Korean	75	713	788	2.77%	
Filipino (Filipino or Tagalog)	96	398	494	1.74%	
Arabic	151	310	461	1.62%	
Other non-English languages	31	154	185	0.65%	
Mandarin (Putonghua)	16	114	130	0.46%	
Gujarati	8	70	78	0.27%	
Hindi	10	62	72	0.25%	
Cantonese	5	58	63	0.22%	
Punjabi	8	41	49	0.17%	
Khmer (Cambodian)	10	38	48	0.17%	
Japanese	7	28	35	0.12%	
Bengali	8	26	34	0.12%	
Farsi (Persian)	13	21	34	0.12%	
Urdu	12	20	32	0.11%	
Telugu	2	30	32	0.11%	
Pashto	10	13	23	0.08%	
Thai	2	20	22	0.08%	
Tamil		21	21	0.07%	

Cebuano (Visayan)	**3**	**16**	**19**	**0.07%**
Portuguese	**9**	**8**	**17**	**0.06%**
Russian	**2**	**14**	**16**	**0.06%**
Lao	**4**	**12**	**16**	**0.06%**
Rumanian		**15**	**15**	**0.05%**
Tongan	**5**	**7**	**12**	**0.04%**
Indonesian	**2**	**9**	**11**	**0.04%**
Samoan	**2**	**9**	**11**	**0.04%**
Somali	**3**	**7**	**10**	**0.04%**
German	**2**	**7**	**9**	**0.03%**
Italian		**8**	**8**	**0.03%**
French	**1**	**6**	**7**	**0.02%**
Ilocano	**3**	**3**	**6**	**0.02%**
Tigrinya	**1**	**5**	**6**	**0.02%**
Hmong		**5**	**5**	**0.02%**
Marathi		**5**	**5**	**0.02%**
Marshallese	**3**	**1**	**4**	**0.01%**
Armenian		**4**	**4**	**0.01%**
Greek		**3**	**3**	**0.01%**
Kannada		**3**	**3**	**0.01%**
Assyrian	**1**	**2**	**3**	**0.01%**
Khmu		**2**	**2**	**0.01%**
Swahili	**1**	**1**	**2**	**0.01%**
Amharic		**2**	**2**	**0.01%**
Burmese		**2**	**2**	**0.01%**

Hebrew		**2**	**2**	**0.01%**
Hungarian		**2**	**2**	**0.01%**
Ukrainian		**2**	**2**	**0.01%**
Taiwanese		**2**	**2**	**0.01%**
Chaozhou (Chiuchow)		**2**	**2**	**0.01%**
Zapoteco	**1**		**1**	**0.00%**
Serbo-Croatian (Bosnian, Croatian, Serbian)		**1**	**1**	**0.00%**
Oromo	**1**		**1**	**0.00%**
Albanian		**1**	**1**	**0.00%**
Chamorro (Guamanian)		**1**	**1**	**0.00%**
Kurdish (Kurdi, Kurmanji)	**1**		**1**	**0.00%**
Turkish		**1**	**1**	**0.00%**
Dutch				**0.00%**
				0.00%
Chaldean				**0.00%**
Polish				

Appendix F: CPSF/Plurilingual Services Evaluation

Plurilingual Services CPSF Evaluation 2021-22
Dr. Renae Bryant

We will never transform the prevailing system of management without transforming our prevailing system of education. They are the same system.-E. Deming, The New Economics for Industry, Government and Education

Multilingual Services: Becoming A Learning Department

The Career Preparedness Systems Framework, designed in Anaheim Union High School District, puts the learner at the center of voice and purpose, 21st century skills (soft skills) and technical skills (hard skills) (Matsuda, 2021). AUHSD is focused on becoming a learning organization with staff using the leadership practices of The Fifth Discipline by Peter M. Senge: personal mastery, shared vision, mental models, team learning and systems thinking (Senge, 2006). The AUHSD Multilingual Services department is committed to becoming learning department focused on increasing access, equity/justice, and success of our scholars/learners through the implementation of the Career Preparedness Systems Framework (CPSF) in the three main areas of the department: 1) English Language Development, 2) World Languages, and 3) Dual Language Immersion.

The Multilingual Services Department will realign our vision, professional learning, training and meetings to the new vision, mission and values of AUHSD and CPSF. Inherent in this commitment will be the Wildly Important Goals (WIGS) of youth voice and purpose, 21st century skills (soft skills) and technical skills (hard skills); as well as intentionally building the capacity of all learners (scholars, staff, families and community) around personal mastery, shared vision, mental models, team learning and systems thinking (Senge, McCabe, Lucas, Smith, Dutton & Kleiner, 2012). We will continue our mindfulness practice at the beginning of every meeting, modeling the way for others to do so in their meetings. As a department we will write new emotional intelligence goals for 2021-2022 and work with accountability partners. In 2021-2022 the department will focus on building capacity around *The Fifth Discipline, Schools That Learn* and *Multipliers Effect.*

English Language Development

In the area of English Language Development, both integrated and designated, the CPSF will be crosswalked with the English Learner Road Map. While focusing on youth voice and purpose, 21st century skills (soft skills) and technical skills (hard skills), specific strategies from the California English Learner Roadmap Implementation Guide and Toolkit for Administrators

and the EL Roadmap Teacher Toolkits will be integrated to create assets-oriented and student responsive schools; support programs and practices that provide intellectual rigor and meaningful access for English Learners/emergent bilingual students; ensure systemwide conditions to support implementation; and align and articulate practices across AUHSD. Youth voice and purpose will be a focus through multilingual shadowing, TeachFX, Mikva Soapbox speeches, AUHSD Talks, collaboration and communication structures, project based learning, universal design for learning (UDL) and more (Matsuda, 2021). The focus on 21st century skills (trending skills) will continue to be an emphasis. We will continue to lead professional learning with mindfulness practices; connect teachers with mindfulness professional learning opportunities; model and coach for personal mastery and mental models; and the 5Cs with the expectation that these 21st century skills will be visible in classrooms with multilingual scholars. The technical skills will be achieved with integrated and designated ELD, the content, and access to career pathways and Anaheim Innovative Mentoring Experience (AIME). In an effort to demonstrate team learning, Multilingual Services will continue to work with Special Youth Services to integrate the guidance for reclassifying ELs with disabilities using the *California Practitioners' Guide for Educating English Learners with Disabilities*. We will continue to work with Amanda Bean, Director of CPSF, to update our ELD 1, 2, and 3 courses so that students can earn A-G for any one of the courses they take. We will also work diligently to be sure that our ELs leaving ELD 3 are placed in grade appropriate English Language Arts, instead of placing them in 9th grade ELA regardless of their grade level, which was a practice that pre-existed my leadership and denied access to grade level content. This will no longer be practiced. Communication has occurred with the ELD Department Chairs, counselors and administrators. In an effort to help our students become globally competent citizens we will provide professional learning within our ELD Department Chair or EL Administrator, EL Coordinator and EL Program Chair meetings on the Four Domains of Global Competence using *Educating for Global Competence: Preparing Our Youth to Engage the World* and build capacity through the recently published free text, *Improving Education for Multilingual and English Learner Students: Research to Practice* (CDE, 2020).

Each year I am contacted by numerous districts to mentor them to create systemness in service of the emergent bilinguals. This is an area where we can provide a toolkit, training lab and mentoring for other districts at a cost. Right now we provide this for free.

World Languages

In the area of World Languages the CPSF will be crosswalked with the California Department of Education World Languages Framework. While focusing on youth voice and purpose, 21st century skills (soft skills) and technical skills (hard skills), specific strategies from the World Languages Framework will be integrated to create assets-oriented and student responsive schools; support programs and practices that provide intellectual rigor and meaningful access for English Learners/emergent bilingual students; ensure systemwide conditions to support implementation; and align and articulate practices across AUHSD (Matsuda, 2021). Youth voice and purpose will be a focus through multilingual shadowing, TeachFX, Mikva Soapbox

speeches, AUHSD Talks, collaboration and communication structures, project based learning, universal design for learning (UDL) and more. The focus on 21st century skills (soft skills) will continue to be an emphasis. We will continue to lead professional learning with mindfulness practices; connect teachers with mindfulness professional learning opportunities; model and coach for personal mastery and mental models; and the 5Cs with the expectation that these 21st century skills will be visible in classrooms with multilingual scholars. The technical skills will be achieved through the content, access to career pathways and Anaheim Innovative Mentoring Experience (AIME). We will continue to work with Special Youth Services, our counselors and site leaders to increase the number of ELs and students with disabilities taking World Language courses and integrate guidance from the *California Practitioners' Guide for Educating English Learners with Disabilities* (CDE, 2019). We will use Global California 2030 as well as a north star to assist us in creating our own bilingual teacher pipeline from our World Language and Dual Language Immersion programs. We will continue to build capacity of our World Languages teachers by working through the World Languages Framework, *Educating for Global Competence: Preparing Our Youth to Engage the World* and the recently published free text, *Improving Education for Multilingual and English Learner Students: Research to Practice* (CDE, 2020). We will continue to emphasize technical workability vocabulary (Tier 3) as well as Tier 1 and 2 vocabulary.

Each year I am contacted by numerous districts to mentor them to create systemness to increase the number of Seal of Biliteracy awards they award. This is an area where we can provide a toolkit, training lab and mentoring for other districts at a cost. Right now we provide this for free.

Dual Language Immersion

In the area of Dual Language Immersion the CPSF will be crosswalked with the *Guiding Principles for Dual Language Education*, Third Edition. While focusing on youth voice and purpose, 21st century skills (soft skills) and technical skills (hard skills), specific strategies from the *Guiding Principles for Dual Language Education,* Third Edition, will be integrated to create assets-oriented and student responsive schools; support programs and practices that provide intellectual rigor and meaningful access for bilingual students; ensure systemwide conditions to support implementation; and align and articulate practices across AUHSD (Matsuda, 2021). Youth voice and purpose will be a focus through multilingual shadowing, TeachFX, Mikva Soapbox speeches, AUHSD Talks, collaboration and communication structures, project based learning, universal design for learning (UDL) and more. The focus on 21st century skills (soft skills) will continue to be an emphasis. We will continue to lead professional learning with mindfulness practices; connect teachers with mindfulness professional learning opportunities; model and coach for personal mastery and mental models; and the 5Cs with the expectation that these 21st century skills will be visible in classrooms with multilingual scholars. The technical skills will be achieved with expert DLI instruction, the content, and access to career pathways and Anaheim Innovative Mentoring Experience (AIME). In an effort to demonstrate team learning, Multilingual Services will continue to work with Special Youth Services to

integrate appropriate services for DLI students with disabilities using the *California Practitioners' Guide for Educating English Learners with Disabilities*. Will will also integrate the C6 Dual Language Immersion Framework by Dr. Jose Medina to be sure we are integrating not only a language and content objective but also a culture objective, as well as honoring translanguaging. Focusing on "lesson planning as a political act" (Medina, 2021). We will continue to build the capacity of our DLI teachers by working through the World Languages Framework, *Educating for Global Competence: Preparing Our Youth to Engage the World* and *Improving Education for Multilingual and English Learner Students: Research to Practice* (CDE, 2020). We will continue to emphasize technical workability vocabulary (Tier 3) as well as Tier 1 and 2 vocabulary. It will be exciting to work with Amanda Bean. I would like to see us create a career pathway for education/teaching. We know there will be a teacher shortage, so we need to create a pathway to supply our own future teachers to AUHSD both in World Language and DLI, as well as other areas. I would also love to see us work closely with Anaheim Elementary School District to place potential future teachers as well.

Each year I am contacted by numerous districts across the United States to give campus tours and mentor them to create a successful secondary DLI program. This is an area where we can provide a toolkit, training lab and mentoring for other districts at a cost. Right now we provide this for free.

Conclusion

AUHSD Multilingual Services is excited to move forward in progressing the CPSF, as well as the new vision, mission, and values of AUHSD through our work in service to our scholars, staff, families and community (Matsuda, 2021). We are eager to grow in our personal mastery, shared vision, mental models, team learning and systems thinking to help increase youth voice and purpose, 21st century skills, and technical skills (Senge, 2006).

References

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Appendix G: Plurilingual Master Plan Resources

2022 AUHSD Plurilingual Master Plan Resources

A

Academic Progress for English Learners: The Role of School Language Environment and Course Placement in Grades 6-12

AUHSD - Parent Family Engagement Policy

C

California English Learner Roadmap

The California English Learner Roadmap: A Middle School Teacher's Toolkit

California English Learner Roadmap Rubric

California English Learner Roadmap Self-Reflection Rubric

D

Does Your LCAP Plan Deliver on the Promise of Increased or Improved Services for English Learners

E

Educating for Global Competence: Preparing Our Youth to Engage the World

ELA/ELD Framework

ELD Standards

F

Family Engagement Framework District Principles

Family Engagement Framework District Principles - brief description

G

Guiding Principles for Dual Language Immersion 3rd Edition
- Downloaded PDF

Global California 2030: Speak. Learn. Lead

M

The Majority Report: Supporting the Educational Success of Latino Students in California

2018 Master Plan for English Learners and Standard English Learners (LAUSD)

N

Newcomer Tool Kit - Download ALL
- Chapter 1
- Chapter 2
- Chapter 3
- Chapter 4
- Chapter 5

Newcomer Tool Kit - Info Page

R

A Review of Year 2 LCAPS: A Weak Response to English Learners

Rubric for Culturally Responsive Teaching

S

Sociocultural Competence School Checklist and Goal Setting Form

Strategies for Supporting Families of Newcomers (from Newcomer Tool Kit Chapter 5)

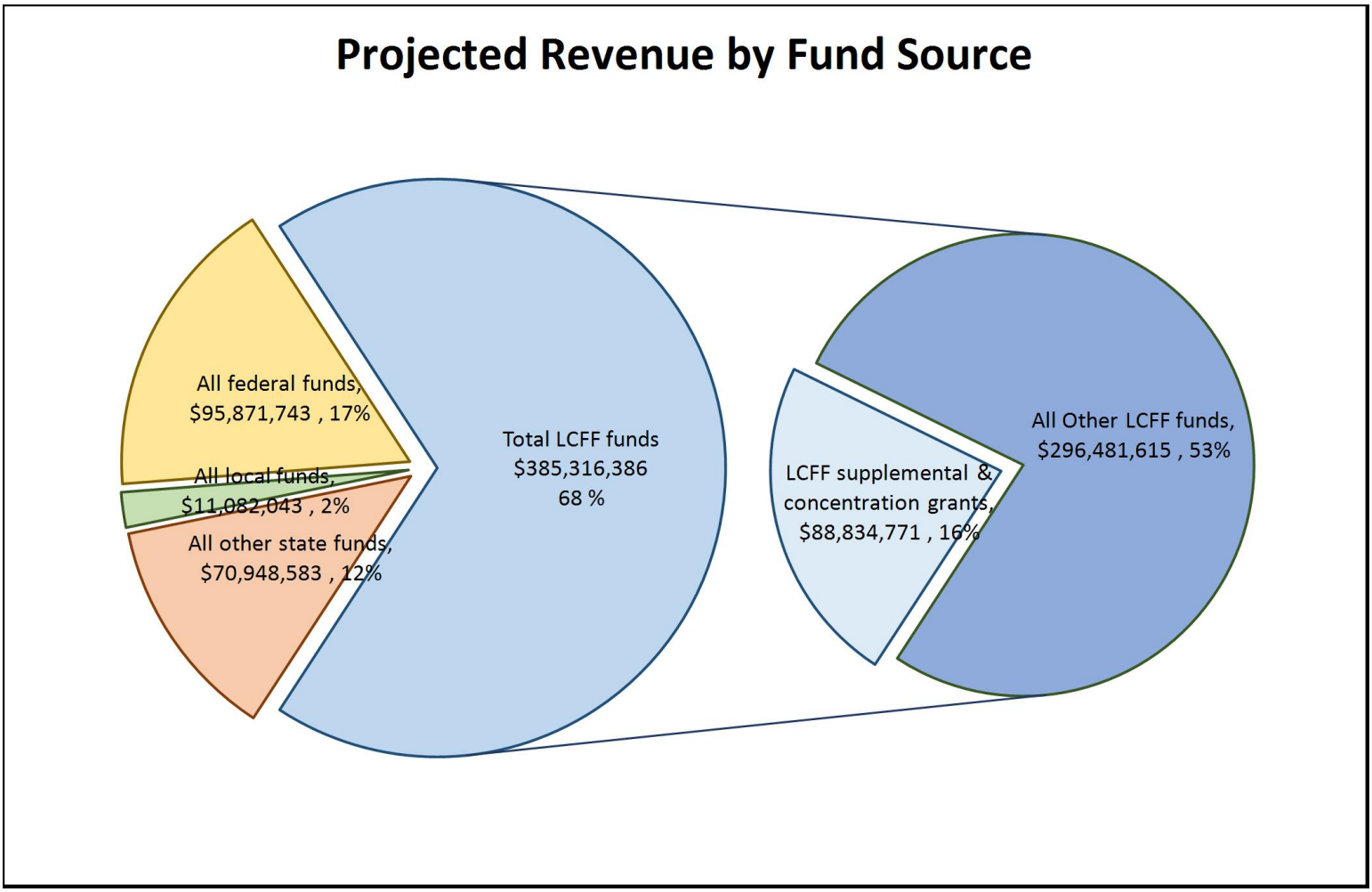
UNLIMITED YOU
ANAHEIM UNION HIGH SCHOOL DISTRICT

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Anaheim Union High School District
CDS Code: 30-664310000000
School Year: 2022-23
LEA contact information:
Joseph Carmona
Director, Special Programs
colon_m@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 2022-23 School Year

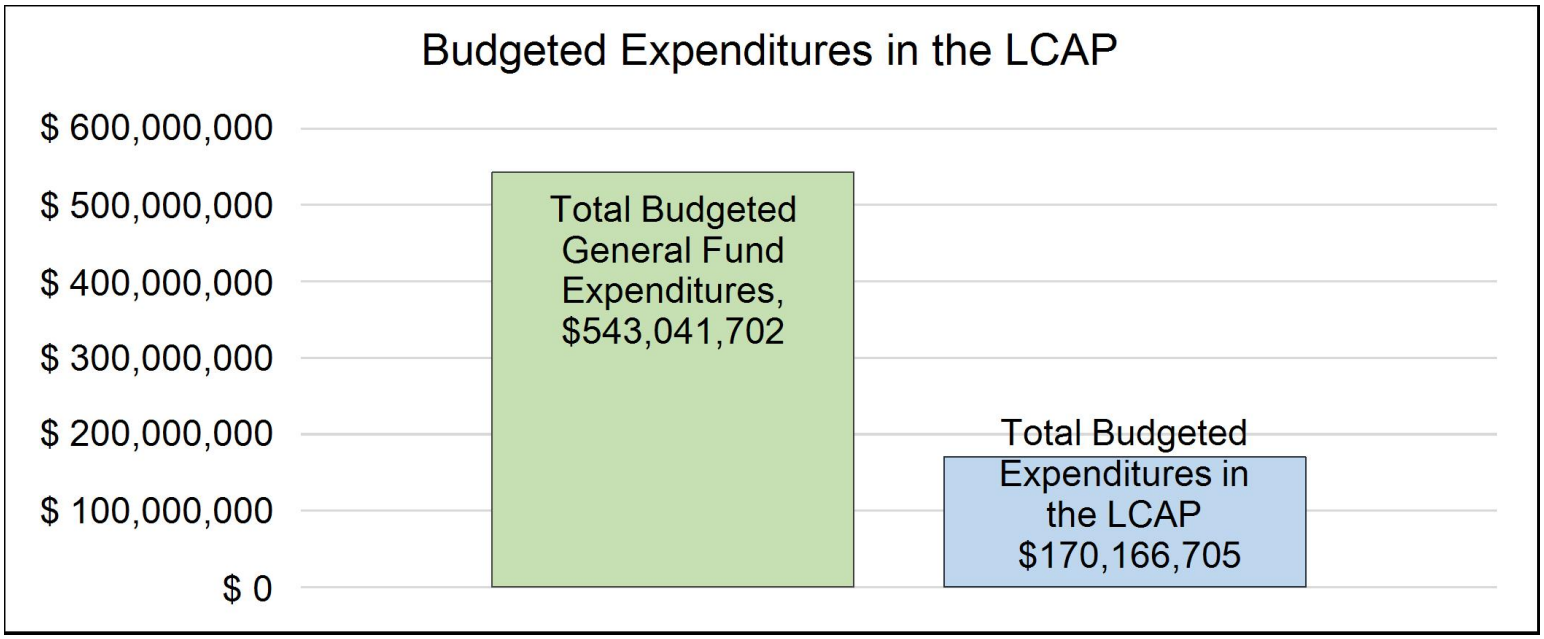


This chart shows the total general purpose revenue Anaheim Union High School District expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Anaheim Union High School District is $563,218,755, of which $385,316,386 is Local Control Funding Formula (LCFF), $70,948,583 is other state funds, $11,082,043 is local funds, and $95,871,743 is federal funds. Of the $385,316,386 in LCFF Funds, $88,834,771 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 2022-23. 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 $543,041,702 for the 2022-23 school year. Of that amount, $$170,166,705 is tied to actions/services in the LCAP and $372,874,997 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.

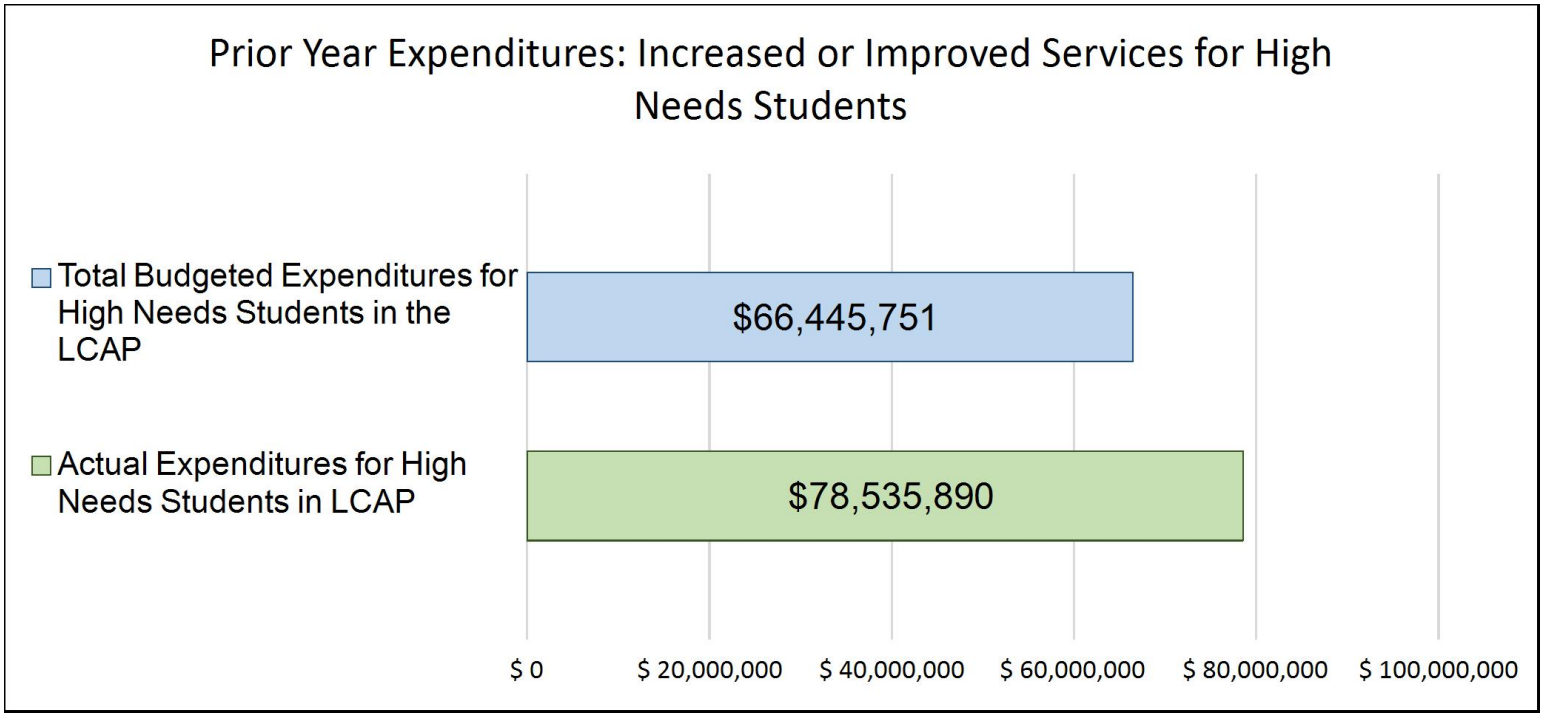
Increased or Improved Services for High Needs Students in the LCAP for the 2022-23 School Year

In 2022-23, Anaheim Union High School District is projecting it will receive $88,834,771 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 $86,459,705 towards meeting this requirement, as described in the LCAP.

The District continues to identify services and actions that increase and improve services for high needs students. Additionally, projected declines in enrollment and average daily attendance (ADA) may impact the overall budgeted expenditures.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2021-22



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 2021-22, Anaheim Union High School District's LCAP budgeted $66,445,751 for planned actions to increase or improve services for high needs students. Anaheim Union High School District actually spent $78,535,890 for actions to increase or improve services for high needs students in 2021-22.



Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Anaheim Union High School District	Joseph Carmona Director of Special Programs	carmona_jo@auhsd.us 714-999-3579

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).

The ESSER III Expenditure plan was developed using feedback from the 2020-21 LCAP engagement process. These planned activities were included in the 2021-22 LCAP.
District administrators also met separately with the District English Learner Advisory Committee (DELAC), student ambassadors, Family and Community Engagement Specialists (FACES), counselors, and the Districts' Opening of School teacher input group. This input informed the strategies to be implemented using state funds including the Educator Effectiveness Grant and A-G Completion Improvement grant.
The District will engage educational partners as part of the 2022-23 LCAP development process regarding the use of additional concentration grant add-on funding provided to the District.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

The District plans to use the additional concentration grant funding to increase the number of counselors, social workers, school psychologists, speech language pathologists, and family and community engagement specialists. This funding will also be used to support college and career readiness specialists at District high schools. In some cases, staffing for these positions will be maintained rather than increased because of declining student enrollment.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

The District conducted a Return to School parent survey was administered from June 25, 2020 to July 10, 2020. The sixteen-item survey was in an online format and was distributed via an email campaign to students' primary parental contact. Initially, 26,409 parents were sent an email invitation to take the survey and 14,511 responses were gathered. Questions were designed to collect data on parents' recent experience with distance education (if applicable), and on parent preferences for safely returning to school in the fall, based on California Department of Education (CDE) and California Department of Public Health (CDPH) guidance. Finally, parents were given space to provide feedback on each of the three return to school options being considered by the district. This initial outreach to parents gave feedback regarding the preferred method of instruction for the fall as well as identified several areas of support that families requested.
The District established an opening for school's task force to solicit input that informs decisions about schedules, safety measures, and protocols for opening of schools during the spring of 2020. This group focused on five areas: instruction, facilities and operations, systems and structures, health and safety, and mental health. This group includes board members, administrators, teachers, counselors, maintenance and operations staff, food services, transportation, union leadership, site clerical staff, community partners, parents, and students.
Three stakeholder engagement meetings were held on August 20th, 27th and September 3rd to provide additional opportunities for all stakeholders to learn more about the Districts' efforts and plans for the 2020-21 year. This additional step of providing a public forum for stakeholders to ask questions, raise ideas and concerns and interact directly with District staff aligns with the Districts' commitment to authentic family and community engagement. These meetings allowed parents to join remotely via Google Meet or to call-in if they did not have internet access. Translation services were provided for any community members or parents who needed this service. Spanish, Korean and Vietnamese languages were all supported during this time.
Additionally, the development of the 2021-22 Local Control Accountability Plan (LCAP) provided opportunities for parents, students, staff, and community members to give feedback about identified areas of need. The engagement process consisted of five meetings that occurred from February to April 2021.
Four focus groups, structured around the eight State Priorities, were created to help guide the work that was completed in the engagement meetings. Focus group members concentrated on actions that were related to the State Priority (ies) assigned to their focus group, as well as the effects of the COVID-19 pandemic. Feedback from this process was used in identifying the supplemental instruction and support strategies to be implemented in the 2021-22 year.
Five steering committee meetings were held to oversee the LCAP process, plan stakeholder engagement meetings, and debrief the findings from the community engagement meetings. The LCAP Steering Committee was comprised of the Assistant Superintendent of Educational Services, the Chief Academic Officer and representatives from the following groups: directors, coordinators, principals, assistant principals, counselors, curriculum specialists, teachers, classified staff, students, parents, community members, and representatives from four local bargaining units. The steering committee members also provided direct feedback that was incorporated into the plans for the 2021-22 year.

District administrators also met separately with the District English Learner Advisory Committee (DELAC), student ambassadors, Family and Community Engagement Specialists (FACES), and the Districts' Opening of School teacher input group. This additional input further informed the strategies to be implemented.

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

The District is implementing the American Rescue plan through the implementation of the Expanded Learning Opportunity (ELO) Grant. This plan can be found at https://www.auhsd.us/District/Department/14207-ANAHEIM-UHSD/Portal/lcap. The successes of this implementation include the placement of additional social workers, counselors, school psychologists, and community liaisons. Another success is the addition of college and career readiness specialists to District high schools. One of the challenges is recruiting and retaining high quality candidates to fill these positions.
The District is implementing the Elementary and Secondary School Emergency Relief expenditure plan (ESSER III) by updating air conditioning and ventilation across the District. The progress for these projects includes identifying units 15 years or older for replacement. Architect firms have been selected and projects are currently being assigned. Construction is estimated to begin in fall 2022.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update.

The District took into account the requirements of the Safe Return to In-person Instruction and ESSER III Expenditure plans during the process of constructing the 2021-22 LCAP. The fiscal resources received from various state and federal sources has been coordinated with LCFF funding to ensure safe learning environments for students and staff. This includes training about COVID mitigation policies and practices, increased cleaning and disinfecting, additional staff for contact tracing and testing, and additional school staff to support mental health needs. These factors were discussed and built into the 2021-22 LCAP.

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), 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

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA's educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA's 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA's educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: "*A description of how and when the LEA engaged, or plans to engage, its* educational partners *on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).*"

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget

Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: "*A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.*"

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code* Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA 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.

Prompt 3: "*A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.*"

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (https://www.cde.ca.gov/fg/cr/relieffunds.asp) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (https://www.cde.ca.gov/fg/cr/) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: "A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation."

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA's implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: “A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.”

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA’s 2021–22 LCAP. For purposes of responding to this prompt, “applicable plans” include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021



Local Control 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	Joseph Carmona Director, Special Programs	carmona_jo@auhsd.us 714-999-3579

Plan Summary [2022-23]

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 30,000. The District covers 46 square miles and stretches across the cities of Anaheim, Cypress, Buena Park, La Palma, and Stanton. Students span grades seven through twelve, speak 48 different languages in their homes, attend 20 campuses, and come to us from five feeder-elementary school districts. Seventy-eight percent of AUHSD students are low-income, as indicated by participation in the National School Lunch Program, and 19.4% are English learners (EL). The demographic profile also indicates the following regarding student groups: 69.4% Hispanic, 13.2% Asian, 8.2% White, 4.1% Filipino, 2.2% African-American, 1.9% two or more races, .4% Pacific Islander, and 0.2% Native American.

The District is proud to have five California Distinguished Schools, two National Blue Ribbon Schools, and 13 California Gold Ribbon schools. Additionally, seventeen schools are designated California Democracy schools and six of those have been recognized with the California Civic Learning Award of Excellence.

All AUHSD schools implement a variety of programs focused on developing critical thinking, communication, collaboration, creativity, and character. 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.

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:

- 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.

AUHSD Core Values

- We believe in and model the 5Cs: collaboration, creativity, critical thinking, communication, and compassion.
- We believe that education must work for students and not the other way around.
- We believe in nurturing everyone’s potential.
- We believe in systems not silos.
- 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 an assets-based instructional approach focused on our community’s strengths.
- We believe public schools should enhance and strengthen democracy through cultivation of student voice and problem solving.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

The Anaheim Union Educational Pledge (The Pledge) is a partnership with Fullerton and Cypress colleges, California State University, Fullerton (CSUF), the University of California, Irvine (UCI), and the City of Anaheim, to ensure that AUHSD graduates achieve their post-secondary goals. The Pledge is formalized through a series of actions spanning across these institutions. Successes include steady improvement in graduation rate and A-G completion. There has been a 43% increase in admission to UCI from AUHSD. AUHSD students also have higher persistence rates (95-99%) at UCI in comparison to the overall student population (85-88%).

Anaheim Innovative Mentoring Experience (AIME) program has served more than 8,500 AUHSD students through a tiered mentoring program, which allows for a variety of corporate and community partners to participate in making a difference in the lives of students. Over 80 different corporations, community based organizations and non-profits serve as partners. Students benefit from mentoring experiences that help them to prepare for the demands of college and career in an authentic environment.

Civic engagement and learning plays a prominent role in the District. 17 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. Fifteen different sites have been recognized with California Civic Learning Awards. Six sites (Cypress High, Katella High, Lexington Junior High, Savanna High, South Junior High, and Walker Junior High) have been awarded the Civic Learning Award of Excellence, the highest honor in California.

Services to address students' social-emotional needs have been increased and improved through the hiring of additional social workers, psychologists, counselors and providing professional learning/training to teachers and staff. The District screened for mental health needs of all 7th grade students as a result of having these additional staff. Continued support of these services builds upon this work and will ensure additional students will receive services or be referred to community based mental health organizations.

The District's Student Support Services has worked with site administrators and MTSS teams to identify student behaviors that led to suspension and design ways to minimize those behaviors. A District Student Discipline Taskforce was established to provide additional guidance, recommendations, and progress monitoring. The work of the task force was critical in responding to unique challenges in the 2021-22 year and gathering input from staff to build and maintain positive classroom climates. The The District's Saturday Academy program was expanded to provide additional enrichment learning opportunities for more students and to support improved attendance results. This structure was particularly effective in providing additional learning opportunities for students to improve their academic achievement and improve the D/F rate.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Student performance in mathematics was orange for the 2019 California School Dashboard. Additionally, District grade data analysis continues to indicate this as an area of need.
Improving mathematics achievement results for all students, with an even greater emphasis on improving mathematics achievement results for EL and SWD subgroups is a priority. The District targeted the junior high level to begin addressing instruction and achievement during the 2019-20 year. This included professional learning/training for mathematics teachers and development of a junior high Math Lab. The Math Lab teachers were selected for their innovative practices and ability to work with diverse populations. Groups of math teachers participated in lesson observation, lesson design and collaborative planning as part of this experience. While school dismissal and staffing shortages have impacted these efforts, the District has remained committed to providing this support moving into the 2022-23 year.

A STEAM coordinator was hired at the conclusion of the 2020-21 year with a responsibility to help oversee mathematics instruction. New instructional materials were adopted for implementation during the 2021-22 year. The Math Lab teachers along with new math leads at the high school level will work with the STEAM coordinator to address mathematics instruction and achievement. A full-time mathematics curriculum specialist has been hired for the 2022-23 year to focus solely on improving mathematics instruction. Additionally, two new high school courses, Data Science and Financial Algebra, have been adopted to address relevancy and engagement within the high school mathematics pathway.

Chronic absenteeism was orange on the 2019 California School Dashboard. Additionally, local data indicates that absenteeism has increased across sites.
The District will continue to support and implement 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. The District's Student Support Services will work with site administrators, attendance staff, outreach staff and family and community engagement staff to proactively support improved attendance.

An analysis of District data from the 2019 California School Dashboard indicates the following needs by student group:
--Pacific Islander students display a gap in the area of suspension rate.
--Foster youth display a gap in graduation rate. The AUHSD graduation rate for foster youth was 80.4% in 2019, 16 percentage points higher than the state average, but because of a 4.9% decline from the previous year puts the indicator into orange.
To address the following performance gaps, the District is doing the following:
Student Support Services will work with site administrators to identify student behaviors that led to suspension and design ways to minimize those behaviors.

The District has established a Foster Youth Taskforce to target the needs of these students. Each school will implement site level teams to address the needs of these students and implement District recommendations.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

Goal 1- All students will demonstrate college, career, and life readiness and success through the implementation of the 5 Cs (critical thinking, communication, collaboration, creativity, and character).
The professional learning plan will address implementation of the Career Preparedness Systems Framework (CPSF). AUHSD 5 C coaches and curriculum specialists will provide professional learning on strategies to develop critical thinking, creativity, communication, collaboration, and character. Additional training around civic engagement and mindfulness will be provided, with the expectation that what students learn in the classroom will apply to the larger community.

Reduction of class size will be accomplished for the year, allowing staff to build capacity and develop additional instructional tools. The District induction program will be essential to supporting new teachers over this time.

Continued implementation of District-wide instructional and programmatic recommendations for English learner students, students with disabilities, and foster youth is critical. Practices for improved monitoring of student progress, refined during the pandemic, will continue to be implemented.

AUHSD is a leader in developing collaborative relationships with corporations, businesses, government agencies and, colleges and universities. AUHSD will continue to implement all components of the Anaheim Union Educational Pledge and strengthen community partnerships to provide robust post-secondary transition opportunities for students. These opportunities include the expansion of the Anaheim Innovative Mentoring Experience (AIME) and addition of College and Career Readiness Specialists.

The District will continue to support the growth and replacement of technology to ensure students have access to devices and internet connectivity. The District will implement a one-to-one device program beginning in the 2022-23 year after successfully piloting at two schools.

Goal 2- Provide meaningful educational engagement opportunities for all parents and families to advocate for all students.
AUHSD will continue to implement and refine parent involvement activities that increase parental understanding of the pedagogy used to prepare students for college and career. These activities include providing training to parents on how to monitor student progress, providing Parent Learning Walks and an updated version of the Parent Leadership Academy.

AUHSD is committed to providing a family and community resource center at all school sites and staffing these centers with Family and Community Engagement Specialists (FACES). The FACES continue to be an essential part of the efforts to improve academic outcomes for students.

The District was recently awarded funding from the California Community Schools Partnership Program and will expand implementation to thirteen sites beginning in 2022-23. Community school coordinators and community school teacher leads will help develop model practices for providing a wide range of academic, social and emotional support for students and families.

Goal 3- Provide and nurture a safe, reflective, responsive, and positive school culture.
AUHSD is committed to meeting the various needs of students. Increasing mental health resources to meet the social and emotional needs of students is a priority. This will be accomplished through additional counselors, psychologists, and social workers. Additionally, providing social emotional learning training for staff to help address these needs.

AUHSD will adopt national counseling standards, provide appropriate professional learning for counselors, and monitor implementation of the counseling program. The continued implementation of grade level counseling and targeted interventions will be essential.

The District will continue to refine methods for students to improve their attendance including Saturday Academy, alternative to suspension options, and well-being activities.

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.

Gilbert Continuation High School

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 supported the site in developing their school plan and CSI plan by implementing a series of feedback opportunities. District wide surveys with disaggregated data by school site were conducted in the summer and early fall to provide useful feedback regarding academic, physical, and emotional needs of students and families. The CSI eligible school incorporated this feedback along with staff input to develop their plans and address underlying issues as well as needs arising from the COVID-19 pandemic.

The school leadership team under the direction of the principal met regularly to address the needs of their school and implement their plan. These processes are supported by District Administrators who meet with the identified site on a regular basis. The school leadership team is further informed by District task forces in the areas of English learners, students with disabilities and foster youth. These task forces

recommend evidence based interventions and best practices for all schools. Each site has a dedicated team for these student groups who works to implement these recommendations and inform the leadership team.

Additionally, the school identified current practices and interventions that showed evidence of meeting student needs. This review of school systems and interventions guided the development of additional interventions and refinement of current interventions for the 2021-22 year. This included the re-design of how students are referred to the continuation site.
No resource inequities were identified at the school level. However, many students lacked the resources to effectively access their learning outside of school. The district is implementing one-to-one Chromebooks in order to address this inequity.

Monitoring and Evaluating Effectiveness

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

District administrators will monitor the implementation of the CSI plan by meeting with the site during the first quarter of the 2022-23 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 site will report out to the District on the progress of the school's English learner action plan and students with disabilities 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 office of Assessment and Accountability, the site will review data points such as grade distributions, credit completion, 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 and how this engagement was considered before finalizing the LCAP.

The LCAP stakeholder input process began with surveys completed by parents, students, staff, and community members. These surveys, completed in February 2022, identified areas of need that were incorporated into the educational partner engagement process.

The engagement process consisted of five meetings that occurred from February to April 2022. Two of the meetings were conducted in focus groups, and the other three meetings were held at-large and included staff, families, students and partner agencies.

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 actions that were related to the State Priority(ies) assigned to their focus group, and each focus group consisted of partners from all groups. Focus group members examined and refined LCAP actions through the lens of the State Priority to which they were assigned. There was also a virtual group for those partners choosing to participate in that manner. This group focused on overall priorities and looked at the LCAP in a more board manner.

Five steering committee meetings were held to oversee the LCAP process, plan engagement meetings, consult with necessary partners, and debrief the findings from the stakeholder engagement meetings. The LCAP Steering Committee was comprised of the Assistant Superintendent of Educational Services, the Chief Academic Officer and representatives from the following groups: directors, coordinators, principals, assistant principals, counselors, curriculum specialists, teachers, classified staff, students, parents, community members, and representatives from four local bargaining units.

Fifteen draft actions were produced as a result of this process. These were considered by all partners and their input established the highest priorities. Additionally, the steering committee reviewed all of these draft actions and indicated whether those needs were already addressed within the LCAP or needed to be added. The draft actions are included below as reference for the feedback provided during the engagement process and are listed in priority order as established by our educational partners.

- More Psychs/ Counselors/SWs will coordinate support services and mental health services, that include trauma informed practices for all youth because such services will improve academic achievement and improve equitable access to mental health on all campuses.
- The District will provide curriculum to educate students on life skills (social skills, financial literacy, sex ed, vocational skills, social emotional health, digital literacy, nutrition, physical health) because all students need to be prepared for life beyond the classroom.
- Teachers will work with a group of students at a ratio of 1:20, so that students receive more individualized instruction that will meet their needs and ensure greater academic success.
- The district will continue the current student-to-teacher ratio and receive professional development that increases student and teacher relationships, decrease student behaviors that impact instruction and student learning, and improve the teacher's ability to know students by name and need

- FACES, counselors, social workers, administrators, and community liaisons will be adequately staffed equitably based on schools by size and need to provide parenting workshops, conduct home visits, and collaborate and coordinate with stakeholders to provide equitable opportunities and resources to maximize the number of families and students who are served.
- College Student Tutors will provide tutoring services at flexible times and in flexible environments for English Learners, Foster Youth and Low Income students to increase graduation and A-G completion rates and promote higher engagement and attendance
- AUHSD school sites will incorporate a periodic district-wide check and connect “homeroom” period for students and staff in the classroom to have a constant flow of engagement and communication of important information regarding parent involvement, school activities, extracurricular, financial aid, community and mental health resources, FAFSA, VAPA, STEM, CTE, civic learning, and college and career readiness programs for all students including EL, low-income, students with disabilities, and foster youth.
- The District will provide a sustainable one-to-one computer initiative to ensure all students have access to computers and internet connect ability during and after the school day.
- The District will create additional custodial capacity which may include hiring additional custodial support, substitute support, and / or create student community service opportunities to provide a clean environment for students and staff and provide a culture of pride and ownership of facilities
- Administrators and Counselors will create a system/program to transition students and parents from 8th to 9th grade for parents of English Learners, Foster Youth and Low Income students to ensure a successful transition that supports higher graduation and A-G rates.
- Social workers, school psychologists, and counselors work with special populations (ex. Foster Youth, McKinney-Vento, plurilingual students, and SWD's) to allow for early identification for possible support and provide intervention to promote equity.
- FACES, community liaisons, social workers, and school counselors will collaborate and coordinate multi-lingual events for all students and caregivers to discuss, understand, and learn to advocate for their academic and mental health needs to ensure access to academic and social-emotional resources.
- FACES, SYS, and staff working with students with disabilities and plurilingual learners will work collaboratively with parents/guardians to increase their involvement and knowledge of frameworks and systems of support for students in these subgroups.
- Teachers and Instructional Aides will develop a curriculum and additional summer programming that supports English Learners who are not progressing on the ELPAC to increase graduation and A-G completion rates.
- In conjunction with teachers, credentialed PPSC staff (Counselors and Social Workers) will address student absenteeism and investment in wellness for all students with a specific focus on Foster Youth and SWD.

District administrators also met separately with the Superintendent's Parent Advisory Committee, District English Learner Advisory Committee (DELAC), student ambassadors, Family and Community Engagement Specialists (FACES), and the Districts’ Opening of School teacher input group. Additionally, the Special Youth Services director consulted with the SELPA administrator to ensure the LCAP addressed any areas of need particular to students with disabilities. This additional input further informed the strategies to be implemented.

A summary of the feedback provided by specific educational partners.

Feedback from the parent LCAP survey indicated that 88% understand graduation requirements and 78% understand the Anaheim Union High School Pledge. While these numbers are relatively high, it indicates there is still a knowledge gap in these two crucial areas.

Feedback from the student LCAP survey indicated that 58% feel a positive connection to their school. 63% know where to get mental health support and 69% are familiar with the Anaheim Union Educational Pledge.

Feedback from teachers during the engagement process indicated a desire to reduce class size.

Feedback from a variety of stakeholder groups, including the DELAC and FACES, indicated a need for additional support staff. These staff included counselors, social workers, and psychologists as well as FACES and community liaisons.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

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

1.1- District leadership and curriculum specialists will develop and implement a professional learning plan that supports teacher leaders, SLTs, SWD Task Force, EL 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 ELs, SWDs, SEDs, McKinney Vento, and Foster Youth to increase A-G eligibility, graduation rates, and college-going rates for all students.

The professional learning plan includes social emotional learning, mindfulness, and self-care activities based on feedback from partners.

1.4- 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.

The District will be implementing one-to-one devices beginning with the 2022-23 year.

1.9- District coordinators along with college and career specialists and work-based learning coordinators will increase work experience and internship opportunities via Anaheim's Innovative Mentoring Experience by focusing on business recruitment and development, seeking funding opportunities, and developing systems for providing student scholarships to ensure students will graduate having explored a variety of potential careers and industries, and will have a postsecondary plan to pursue their career goals.

College and Career Readiness specialists were added to assist with implementation of the Anaheim Union Educational Pledge and ensure students access post-secondary options.

1.10- If we have smaller class sizes, it will allow for more one-on-one engagement with student groups, supporting students in both academics and social emotional learning (SEL).

This action was maintained based on partner feedback.

Goal 2- Provide meaningful educational engagement opportunities for all parents and families to advocate for all students.
2.2- FACES, community school coordinators, community liaisons, and translators will provide language appropriate support and programming to support English learners and their families to ensure access to school and community resources.
Additional support staff, both temporary and permanent, are being added based on stakeholder feedback.

Goal 3- Provide and nurture a safe, reflective, responsive, and positive school culture.
3.2- Staff will implement programs and systems to support the mental, physical, behavioral and emotional health of vulnerable students to reduce student suspensions, improve student learning, and promote well-being.
Additional counselors, social workers and psychologists, both temporary and permanent, are being added based on stakeholder feedback.

3.4- Upgrade facilities and address maintenance needs to provide safe and healthy learning environments for all students.
Upgrades to HVAC systems and outdoor learning spaces are being added based on stakeholder feedback.

Goals and Actions

Goal

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

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.

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%			District- 94% SED- 93% EL- 85% SWD- 77% FY- 83%
A-G Completion	C/O 2020 District- 52.8%	C/O 2021 District- 52%			District- 55% SED- 50% EL- 30% SWD- 18%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	SED- 47.9% EL- 27% SWD- 15.6% FY- 23.3%	SED- 47.7% EL- 25.3% SWD- 15.5% FY- 19.4%			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			District- 47% SED- 43% EL- 18% SWD- 13% FY- 18%
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
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
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
State adopted academic and	100% of academic and content and	100% of academic and content and			100% of academic and content and

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
performance standards are implemented	performance standards are implemented	performance standards are implemented			performance standards are implemented
CAASPP ELA results	46% met or exceeded standard (2018-19)	49% met or exceeded standard (2020-21)			50% met or exceeded standard
CAASPP Math results	28% met or exceeded standard (2018-19)	29% met or exceeded standard (2020-21)			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)			48%
EL reclassification rate	7.3% (2019-20)	6.4% (2021-22)			10%
Percentage of students who pass an AP exam with "3" or higher	66.9% (2019-20)	55% (2020-21)			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- 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)	51% (2021-22)			55%
Access to a broad course of study-	38% (2020-21)	39% (2021-22)			42%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Percentage of students enrolled in CTE courses					
Access to a broad course of study- Percentage of students enrolled in world language courses	44% (2020-21)	44% (2021-22)			48%
Seal of Biliteracy	1100 students earned the seal (Class of 2020)	1303 students earned the seal (Class of 2021)			1500 students
Seal of Civic Engagement	1900 students earned the seal (Class of 2021)	2812 students earned the seal (Class of 2022)			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			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			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	(Class of 2021) 64% of graduates enroll in fall immediately after graduation 41% enroll in 2 year colleges			75% of graduates enroll in fall immediately after graduation 50% enroll in 2 year colleges 25% enroll in 4 year colleges

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	23% enroll in 4 year colleges	23% 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- 95% are committed to implementing the 5 Cs LCAP Student survey- 90% state the 5 Cs are incorporated in their classes
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			Duplicated students Cypress College-2300 Fullerton College-1000 Unduplicated students Cypress College-1500 Fullerton College-800

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Percentage of EL students who score Level 4 on ELPAC	10.94% (2018-19)	9.91% (2020-21)			14%

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, SLTs, SWD Task Force, EL 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 ELs, SWDs, SEDs, McKinney Vento, and Foster Youth to increase A-G eligibility, graduation rates, and college-going rates.	$11,557,124.00	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, EL and SWD to support development of 5 Cs, civic engagement, CPSF, and achievement of literacy and mathematical standards skills to increase student engagement, academic achievement, and post-secondary readiness.	$7,087,581.00	Yes
1.3	Instructional materials	Provide sufficient instructional materials that are aligned with current California State Standards.	$8,000,000.00	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	$6,600,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		sustainable technological resources to ensure low-income students can fully engage in their education, access digital resources and develop post-secondary skills.		
1.5	Broad course of study	District staff and teachers develop and monitor District programs, courses, and extracurricular opportunities for low-income, EL, SWD 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.	$27,155,000.00	Yes
1.6	English learners	Improve placement, instructional practices, and monitoring of multilingual scholars [English Learners (EL)] by increasing scholar 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).	$6,540,000.00	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 gradation and post-secondary goals.	$6,350,000.00	Yes
1.8	Students with disabilities	Improve placement, instructional practices, and monitoring of students with disabilities (SWD) to increase academic and social success.	$1,000,000.00	No
1.9	Post-secondary readiness	District coordinators along with college and career specialists and work-based learning coordinators will increase work experience and internship opportunities via Anaheim's Innovative Mentoring Experience by focusing on business recruitment and development, seeking funding opportunities, and developing systems for providing student scholarships to ensure students will graduate having explored	$2,850,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		a variety of potential careers and industries, and will have a postsecondary plan to pursue their career goals.		
1.10	Reduction of class size	The District will continue current class size reduction targets and offer professional development that increases student and teacher relationships, decreases student behaviors that impact instruction and student learning, and improve the teachers' ability to know students by name and need.	$11,173,000.00	No

Goal Analysis [2021-22]

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 Districts' implementation of professional learning, instructional initiatives and programs, as well as post-secondary readiness. Returning to in-person instruction for the 2021-22 year allowed for expanded implementation of programs and activities that were previously scaled down due to distance learning. Implementation of civic engagement activities, capstone projects, and rollout of the Career Preparedness Systems Framework (CPSF) were all examples of successful implementation of this goal. College and Career Readiness specialists were added to each high school and our college partners continued to support the Districts' efforts to prepare students for post-secondary enrollment.

The impact of COVID-19 on staff attendance combined with staffing and substitute shortages resulted in many aspects of the professional learning plan to be altered, postponed, or cancelled. Teacher reflective learning walks, English learner shadowing, and site level curriculum development were reduced in response to substitute shortages. Additionally, dual enrollment courses remained virtual due to the requirements put in place by our partner institutions.

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 differences in Goal 1 are as follows;

Action 1.1- Estimated actuals exceeded budgeted expenditures due to the inclusion of professional learning costs associated with weekly late start time that was not previously included.

Action 1.2- Estimated actuals exceeded budgeted expenditures due to higher than anticipated staffing costs.

Action 1.3- Estimated actuals were less than budgeted expenditures because adoption of science instructional materials was planned for the 2021-22 year but has been rescheduled for the 2022-23 year.

Action 1.4- Estimated actual expenditures exceeded budgeted expenditures due to the use of federal funds to purchase devices and internet access for students.

Action 1.5- Estimated actual expenditures exceeded budgeted expenditures due to higher than anticipated staffing costs and identification of additional services not previously included.

Action 1.6- Estimated actual expenditures exceeded budgeted expenditures due to higher than anticipated staffing costs.

Action 1.7- Estimated actual expenditures exceeded budgeted expenditures due to higher than anticipated staffing costs.

Action 1.8- Estimated actuals were less than budgeted expenditures because of fewer staff tied to this action.

Action 1.9- Estimated actual expenditures exceeded budgeted expenditures due to higher than anticipated staffing costs.

Action 1.10- Budgeted expenditures included costs for two years of implementation and has been updated to reflect a single year of implementation.

An explanation of how effective the specific actions were in making progress toward the goal.

The actions implemented to support this goal continue to demonstrate efficacy as demonstrated by the associated metrics. The majority of metrics held steady or improved despite the ongoing effects of the COVID-19 pandemic on students, families, and staff. Improvement in the number/percentage of students demonstrating civic engagement, biliteracy, and reduced D/F grades shows that the continued instructional focus on the five Cs (critical thinking, communication, collaboration, creativity, compassion) is effective. Support structures such as access to devices and connectivity, success monitoring for English learners, and AIME experiences helped ensure students were successful in completing courses.

Post-secondary enrollment dropped by 6%, exclusively at the community college level. This area continues to be a focus for the District and college partners.

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.

Action 1.2 has embedded support for improved instruction and the District has reorganized the work of these staff to focus on the development of capstone projects and portfolios at every school site for the 2022-23 year.

Action 1.4 addresses the technological support needed for students and staff. The District will be implementing a one-to-one device program at all sites beginning with the 2022-23 year.

Action 1.6 has embedded support for English Learners including success monitoring taking place at all schools. These practices continue to be refined and improved.

Action 1.9 includes support for students as they transition to post-secondary options. The District added staff to support this action in 2021-22 and continues to refine and improve the work of these additional staff members.

Action 1.10 addresses lowering class sizes and this action was refined to include professional learning for teachers to make best use of these smaller classes.

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.

An explanation of why the LEA has developed this goal.

This goal was developed because the District believes that together we can build the capacity of our community in a welcoming culturally responsive environment that champions trust, cultivates empathy, and empowers family and community engagement for unlimited success of our students. This goal reflects the belief in nurturing everyone's potential and that an assets-based instructional approach focused on our community's strengths will improve outcomes for students, families, and schools.

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- 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 participants in workshops/meetings- 32,000 Total families served via food/care packages- 22,000
Promote parental participation in programs for	Parent Leadership Academy for SWD- 10	Parent participants in NOCE workshops- 0			Parent participants in NOCE workshops- 75

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
individuals with exceptional needs	parents complete from each site	Parent participants in quarterly SYS presentations- 0			Parent participants in quarterly SYS presentations- 100
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% 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
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- 6,500 LCAP Stakeholder engagement participation- 150

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 are available at all schools to ensure families and students can meaningfully engage.	$8,665,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
2.2	FACE support	FACES, community school coordinators, community liaisons, and translators will provide language appropriate support and programming to support English learners and their families to ensure access to school and community resources.	$2,096,000.00	Yes
2.3	Parents of SWD	FACES, community school coordinators, and community liaisons, in partnership with case carriers, program specialists, and psychologists will establish, expand or refine family engagement opportunities for Students With Disabilities (SWD).	$0.00	No

Goal Analysis [2021-22]

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 Districts' commitment to supporting family and community engagement. The impact of COVID-19 on staff attendance combined with staffing and substitute shortages resulted in some programming to be altered or cancelled. Events previously held in person remained remote until March 2022. Also, the District hired additional community liaisons to support school sites. However, these additional staff were pulled from the sites to support the expanded need for contact tracing at the start of the year. Despite these challenges, sites implemented revamped curriculum for parents and families. Sites successfully held parent and family programming including food/care package distributions. The District returned to a vigorous in-person educational partner engagement process for the LCAP with nearly 250 participants including over 100 parents.

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 differences in Goal 2 are as follows;

Action 2.1- Estimated actual expenditures exceeded budgeted expenditures due to higher than anticipated staffing costs and identification of additional services not previously included.

Action 2.2- Estimated actual expenditures were less than budgeted expenditures because this action included the hiring of additional staff to support family and community engagement. Additional staff were hired but due to staffing shortages and turnover, the estimated actual expenditures are lower than the budgeted expenditures.

An explanation of how effective the specific actions were in making progress toward the goal.

The actions implemented to support this goal continue to demonstrate efficacy as demonstrated by the associated metrics. Continued support of the FACES positions at sites and the addition of community liaisons facilitated implementation of parent programming both in-person and virtually. Revamped curriculum provided to parents and families educated and empowered them in a condensed time period. Refocusing the types of data and how these are collected provided important feedback to sites and the District for addressing needs moving forward. The majority of metrics held steady or improved despite the ongoing effects of the COVID-19 pandemic on students, families, and staff.

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.

Two metrics were adjusted for the 2022-23 LCAP year. These adjustments were made to better reflect the type of activities and support being provided to families and the community. These metrics also reflect a more coherent data collection for family and community engagement in the District

Action 2.1- This action includes implementation of community schools. The District will be significantly expanding the implementation of its' community school model after receiving additional state funds.

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.

An explanation of why the LEA has developed this goal.

This goal was created because the District is committed to equity and justice. This goal addresses some of the underlying causes of student disengagement and lack of academic achievement, including behavioral and mental health. Additionally, this goal reflects the belief that modern facilities support improved outcomes for students.

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
Attendance rate	95.2% attendance rate (2019-20)	93.5% attendance rate (2021-22)			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- 8% SED- 8% EL- 10% SWD- 12% FY- 14%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Middle school dropout rate	.003% (2019-20)	.00003% (2020-21)			Less than .5%
High School dropout rate	3.2% (C/O 2020)	2.9% (C/O 2021)			2.5%
Suspension rate	District- 1.9% SED- 1.9% EL- 5% SWD- 3.4% FY- 7.9% Locally calculated for 2019-20	District- N/A SED- N/A EL- N/A SWD- N/A FY- N/A Not applicable for 2020-21 due to distance learning			District- 1.9% SED- 1.9% EL- 3% SWD- 3% FY- 5%
Expulsion rate	Less than .5%	Not applicable for 2020-21 due to distance learning			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- 2020-21	LCAP Student survey- (2021-22) 63% 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- 2000 students

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
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 (2019-20) 70% state they feel safe while at school
Sense of school connectedness	LCAP Student Survey- (2020-21) 57% state they feel connected to their school 73% state they have an adult they can approach	LCAP Student Survey- (2021-22) 58% state they feel connected to their school 56% state they have an adult they can approach			LCAP Student Survey- 65% state they feel connected to their school 85% state they have an adult they can approach

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 issues to ensure EL, Foster youth, SWD are supported to achieve at the highest rates possible.	$5,100,000.00	Yes
3.2	Mental and physical health	Staff will implement programs and systems to support the mental, physical, behavioral and emotional health of vulnerable students to reduce student suspensions, improve student learning, and promote well-being.	$15,936,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
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 graduate and are prepared for post-secondary options.	$3,260,000.00	Yes
3.4	Upgrade facilities	Upgrade facilities and address maintenance needs to provide safe and healthy learning environments for all students.	$46,522,000.00	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.	$275,000.00	Yes

Goal Analysis [2021-22]

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 Districts' commitment to positive and safe environments. The impact of COVID-19 with staffing and substitute shortages resulted in delays in adding additional staff. The District hired additional counselors, social workers and psychologists and the recruitment and retention of these additional staff proved challenging. Some vacancies were unfilled for weeks at a time as there was a shortage of qualified candidates. Additionally, this goal reflects the Districts' intention to use federal stimulus dollars to improve indoor air quality and expand outdoor learning spaces. These projects are currently in the planning phases and will begin implementation in the 2022-23 year.

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 differences in Goal 3 are as follows;

Action 3.1- Estimated actual expenditures are less than budgeted expenditures due to lower than expected staffing costs.

Action 3.2- Estimated actual expenditures exceeded budgeted expenditures because of higher than anticipated staffing costs and identification of additional services not previously included.

Action 3.3- Estimated actual expenditures exceeded budgeted expenditures because of higher than anticipated staffing costs.

Action 3.4- Estimated actual expenditures are less than budgeted expenditures because federal funds were allocated to improve indoor air quality and these projects will begin in 2022-23.

Action 3.5- Estimated actual expenditures are less than budgeted expenditures because associated costs for materials were less than anticipated.

An explanation of how effective the specific actions were in making progress toward the goal.

The actions implemented to support this goal continue to demonstrate efficacy as demonstrated by the associated metrics. Coordination of mental health supports across a variety of staff roles (counselors, psychologists, social workers) lead to improved responses for meeting student need. Implementation of Saturday academy helped recoup attendance but also provided an opportunity for students to improve academically. Providing adequate administrative and counseling staff helped support positive climates and safety despite some of the challenges of returning to in-person schooling. The majority of metrics held steady or improved despite the ongoing effects of the COVID-19 pandemic on students, families, and staff.

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.

No substantive changes were made to this goal. Support for student mental health continues to be a high priority for the District's educational partners.

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.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2022-23]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
$88,834,771	$6,019,587

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
30.19%	1.00%	$2,696,298.00	31.19%

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

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

Goal 1- Action 1-
After assessing the needs, conditions, and circumstances of our low income, English learner, and foster youth students, we identified a gap in outcomes for graduation rate, A-G completion, and college preparedness.

We will implement professional learning which incorporates universal design for learning, effective differentiation, and instructional strategies identified by the EL, SWD, and foster youth task forces. These District task forces have developed these instructional recommendations based on research and established best practices for these unduplicated groups. Additionally, the professional learning plan includes social emotional learning, mindfulness, and self-care. This action is aimed at improving metrics focusing on graduation rate, A-G completion, 5 C implementation, civic engagement, and college readiness.
Goal 1- Action 2-

After assessing the needs, conditions, and circumstances of our low income, English learner, and foster youth students, we identified a gap in outcomes for D/F rates and achievement on state assessments.

A dedicated mathematics curriculum specialist will begin in the 2022-23 year with a responsibility to help improve mathematics instruction. New instructional materials for mathematics were adopted for implementation during the 2021-22 year. The appropriateness of these

materials for English learners was of significant importance to the selection committee. Lead mathematics teachers will collaborate with the curriculum specialist and District administrators to address mathematics instruction and achievement. New courses were added to the high school mathematics course sequence, providing additional options for students to complete their required third year. These actions are targeted at instructional practices, course structures and professional development that will impact the disparity in D and F grades for these student groups.
Goal 1- Action 4-

After assessing the needs, conditions, and circumstances of our low income students, we learned that there are inequities in access to devices and internet connectivity.

Educational Information Technology staff will support access and training for student devices, applications and internet connectivity to ensure low-income students can fully engage in their education, access digital resources and develop post-secondary skills. The District will implement one-to-one devices in 2022-23. This action will put devices and internet in the hands of student who otherwise would not have this access.

Teacher leads will support professional learning at school sites for staff to implement applications to improve student learning outcomes.
Goal 1- Action 5-

After assessing the needs, conditions, and circumstances of our low income, English learner, and foster youth students, we identified a gap in outcomes for graduation rate, A-G completion, and college preparedness.

The full-time VAPA coordinator, CTE program administrator and newly appointed director for Career Preparedness, along with counseling staff, will ensure student access and enrollment in a broad course of study. Student engagement is increased for all students with access to a broad course of study and with staff targeting the increased enrollment of unduplicated groups, there should be growth in these metrics surpassing the overall student population.

Additional staffing to support course offerings will be implemented.
Goal 1- Action 6-

After assessing the needs, conditions, and circumstances of English learner students, we learned that there is a difference in outcomes for graduation rate, A-G completion, and college preparedness.

To address these conditions, a District EL Taskforce develops recommendations for implementation across the District. EL site teams at each school will implement and monitor these recommendations.

Designated ELD courses will maintain low class sizes to ensure teachers and instructional aides can adequately address the needs of these students.

EL success monitoring practices will be implemented at every site. These practices continue to be refined and improved as 2022-23 will be the third year of implementation.
Goal 1- Action 7-

After assessing the needs, conditions, and circumstances of low income and English learner students, we learned that there is a difference in outcomes for graduation rate, A-G completion, D/F rates and college preparedness.

We will provide numerous instructional options for students. While these options are available to all students, students from vulnerable groups are prioritized for placement. We understand that comprehensive sites are not a fit for every student.

Additionally, credit recovery options will be expanded and improved to ensure EL, low income, and foster youth students make progress toward graduation and post-secondary readiness. This expanded access is critical for these groups because they are more likely to encounter barriers to accessing interventions and English learners in particular benefit from credit recovery targeting their unique needs. This action is aimed at improving metrics focusing on graduation rate, A-G completion, and reduced D/F rates.
Goal 1- Action 9-

After assessing the needs, conditions, and circumstances of low income and English learner students, we learned that there is a difference in outcomes for A-G completion, college preparedness, and CTE completion.

AIME staff will expand mentoring opportunities for all students and in the process refine recruitment strategies to ensure low income and English learner students access these opportunities at proportionate rates.

College and Career Readiness specialists will be added to assist with implementation of the Anaheim Union Educational Pledge and ensure students have support in becoming eligible and college and accessing post-secondary options. These positions will help first time college attendees, many of our low income and English learners, acquire the necessary college knowledge to successfully transition. This action is aimed at improving metrics focusing on college and career readiness, post-secondary enrollment, implementation of the 5 Cs, and dual enrollment completion.
Goal 2- Action 1-

After assessing the needs, conditions, and circumstances of low income and English learner students, we learned that nearly 20% of families lack understanding of the graduation requirements and benefits of the Anaheim Union Educational Pledge.

To address these conditions, District staff will update and improve mass messaging platforms, district and school websites, and social media usage. Promotional materials for the Pledge will also be updated and improved, including translation in different languages to ensure families are adequately informed. Availability of these materials in a variety of formats and languages addressed the unique needs of these parents and their students.
Goal 2- Action 2-

After assessing the needs, conditions, and circumstances of low income and English learner students and their families, we learned that nearly 30% of families need support with food, housing assistance, mental health, and other basic needs.

To address these conditions, FACES, community liaisons, and community school coordinators will coordinate family and community engagement events to address these needs. These staff will serve as direct contact for families in need, including homeless families, to ensure students and families have access to resources and are referred to appropriate services.
Goal 3- Action 1-

After assessing the needs, conditions, and circumstances of low income, English learner, and foster youth students, we learned that there is a difference in outcomes for chronic absenteeism and graduation rate.

To address these conditions, a program administrator for attendance will strengthen the attendance systems and interventions for all students. These improvements will be implemented district wide with additional supports for student groups. These supports include targeted

Saturday academy and outreach efforts for these groups, including English learners. Site administrators will monitor chronic absenteeism for these groups through site teams focused on improving outcomes for low income, English learner, and foster youth students.

Goal 3- Action 2-

After assessing the needs, conditions, and circumstances of our low income, English learner, and foster youth students, we learned that there is a difference in outcomes for graduation rate, A-G completion, and college preparedness. There is also a disparity in ability to access counseling and mental health services.

The District will use a tiered approach to supporting social and emotional well-being. All students will be supported through promoting well-being. This includes mindfulness practices incorporated into classrooms, classroom presentations by counselors and social workers. A mental health screening tool will be used with all 9th grade students.

Some students will be supported through a process of recognizing psychosocial issues early and responding accordingly based on one's role. Instructional staff, including teachers and aides will be trained to identify certain needs and make referrals to targeted site staff. Counselors, social workers, and psychologists will assist students experiencing mild issues with practices including group meetings, short-term counseling and referral to services. This level of support is critical for low income students who lack the resources to access their services on their own.

A small group of students will be supported with direct intervention for behavioral problems or mental illness. Additional counselors, social workers and psychologists, both temporary and permanent, are being added to support these needs.

This action is aimed at improving metrics focusing on students receiving direct services, student knowledge of mental health resources, and a sense of school connectedness and safety.

Goal 3- Action 3-

After assessing the needs, conditions, and circumstances of our low income, English learner, and foster youth students, we learned that there is a difference in outcomes for graduation rate, A-G completion, and college preparedness. There is also a disparity in ability to access counseling and mental health services.

Additional counselors, social workers and psychologists, both temporary and permanent, are being added to support these needs. Placement of these staff will focus on high needs schools, including alternative and continuation sites. The placement of additional counseling staff at these sites will ensure intervention and monitoring of EL, SWD, and foster youth task force procedures and recommendations which are designed to improve outcomes for these groups.

Goal 3- Action 4-

After assessing the needs of our low-income students, they provided feedback regarding the cleanliness of their school sites.

Providing and maintaining adequate custodian and facilities staff allows the District to meet the needs identified by the students.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Services are being improved for low income, English learner and foster youth students through the following activities and actions;
Implement professional learning which incorporates universal design for learning, effective differentiation, and instructional strategies identified by the EL, SWD, and foster youth task force. Additionally, the professional learning plan includes social emotional learning, mindfulness, and self-care.
Teacher leads will support professional learning at school sites for staff to implement applications to improve student learning outcomes.
CTE program administrator along with counseling staff, will ensure student access and enrollment in a broad course of study.
Actions included within Goal 1, Action 6 target specifically the needs of English learners and provide additional resources for this group of students compared to services for all students. This includes District EL Taskforce recommendations for implementation across the District. EL site teams at each school will implement and monitor these recommendations.
AIME staff will expand mentoring opportunities for all students and in the process refine recruitment strategies to ensure low income and English learner students access these opportunities at proportionate rates.
District staff will update and improve mass messaging platforms, district and school websites, and social media usage. Promotional materials for the Pledge will also be updated and improved, including translation in different languages to ensure families are adequately informed.
FACES, community liaisons, and community school coordinators will coordinate family and community engagement events to address these needs. These staff will serve as direct contact for families in need, including homeless families, to ensure students and families have access to resources and are referred to appropriate services.
A program administrator for attendance will strengthen the attendance systems and interventions for all students. These improvements will be implemented district wide with additional supports for student groups. These supports include targeted Saturday academy and outreach efforts for these groups. Site administrators will monitor chronic absenteeism for these groups through site teams focused on improving outcomes for low income, English learner, and foster youth students.
Mental health supports include mindfulness practices incorporated into classrooms and classroom presentations by counselors and social workers.
Actions included within Goal 3, Action 5 specifically support the needs of foster youth. These improved services include District taskforce recommendations for this group of students such as providing workshops for caregivers, facilitating intake meetings, and regular follow-up by a social worker, counselor and administrator.

Services are being increased for low income, English learner and foster youth students through the following activities and actions;
A dedicated mathematics curriculum specialist will begin in the 2022-23 year with a responsibility to help improve mathematics instruction. New instructional materials for mathematics were adopted for implementation during the 2021-22 year. The appropriateness of these materials for English learners was of significant importance to the selection committee. Lead mathematics teachers will collaborate with the curriculum specialist and District administrators to address mathematics instruction and achievement. New courses were added to the high school mathematics course sequence, providing additional options for students to complete their required third year.
A one-to-one device program will be implemented. Educational Information Technology staff will support access and training for student devices, applications and internet connectivity to ensure low-income students can fully engage in their education, access digital resources and develop post-secondary skills.
A full-time VAPA coordinator and newly appointed director for Career Preparedness will ensure student access and enrollment in a broad course of study. Additional staffing to support course offerings will be implemented.
Actions included within Goal 1, Action 6 target specifically the needs of English learners and provide additional resources for this group of students compared to services for all students. These actions includes additional funds to support EL success monitoring at every site. Designated ELD courses will maintain low class sizes to ensure teachers and instructional aides can adequately address the needs of these students.
Credit recovery options will be expanded and improved to ensure EL, low income, and foster youth students make progress toward graduation and post-secondary readiness.
College and Career Readiness specialists will be added to assist with implementation of the Anaheim Union Educational Pledge and ensure students have support in becoming eligible and college and accessing post-secondary options.

Additional FACES, community liaisons, and community school coordinators will be hired to further support families in need.
Additional counselors, social workers and psychologists, both temporary and permanent, are being added to support social emotional and mental health needs. A mental health screening tool will be used with all 7th and 9th grade students.

Actions included within Goal 3, Action 5 specifically support the needs of foster youth. These increased services include additional academic supports, transportation support and assignment to a District social worker.

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 counselors, social workers, school psychologists, custodians and facilities workers, bilingual office staff, and family and community engagement specialists at sites as declining enrollment continues to impact the District. This funding will also be used to support college and career readiness specialists at District high schools.

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	1 staff per 44.8 students	1 staff per 30.8 students
Staff-to-student ratio of certificated staff providing direct services to students	1 staff per 23.5 students	1 staff per 20 students

2022-23 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$93,981,705.00	$6,630,000.00	$324,000.00	$69,231,000.00	$170,166,705.00	$107,411,705.00	$62,755,000.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	Professional learning plan	English Learners Foster Youth Low Income	$9,952,124.00	$120,000.00		$1,485,000.00	$11,557,124.00
1	1.2	Effective instruction	English Learners Low Income	$5,687,581.00			$1,400,000.00	$7,087,581.00
1	1.3	Instructional materials	All	$6,000,000.00	$2,000,000.00			$8,000,000.00
1	1.4	Technological resources	Low Income	$6,600,000.00				$6,600,000.00
1	1.5	Broad course of study	English Learners Low Income	$27,155,000.00				$27,155,000.00
1	1.6	English learners	English Learners	$5,260,000.00			$1,280,000.00	$6,540,000.00
1	1.7	Instructional options	English Learners Low Income	$6,150,000.00			$200,000.00	$6,350,000.00
1	1.8	Students with disabilities	Students with Disabilities	$1,000,000.00				$1,000,000.00
1	1.9	Post-secondary readiness	Low Income	$2,195,000.00			$655,000.00	$2,850,000.00
1	1.10	Reduction of class size	All				$11,173,000.00	$11,173,000.00
2	2.1	Increase parent engagement	Low Income	$3,880,000.00	$4,510,000.00	$190,000.00	$85,000.00	$8,665,000.00
2	2.2	FACE support	English Learners Low Income	$530,000.00			$1,566,000.00	$2,096,000.00
2	2.3	Parents of SWD	Students with Disabilities					$0.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
3	3.1	Improve attendance	English Learners Foster Youth	$5,100,000.00				$5,100,000.00
3	3.2	Mental and physical health	English Learners Foster Youth Low Income	$10,415,000.00		$134,000.00	$5,387,000.00	$15,936,000.00
3	3.3	Counseling support	English Learners Foster Youth Low Income	$3,260,000.00				$3,260,000.00
3	3.4	Upgrade facilities	All	$522,000.00			$46,000,000.00	$46,522,000.00
3	3.5	Foster youth support	Foster Youth	$275,000.00				$275,000.00

2022-23 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
$294,223,070	$88,834,771	30.19%	1.00%	31.19%	$86,459,705.00	0.00%	29.39 %	**Total:**	$86,459,705.00
								LEA-wide Total:	$86,184,705.00
								Limited Total:	$275,000.00
								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	$9,952,124.00	
1	**1.2**	Effective instruction	Yes	LEA-wide	English Learners Low Income	All Schools	$5,687,581.00	
1	**1.4**	Technological resources	Yes	LEA-wide	Low Income	All Schools	$6,600,000.00	
1	**1.5**	Broad course of study	Yes	LEA-wide	English Learners Low Income	All Schools	$27,155,000.00	
1	**1.6**	English learners	Yes	LEA-wide	English Learners	All Schools	$5,260,000.00	
1	**1.7**	Instructional options	Yes	LEA-wide	English Learners Low Income	All Schools	$6,150,000.00	
1	**1.9**	Post-secondary readiness	Yes	LEA-wide	Low Income	All Schools	$2,195,000.00	
2	**2.1**	Increase parent engagement	Yes	LEA-wide	Low Income	All Schools	$3,880,000.00	

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	2.2	FACE support	Yes	LEA-wide	English Learners Low Income	All Schools	$530,000.00	
3	3.1	Improve attendance	Yes	LEA-wide	English Learners Foster Youth	All Schools	$5,100,000.00	
3	3.2	Mental and physical health	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$10,415,000.00	
3	3.3	Counseling support	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	$3,260,000.00	
3	3.5	Foster youth support	Yes	Limited to Unduplicated Student Group(s)	Foster Youth	All Schools	$275,000.00	

2021-22 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	$157,066,751.00	$113,585,733.00

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	$8,767,500.00	$10,631,883
1	**1.2**	Effective instruction	Yes	$4,865,000.00	$5,511,461
1	**1.3**	Instructional materials	No	$7,353,000.00	$2,132,300
1	**1.4**	Technological resources	Yes	$6,391,166.00	$14,061,623
1	**1.5**	Broad course of study	Yes	$21,034,090.00	$27,079,280
1	**1.6**	English learners	Yes	$5,898,000.00	$6,107,507
1	**1.7**	Instructional options	Yes	$6,194,300.00	$6,347,726
1	**1.8**	Students with disabilities	No	$1,600,000.00	$979,257
1	**1.9**	Post-secondary readiness	Yes	$1,863,000.00	$2,145,210
1	**1.10**	Reduction of class size	No	$22,600,000.00	$11,172,080

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	**2.1**	Increase parent engagement	Yes	$500,000.00	$4,147,824
2	**2.2**	FACE support	Yes	$4,621,617.00	$2,080,861
2	**2.3**	Parents of SWD	No	$0.00	0
3	**3.1**	Improve attendance	Yes	$5,758,606.00	$4,971,466
3	**3.2**	Mental and physical health	Yes	$10,097,472.00	$11,801,129
3	**3.3**	Counseling support	Yes	$2,900,000.00	$3,690,956
3	**3.4**	Upgrade facilities	No	$46,383,000.00	$520,477
3	**3.5**	Foster youth support	Yes	$240,000.00	$204,693

2021-22 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)
$80,711,711.00	$66,062,751.00	$78,015,413.00	($11,952,662.00)	0.00%	0.00%	0.00%

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)
1	1.1	Professional learning plan	Yes	$6,918,500.00	$9,162,124		
1	1.2	Effective instruction	Yes	$3,350,000.00	$4,178,581		
1	1.4	Technological resources	Yes	$6,391,166.00	$5,207,363		
1	1.5	Broad course of study	Yes	$20,249,090.00	$27,079,280		
1	1.6	English learners	Yes	$5,050,000.00	$4,859,373		
1	1.7	Instructional options	Yes	$5,967,300.00	$6,347,726		
1	1.9	Post-secondary readiness	Yes	$1,513,000.00	$1,493,112		
2	2.1	Increase parent engagement	Yes	$500,000.00	$3,876,431		
2	2.2	FACE support	Yes	$1,951,617.00	$529,742		
3	3.1	Improve attendance	Yes	$5,758,606.00	$4,971,466		
3	3.2	Mental and physical health	Yes	$5,273,472.00	$6,414,566		
3	3.3	Counseling support	Yes	$2,900,000.00	$3,690,956		

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	$240,000.00	$204,693		

2021-22 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)
$270,182,853	$80,711,711.00	0	29.87%	$78,015,413.00	0.00%	28.88%	$2,696,298.00	1.00%

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 (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 aspects of the LCAP template 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, 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]).

    - Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).

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 should: (a) reflect comprehensive strategic planning (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 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

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 California School Dashboard (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 that the LEA believes, based on input gathered from educational partners, research, and experience, 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 itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each 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 provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – 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, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

Reflections: Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the "Red" or "Orange" performance category or any local indicator where the LEA received a "Not Met" or "Not Met for Two or More Years" rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the "all student*"* performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

LCAP Highlights – Identify and briefly summarize the key features of this year's LCAP.

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

- **Schools Identified**: Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools**: Describe how the LEA 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**: 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, 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 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.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. 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.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. 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 and actions.

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 following web page of the CDE's website: https://www.cde.ca.gov/re/lc/.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

Local Control and Accountability Plan:
For county offices of education and school districts only, verify the LEA:

a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.

b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.

d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.

e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: "A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP."

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA 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.

Prompt 2: "A summary of the feedback provided by specific educational partners."

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

Prompt 3: "A description of the aspects of the LCAP that were influenced by specific input from educational partners."

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. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. 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. For the purposes of this prompt, "aspects" of an LCAP that may have been influenced by educational partner input can include, but are 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 desired 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 services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination 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 should 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 should 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.

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.

- 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.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)
Goal 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.

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.

Broad Goal
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.

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
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.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Required Goals
In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at https://www.cde.ca.gov/fg/aa/lc/.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA's eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.

- **Explanation of why the LEA has developed this goal**: Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at https://www.cde.ca.gov/fg/aa/lc/.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.

- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.

- **Explanation of why the LEA has developed this goal**: Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

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 are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this 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 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (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. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric**: Indicate how progress is being measured using a metric.
- **Baseline**: Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome**: When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome**: When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome**: When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24**: When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

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)
Enter information in this box when completing the LCAP for **2021–22**.	Enter information in this box when completing the LCAP for **2021–22**.	Enter information in this box when completing the LCAP for **2022–23**. Leave blank until then.	Enter information in this box when completing the LCAP for **2023–24**. Leave blank until then.	Enter information in this box when completing the LCAP for **2024–25**. Leave blank until then.	Enter information in this box when completing the LCAP for **2021–22** or when adding a new metric.

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 self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase 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 action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

> ***Actions for English Learners:*** School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.
>
> ***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.

Goal Analysis:

Enter the LCAP Year.

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.

- 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.

- 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.

- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. 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.

- 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.

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 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.

Requirements and Instructions

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 low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): 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 LEAs 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:

For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 *CCR* Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA's goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated 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 increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

> After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])
>
> In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])
>
> These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55 percent: For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55 percent: For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40 percent or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Consistent with the requirements of 5 *CCR* Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any 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. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

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 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 Data Entry 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 Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry 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 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry 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 of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 *CCR* Section 15496(a)(8).

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive 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; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- 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.
- **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 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 Service 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 the LEA estimates it will actually receive based on of 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 LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 *CCR* Section 15496(a)(8).

- **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 + 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
January 2022

EXHIBIT D

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

APPROVAL OF COMMITTED FUND BALANCE (GENERAL FUND)

RESOLUTION NO. 2021/22-B-22

June 16, 2022

On the motion of Trustee _____ duly seconded and carried, 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:

Purpose	Estimated Amount
PERS Increase	$87,172
Benefits for Classified Summer Assistance	$304,170
STRS Increase	$373,182
Reserve for CNG Fueling Station	$500,000
School Site Carryover	$1,061,770
ELD Textbook Adoption 23-24	$2,000,000
Reserve for Bus Leasing	$2,358,000
Technology Setaside	$4,800,000
Supplemental/Concentration Carryover	$5,071,364
Math Textbook Adoption 23-24	$8,000,000
Science Textbook Adoption 22-23	$9,000,000

Facilities Projects Escalation	$15,000,000
Additional 3% Reserve	$16,441,709
Facilities Projects (Cook Aud, Mag Pool, Kat Pool)	$34,000,000
TOTAL:	**$98,997,367**

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 2022-23 no later than September 15, 2023.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on June 16, 2022 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 16th day of June 2022, 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 16th day of June 2022.

_____
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. 2021/22-B-23

June 16, 2022

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 16, 2022, 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 16th day of June 2022, 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 16th day of June 2022.

_____
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. 2021/22-B-23

June 16, 2022

Schedule of Adjustments

Budgetary Account Number	Income Source	Amount
8010-8099	Local Control/Property Tax	$ (4,414,646.00)
8100-8299	Federal Revenues	(18,067,150.00)
8300-8599	Other State Revenues	3,918,589.00
8600-8799	Other Local Revenues	111,646.00
8930-8979	Other Sources/Uses	-
	Increase (Decrease) to Revenue	$ (18,451,561.00)
	Expenditure	
1000-1999	Certificated Salaries	$ (8,373,457.00)
2000-2999	Classified Salaries	(5,704,907.00)
3000-3999	Employee Benefits	4,038,957.00
4000-4999	Books and Supplies	(27,095,929.00)
5000-5999	Services, Other Operating	3,719,539.00
6000-6999	Capital Outlay	(166,805.00)
7100-7499	Other Outgo	(4,147,160.00)
7600-7629	Transfers In/Out	-
	Increase (Decrease) to Expenditures	$ (37,729,762.00)
	Fund Balance Accounts	
9712	Nonspendable Stores	$ -
9713	Prepaid Expenditures	-
9740	Restricted	3,750,359.00
9780	Other Assignments	71,485,390.00
9789	Reserve for Economic Uncertainties	(1,131,892.00)
9790	Unappropriated Fund Balance	(54,825,656.00)
	Beginning Fund Balance Adjustment	-
	Increase (Decrease) to Fund Balance	$ 19,278,201.00

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

ADJUSTMENTS TO INCOME AND EXPENDITURES (VARIOUS FUNDS)

RESOLUTION NO. 2021/22-B-24

June 16, 2022

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 16, 2022, 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 16th day of June 2022, 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 16th day of June 2022.

_____
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 (VARIOUS FUNDS)

RESOLUTION NO. 2021/22-B-24

June 16, 2022

Schedule of Adjustments

Object Code and Description	DEFERRED MAINT FUND	GO BOND 2014 SERIES 2015	GO BOND 2014 SERIES 2018	GO BOND 2014 SERIES 2019	CAPITAL FACILITIES FUND	CAPITAL FACILITIES AGENCY RDA	COUNTY SCHOOL FACILITIES	SELF-INSURANCE HEALTH AND WELFARE	SPECIAL RESERVE	SPECIAL RESERVE 2017 COP PROJECTS
	FUND DESCRIPTION									
8000 - ALL REVENUE SOURCES	$ 1,000.00	$ -	$ 13,138.00	$ (58,720.00)	$ 780,234.00	$ 209,631.00	$ 12,692.00	$ 4,300,000.00	(6,834.00)	$ (4,440.00)
1000 - CERTIFICATED SALARIES					-	-	-		-	
2000 - CLASSIFIED SALARIES		-	-	12,553.00	1,300.00	-	-		-	-
3000 - EMPLOYEE BENEFITS		-	-	4,215.00	438.00	-	-		-	-
4000 - BOOKS AND SUPPLIES	-	-	-	(411,230.00)	395,750.00	-	-	4,300,000.00	-	
5000 - SVCS & OTHER OPER EXP	400.00	-	(5,900.00)		19,170.00	-	1,516.00	-	(32,838.00)	-
6000 - CAPITAL OUTLAY	(3,491,480.00)	-	41,134.00	(34,834,162.00)	(4,377,088.00)	(8,545,395.00)	-		-	(5,901,619.00)
7000 - OTHER OUTGO	-	31.00	1,248.00	-	-	(3.00)	-	-	-	2,136,031.00
INCREASE (DECREASE) TO EXPENDITURES	(3,491,080.00)	31.00	36,482.00	(35,228,624.00)	(3,960,430.00)	(8,545,398.00)	1,516.00	4,300,000.00	(32,838.00)	(3,765,588.00)
FUND BALANCE INCREASE (DECREASE)	$ 3,492,080.00	$ (31.00)	$ (23,344.00)	$ 35,169,904.00	$ 4,740,664.00	$ 8,755,029.00	$ 11,176.00	$ -	$ 26,004.00	$ 3,761,148.00

EXHIBIT G

2022-23 Proposed Budget, is included as a separate attachment.

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

EDUCATION PROTECTION ACCOUNT 2022-2023

RESOLUTION NO. 2021/22-B-25

June 16, 2022

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 16th day of June 2022, 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 16th day of June 2022, 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 16th day of June 2022.

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

Anaheim Union High School District
2020-22 Education Protection Account
Program by Resource Report
Expenditures by Function - Detail

Expenditures through: June 30, 2022
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	49,357,233.00
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		49,357,233.00
EXPENDITURES AND OTHER FINANCING USES		
(Functions 1000-9999)	**Function Codes**	
Instruction	1000-1999	49,357,233.00
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		49,357,233.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

Note to user:
Specific cells in column C have been protected so that you can't enter data. The "Amount" column is protected for the following revenues: Federal Revenue, Other State Revenue, Other Local Revenue, and All Other Financing Sources and Contributions.
The "Amount" column is protected for the following expenditure functions: 2100-2150, 2200, 2700, 6000-6999, and 7000-7999.

EXHIBIT I

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

AUTHORIZATION OF APPROVAL OF VENDOR CLAIMS AND/OR ORDERS

RESOLUTION NO. 2021/22-B-26

June 16, 2022

I, Brian O'Neal, clerk of the Board of Trustees of the Anaheim Union High School District of Orange County, California, hereby certify that the said Board at a regular meeting thereof, held on the 16th day of June 2022, adopted by a majority vote of said Board, a resolution that the following named persons be authorized to approve vendor payments electronically, effective the 16th day of June 2022; and that all previous authorizations for approval are rescinded. This resolution further states that when the authorization is exercised, the claims and orders have been ordered paid by said Board, and have processed pursuant to the provisions of Education Code Sections 42630-34/85230-34.

Name Types	Signature
Nancy C. Nien	_____
Karen Orr	_____
Joseph Carmona	_____
Ester Yanez	_____

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of June 2022.

_____
Brian O'Neal
Clerk, Board of Trustees

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 16th day of June, 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 16th day of June.

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

EXHIBIT J

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

SIGNATURE AUTHORIZATION

RESOLUTION NO. 2021/22-B-27

June 16, 2022

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

WHEREAS, it is necessary to authorize certain offices of the Anaheim Union High School District to sign District documents in order to conduct the business of the District; and

WHEREAS, legal and county requirements are that said signatures be duly adopted and recorded.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Anaheim Union High School District hereby authorizes the following named persons of the Anaheim Union High School District to sign the documents as indicated.

See Next Page

Resolution No. 2021/22-B-27 Signature Authorization	**Federal/State/ County Documents**	**Contracts & Agreements**	**Inter-District Agreements**	**Purchase & Bid Documents**	**Personnel Documents/Contracts**	**Payroll Documents**	**Check/Savings**	**"B" Warrants/Accounts Payable Batches**	**Warrant Registers**	**Travel Reimbursements**
Michael Matsuda, Superintendent	X	X	X	X	X	X	X	X	X	X
Michael Matsuda, Superintendent (Facsimile)	X							X	X	
Nancy C. Nien, Ph.D., Assistant Superintendent, Business	X	X	X	X	X	X	X	X	X	X
Nancy C. Nien, Ph.D., Assistant Superintendent, Business (Facsimile)	X							X	X	
Jaron Fried, Ed.D., Assistant Superintendent, Education	X	X	X		X	X	X			X
Brad Jackson, Assistant Superintendent, Human Resources	X	X			X	X	X			X
Brandon Tietze, Executive Director, Human Resources, Classified	X				X	X				
Scott Jensen, Director, Human Resources Certificated	X				X	X				
Celeste Krueger, Director, Human Resources Certificated	X				X	X				
Karen Orr, Executive Director, Business Services	X							X	X	
Amie Maya, Director, Special Youth Services		X	X							
Joseph Carmona, Controller						X		X	X	
Ester Yanez, Accounting Manager						X		X	X	
Brad Minami, Director, Purchasing and Central Services		X		X						
Orlando Griego, Director, Food Services	X						X			
Jody Pietranowicz, Payroll Manager						X				

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Anaheim Union High School District this 16th day of June 2022, by the following 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, 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 the 16th day of June, and passed by a roll call vote of the members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 16th day of June 2022.

_____
Michael B. Matsuda
Superintendent and
Secretary to the Board of Trustees
Anaheim Union High School District

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

EXHIBIT K

California Schools Healthy Air, Plumbing, and Efficiency Program
Governing Body Resolution

RESOLUTION NO. 2021/22-B-28

June 16, 2022

Resolution of
Anaheim Union High School District
Name of Local Educational Agency

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

WHEREAS, the California Energy Commission's California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to fund the assessment, maintenance, and repair of ventilation systems, installation of carbon dioxide monitors, and replacement of noncompliant plumbing fixtures and appliances;

NOW THEREFORE, BE IT RESOLVED, that the Board of Trustees authorizes the Anaheim Union High School District to apply for a grant from the California Energy Commission to implement a CalSHAPE Program project.

BE IT ALSO RESOLVED, that in compliance with the California Environmental Quality Act (CEQA), the Board of Trustees find that the activity funded by the grant is
(Please Select One)

■ not a project because Assessment and Maintenance Work, HVAC filters, and Installation of Carbon Dioxide Monitors do not have an adverse impact on the environment.

OR

☐ a project that is exempt under _____ because

_____

_____

OR

☐ a project and _

_____ document was prepared.

NOW, THEREFORE, **BE IT RESOLVED,** that if recommended for funding by the California Energy Commission, the Board of Trustees authorizes Anaheim Union High School to accept a grant up to $268,650 and accept all grant agreement terms and conditions.

BE IT FURTHER RESOLVED, that Michael B. Matsuda,
Name of Designated LEA Official or Staff

and Nancy C, Nien are hereby authorized and empowered to
Name of Designated LEA Official or Staff

execute in the name of the Anaheim Union High School District all necessary documents to implement and carry out the purpose of this resolution, and to undertake all actions necessary toundertake and complete the energy efficiency projects.

Passed, Approved and Adopted this 16th day of June, 2022.
Month *Year*

Governing Body Representatives:

Al Jabbar, President
Brian O'Neal, Clerk
Katherine H. Smith, Assistant Clerk
Annemarie Randle-Trejo, Member
Anna L. Piercy, Member

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on June 16, 2022, 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 16th day of June 2022, 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 16th day of June 2022.

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

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

EXHIBIT L

California Schools Healthy Air, Plumbing, and Efficiency Program
Governing Body Resolution

RESOLUTION NO. 2021/22-B-29

June 16, 2022

Resolution of
Anaheim Union High School District
Name of Local Educational Agency

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

WHEREAS, the California Energy Commission's California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to fund the assessment, maintenance, and repair of ventilation systems, installation of carbon dioxide monitors, and replacement of noncompliant plumbing fixtures and appliances;

NOW THEREFORE, BE IT RESOLVED, that the Board of Trustees authorizes the Anaheim Union High School District to apply for a grant from the California Energy Commission to implement a CalSHAPE Program project.

BE IT ALSO RESOLVED, that in compliance with the California Environmental Quality Act (CEQA), the Board of Trustees find that the activity funded by the grant is
(Please Select One)

■ not a project because Assessment and Maintenance Work, HVAC Filters, and Installation of Carbon Dioxide Monitors do not have an adverse impact on the environment.

OR

☐ a project that is exempt under _____ because

_____

_____

OR

☐ a project and _

_____ document was prepared.

NOW, THEREFORE, **BE IT RESOLVED,** that if recommended for funding by the California Energy Commission, the Board of Trustees authorizes Anaheim Union High School to accept a grant up to $2,715,638.36 and accept all grant agreement terms and conditions.

BE IT FURTHER RESOLVED, that Michael B. Matsuda,
Name of Designated LEA Official or Staff

and Nancy C, Nien are hereby authorized and empowered to
Name of Designated LEA Official or Staff

execute in the name of the Anaheim Union High School District all necessary documents to implement and carry out the purpose of this resolution, and to undertake all actions necessary toundertake and complete the energy efficiency projects.

Passed, Approved and Adopted this 16th day of June, 2022.
Month *Year*

Governing Body Representatives:

Al Jabbar, President
Brian O'Neal, Clerk
Katherine H. Smith, Assistant Clerk
Annemarie Randle-Trejo, Member
Anna L. Piercy, Member

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on June 16, 2022, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
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) 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 16th day of June 2022, 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 16th day of June 2022.

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

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

RESOLUTION FOR PROCUREMENT OF VARIOUS TECHNOLOGY, RELATED EQUIPMENT, SOFTWARE, AND SERVICES FOR A MANAGED PRINT SOLUTION

RESOLUTION NO. 2021/22-B-30

June 16, 2022

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

WHEREAS, the Board of Trustees of the Anaheim Union High School District ("District") intends on expending funds to procure technology related equipment, software, and other related electronic equipment, apparatus and services throughout the District as it relates to a managed print solution; and

WHEREAS, due to the highly specialized and unique nature of technology, telecommunications, related equipment, software, and services, and due to the fact that such services, products and materials of such nature are undergoing rapid technological changes, and in order to allow for the introduction of new technological changes into the operations, it is in the District's best interest to procure various video surveillance systems, software and other related electronic equipment and apparatus and services in accordance with Public Contract Code Section 20118.2; and

WHEREAS, Public Contract Code Section 20118.2 further states that it is in the District's best interest to consider, in addition to price, factors such as vendor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, the broadest possible range of competing products and materials available, fitness of purchase, manufacturer's warranties, and similar factors in the award of contracts for technology, telecommunications, related equipment, software, and services; and

WHEREAS, the District intends on procuring various technology related equipment, including multifunction copy/print/scan hardware, service, and supplies; device management and usage tracking software; printer/multifunction printer hardware, service, and supplies; and production hardware, service, and supplies, and other related electronic equipment, apparatus and services throughout the District as it is related to a managed print solution (collectively, "Managed Print Solution"); and

WHEREAS, the District finds that the Managed Print Solution being procured by the District are not available in substantial quantities to the general public, and therefore, qualifies for procurement pursuant to Public Contract Code Section 20118.2; and

WHEREAS, in accordance with Public Contract Code Section 20118.2(d), the District issued Request for Proposal (RFP) 2022-18 Districtwide Copy/Print Services for the procurement of the Managed Print Solution which included, the following.

1. An RFP was prepared and submitted to an adequate number of qualified sources, as determined by the District, to permit reasonable competition consistent with the nature and requirement of the procurement.

2. Notice of the RFP was published at least twice in a newspaper of general

circulation, at least ten days before the date for receipt of the proposals.

3. The District made every effort to generate the maximum feasible number of proposals from qualified sources.

4. The RFP evaluations were conducted as a two-phase process; (a) a paper screening and (b) a presentation to a committee, through which significant evaluation factors and their relative importance were identified and used for both phases including 1) price, being the highest value; 2) level of service response, 3) implementation, 4) supplies management, 5) equipment and software configuration, and 6) overall ability to meet the District's needs.

5. The following number of responses were received eight responses for Category A; six responses for Category B; and seven responses for Category C.

6. A committee comprised of administrators, senior administrative assistants, teachers, site technicians, network administrators, and graphic arts staff participated in the second phase of the evaluation process and spent approximately two days observing presentations, asking questions, evaluating, and determining the solution that best fit the requirements of the District using the criteria established above.

7. The committee utilized a point value for each of the six criteria in phase two by category and the following obtained the highest point values (10 highest).

   a) Category A - Copier/MFD Hardware/Software/Service:
   SEMA, LLC dba CBE Office Solutions (CA); Score: 8.89

   b) Category B - Printer Hardware/Service/Supplies:
   360DTII LLC; Score: 7.67

   c) Category C - Production Hardware/Service:
   SEMA, LLC dba CBE Office Solutions (CA); Score: 10

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

Section 1. That the above recitals are all true and correct.

Section 2. That the District hereby finds that 360DTII LLC obtained the most point (7.67) and was deemed the most qualified bidder whose proposal met all the critical evaluation factors in phase two of the evaluation process for Category B.

Section 3. That the District hereby finds that SEMA, LLC dba CBE Office Solutions (CA) obtained the most point (10) and was deemed the most qualified bidder whose proposal met all the critical evaluation factors in phase two of the evaluation process for Category C.

Section 4. That the District hereby finds that even though SEMA, LLC dba CBE Office Solutions (CA) had the second lowest price, SEMA, LLC dba CBE

Office Solutions (CA) obtained the most points (8.89), and was deemed the most qualified bidder whose proposal met all the critical evaluation factors in phase two of the evaluation process for Category A.

Section 5. Public Contract Code Section 20118.2 allowed the District to consider key factors other than just price in determining the award due to the highly specialized requirement of the Video Surveillance System.

Section 6. That the Board of Trustees awards RFP 2022-18 Districtwide Copy/Print Services based on the two-phase evaluation process set forth above to:

a. Category A: SEMA, LLC dba CBE Office Solutions (CA)
b. Category B: 360DTII LLC
c. Category C: SEMA, LLC dba CBE Office Solutions (CA)

for a period of five years.

Section 7. That the District's Board of Trustees hereby approves the delegation of authority to the assistant superintendent, Business, who is hereby authorized and directed, pursuant to a majority of the vote of the Board of Trustees and Education Code Section 17604 and similar statutes, to do any and all things that may be deemed necessary or advisable in order to effectuate the purpose and intent of this resolution, all subject to ratification of the Board of Trustees.

Section 8. That this resolution shall be effective as of the date of its adoption.

PASSED AND ADOPTED by the Board of Trustees of the Anaheim Union High School District this 16th day of June 2022, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and the secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 16th day of June 2022, 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 16th day of June 2022.

_____

Michael B. Matsuda
Superintendent and
Secretary to the Governing Board

EXHIBIT N

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

IN SUPPORT OF PROPOSED CALIFORNIA BALLOT MEASURE

"THE ARTS AND MUSIC IN SCHOOLS FUNDING GUARANTEE AND ACCOUNTABILITY ACT"

RESOLUTION NO. 2021/22-E-26

June 16, 2022

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

WHEREAS, access to arts and music education at school is a critical component of TK-12 education;

WHEREAS, the Board of Trustees recognizes that by studying visual and performing arts, students learn to develop initiative, discipline, perceptual abilities, and critical thinking skills that provide twenty-first century learning necessary for jobs and careers in all areas of life. The Board of Trustees believes that access to a comprehensive arts education program is an integral part of the education provided to students in all grades.

WHEREAS, participating in the arts is especially vital now to support students' mental wellbeing amidst the ongoing impact of COVID-19;

WHEREAS, schools serving low-income communities would receive even more funding, helping Black and Latino children who are most likely to lack access to arts education. School funding for the arts will increase by more than $800 million each year and arts programs in schools will grow by more than 50 percent; and

WHEREAS, education in the arts is an important component in our AUHSD Career Preparedness Systems Framework (CPSF) as it cultivates the development of many technical skills, immerses students in experiences that foster creativity, promote

collaboration, encourage communication, require critical thinking, and build character, and also promotes students using their voice through their artistry;

WHEREAS, the Anaheim Union High School District has provided a renowned visual and performing arts education for all of its students for several decades and therefore has seen firsthand the positive effects the arts and music have on student achievement;

NOW, THEREFORE BE IT RESOLVED that the Anaheim Union High School District Board of Trustees supports the proposed California ballot measure, "The Arts and Music in Schools - Funding Guarantee and Accountability Act" that increases funding for Arts and Music education in every TK - 12 public school in the state of California.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on June 16, 2022, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
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) 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 16th day of June, 2022 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 16th day of June, 2022.

_____

Michael B. Matsuda
Superintendent and
Secretary to the Board of Trustees
Anaheim Union High School District

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

CONDEMNING GUN VIOLENCE AND PROMOTING SAFETY IN SCHOOLS

RESOLUTION NO. 2021/22-BOT-05

June 16, 2022

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

WHEREAS, as we emerge from the COVID-19 pandemic, California and the nation are facing gun violence in schools with a frequency and severity that is unparalleled anywhere in the world, caused in part by the proliferation of guns in our society; and

WHEREAS, ten days after a racist mass shooting at a Buffalo, New York, grocery store in which ten Black people were killed and three other people were injured by an 18-year-old male, another 18-year-old male shot and killed nineteen students and two teachers, and wounded seventeen other people, at Robb Elementary School in Uvalde, Texas, on May 24, 2022; and

WHEREAS, despite the staggering number of casualties, the mass-shooting at Robb Elementary School was the third-deadliest school shooting in the United States, after the Virginia Tech shooting in 2001 and the Sandy Hook Elementary School shooting in 2012, and more than the fatalities at Columbine High School, a shooting seared into the consciousness of the United States in 1999, and the Marjory Stoneman Douglas High School shooting in 2018; and

WHEREAS, exposure to trauma like that associated with school shootings can adversely affect a child's health for the rest of their life; and

WHEREAS, parents, families, teachers, and staff should feel that our schools and communities are places of safety and free from the fear of such gun violence; and

WHEREAS, our teachers and school staff should not be asked to carry firearms on our school campuses with the expectation that they would prevent or stop a violent attack; and

WHEREAS, access to a gun can turn a temporary crisis into a life-ending tragedy for those involved and a life-altering incident for their families and community, as suicide attempts are often impulsive acts, frequently occurring within five minutes of the decision to attempt suicide; and

WHEREAS, strong gun laws matter. According to the Public Policy Institute of California: "Compared to citizens of other states, Californians are about 25% less likely to die in mass shootings. Between 2019 and 2021, the state's annual mass shooting homicide rate of 1.4 per one million people was lower than the national average of 1.9."

WHEREAS, the Anaheim Union High School District is committed to providing all students access to services that support and enhance their physical, mental, and emotional health; and

WHEREAS, the promotion of kindness and a sense of belonging through programs like Link Crew, Capturing Kids Hearts, Mindfulness, and the 5Cs provide a foundation for mental health, personal growth, and civic engagement at school and in the community; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Anaheim Union High School District calls for necessary and appropriate action from State and Federal lawmakers to institute stricter gun laws including, but not limited to, requiring comprehensive background checks for all gun sales; a ban on AR-15 style assault weapons, high capacity magazines, and so-called ghost guns; raising the minimum age to purchase firearms to twenty-one; passage and implementation of red flag laws; and the repeal of gun manufacture legal immunity from claims by those affected by gun violence.

BE IT FURTHER RESOLVED, that the Anaheim Union High School District will transmit copies of this resolution to federal and state elected officials requesting immediate action to enact meaningful gun control legislation to prevent even one more child from being harmed by gunfire.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on June 16, 2022, 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 16th day of June, 2022 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 16th day of June, 2022.

_____
Michael B. Matsuda
Superintendent and
Secretary to the Board of Trustees
Anaheim Union High School District

Anaheim Union High School District

INDEPENDENT CONSULTANT AGREEMENT
FOR
PROFESSIONAL ENVIRONMENTAL SERVICES - CEQA

This Independent Consultant Agreement for Professional Environmental Services – CEQA ("Agreement") is made and entered into as of June 17, 2022 by and between the **Anaheim Union High School District** ("District") and **Chambers Group, Inc.** ("Consultant"), (individually a "Party" or collectively the "Parties").

RECITALS

WHEREAS, District is authorized by California Government Code sections 4529.10 and 4529.12 to contract with and employ any persons for the furnishing of architectural, landscape architectural, environmental, engineering, land surveying, and construction project management services through a fair, competitive selection process (e.g., by using a request for proposal or request for qualification process), which the District utilized;

WHEREAS, District has retained Consultant for the furnishing of professional environmental services to prepare CEQA documentation and services for District projects on an as needed basis;

WHEREAS, the first services to be completed hereunder are for the Anaheim HS Field Project and the Western HS Field Project ("Proposed Projects");

WHEREAS, the Anaheim HS Field Project consists of the replacement of the existing playfield with new natural turf, new irrigation system, goalposts, all-weather track, stadium lighting, stormwater drainage improvements in the field by the introduction of rainwater collection chambers/retention basins, 5-tier bleachers, solar/arrays/shade canopies over the bleachers with low voltage systems and cameras, new wall-mounted scoreboard, path-of-travel improvements, concrete paving; and fencing. The plans are attached as **Exhibit 1**;

WHEREAS, the Western HS Field Project consists of the construction of a new artificial turf field within existing school's athletic fields. It also includes a band/observation tower, metal shade structures with low voltage systems and cameras, netting, a scoreboard, concession building with restroom facilities, 5-tier bleachers under new shade structures with lighting, stadium lighting, entry canopy, marquee, fencing, landscaping and access improvements. The plans are attached as **Exhibit 2**;

WHEREAS, Consultant is specially trained, experienced, competent and duly licensed under the laws of the State of California to perform the services pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, receipt of which is acknowledged, the Parties agree as follows:

1. **Services**. The Consultant shall provide the services as described in **Exhibit 3**, attached hereto and incorporated herein by this reference ("Services"), to prepare a Negative Declaration, Mitigated Negative Declaration, or other environmental document deemed necessary, and associated documents, and conduct related clearance activities pursuant to the California Environmental Quality Act ("CEQA"), for the Proposed Projects, including two public meetings to present the draft environmental documents during the public comment period. Consultant's proposal to perform the Services can be attached hereto as **Exhibit 4**. Additional Services may be amended to this Agreement from time to time.

2. **Term**. Unless terminated or otherwise cancelled as permitted herein, the "Term" of this Agreement shall be for five (5) years.

3. **Submittal of Documents**. The Consultant shall not commence the Services until the Consultant has submitted and

the District has approved the certificate(s) and affidavit(s), endorsement(s) of insurance, and W-9 Form required as indicated below:

X	Signed Agreement
X	Workers' Compensation Certification
X	Fingerprinting/Criminal Background Investigation Certification
X	Insurance Certificates and Endorsements
X	W-9 Form
_____	_____

4. **Compensation**. Consultant's fee for the performance of Services shall be on an hourly basis and/or a per unit basis, as indicated in **Exhibit "5"** (Prices for Services). District agrees to pay the Consultant for Services approved and satisfactorily rendered in accordance with this Agreement for a total fee not to exceed **Two Hundred Fifty Thousand Dollars ($250,000)** ("Total Fee"). The District shall not be obligated to pay or be liable in law or in equity for any amount incurred by Consultant above the Total Fee. District shall pay Consultant according to the following terms and conditions:

   4.1. Payment shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services performed and after the District's written approval of the Services performed.

   4.2. Consultant shall prepare a separate invoice for each site. The itemized invoice shall reflect the Services rendered, hours spent by the Consultant in performing its Services, and, if applicable, the invoice shall include any expenses incurred and materials provided.

5. **Expenses**. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Services, unless agreed upon in writing prior to performing services.

   5.1. Not applicable

6. **Independent Contractor**. Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all its employees shall not be considered officers, employees, agents, partner, or joint venture 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. Consultant shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees. In the performance of the Services, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of Consultant's work, District being interested only in the results obtained.

7. **Designated Representatives**. Consultant shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.

8. **Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

   8.1. Not applicable

9. **Performance of Services.**

   9.1. **Standard of Care**.

      9.1.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a

professional manner, without the advice, control, or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California public school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

9.1.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

9.1.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.

9.1.4. Consultant shall ensure that any individual performing work under this Agreement that requires a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

9.2. **Meetings.** In addition to all public hearings and meetings required by CEQA, Consultant agrees to participate in coordination meetings to discuss District strategies, timetables, implementation of the Services, and any other issues deemed relevant to the Project.

9.3. **District Approval.**

9.3.1. The District has the right to inspect and supervise to secure satisfactory completion of the Services.

9.3.2. Prior to any documents being made public, Consultant shall provide in draft form to District staff and District legal counsel, all documents that it or its subconsultants prepare.

10. **Information.**

10.1. **Furnished by District.** Upon request by Consultant, District shall furnish Consultant any information and documents readily available to District that the Consultant determines may be of use to the Consultant in the performance of the Services. District shall rely upon Consultant to determine which information and documents may be of use to the Consultant in performance of the Services. District makes no representations with respect to the reliability, accuracy, or completeness of any information or documents furnished by the District. Consultant shall determine if it is appropriate to rely on the District furnished information or documents. Consultant shall determine if clarification, additional information, or additional data is needed, and if so, to seek it out.

10.1.1. **CEQA Documents.** The following documents are available for the Consultant's review and use:

10.1.1.1. TBD.

10.2. **Furnished by Others.** Consultant is to obtain, utilizing its own personnel, any required information or documentation that has been developed by other public or private entities that are not under contract to District. Consultant shall determine if it is appropriate to rely on the information or data developed by these other public or private entities. Consultant shall determine if clarification, additional information, or additional data is needed, and if so, to seek it out.

11. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark

and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

12. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term and for seven (7) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents. For a period of three (3) years after final payment under this Agreement, all expenditures of public funds in excess of ten thousand dollars ($10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

13. **Termination.**

    13.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day the notice was mailed, whichever is sooner.

    13.2. **Without Cause by Consultant**. Consultant cannot terminate this Agreement without cause.

    13.3. **With Cause by District.** District may terminate this Agreement upon giving written notice of intention to terminate for cause. Cause shall include:

        13.3.1. Material violation of this Agreement by the Consultant; or
        13.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage; or
        13.3.3. Consultant is adjudged a bankrupt; Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

    Written notice by District shall contain the reasons for such intention to terminate and unless within seven (7) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the seven (7) calendar days cease and terminate. In the event of this termination, the District may secure the Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services, Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these additional expenses, fees, and/or costs. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to District.

    13.4. **With Cause by Consultant**. Consultant may only terminate this Agreement after giving written notice of intention to terminate for cause and the expiration of the time to cure. Cause shall only include:

        13.4.1. Material violation of this Agreement by the District, or
        13.4.2. Failure of the District to timely pay undisputed Consultant invoices.

    Written notice by Consultant shall contain the reasons for such intention to terminate and unless within seven (7) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the seven (7) calendar days cease and terminate. In the event of this termination, the District may secure the Services from another Consultant.

14. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees, volunteers, and attorneys ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, arising out of, pertaining to or relating to, in whole or in part, the negligence (in any form), recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants, suppliers, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, including without limitation the payment of all consequential damages.

15. **Insurance.**

15.1. The Consultant 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.

15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Consultant, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising out of the performance of any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

15.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

15.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance, with no shrinking limits.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability	$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

15.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

15.2.1. 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."

15.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

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

15.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

15.3. **Acceptability of Insurers**. 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.

16. **Interaction with the Media and Public.** Consultant shall promptly refer all inquiries from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Consultant receives a complaint from a citizen or the community, Consultant shall promptly inform the District about the complaint.

17. **Taxes.** Consultant shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Consultant agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Consultant may be reported to the Internal Revenue Service.

18. **Assignment**. The obligations and liabilities of the Consultant pursuant to this Agreement shall not be assigned by the Consultant nor assigned by operation of law.

19. **Binding Contract.** This Agreement shall be binding upon the Parties and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

20. **Compliance with Laws**. Consultant shall observe and comply with all policies, rules, and regulations of the governing board of the District and all federal, state, and local laws, ordinances, and regulations. Consultant shall give all notices required by any law, ordinance, rule, and regulation bearing on the Services indicated or specified. If Consultant observes that any of the Services is at variance with any such laws, ordinance, rules, or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

21. **Certificates/Permits/Licenses**. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, and licenses as are required by law in connection with the furnishing of the Services. Except for any license or permits furnished by District, Consultant shall be fully responsible for identifying and obtaining all necessary licenses and permits for the timely prosecution of the Services.

22. **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 Consultant 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 and District policy. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

23. **Fingerprinting of Employees**. If checked above, the Fingerprinting/Criminal Background Investigation Certification

must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services on any school site.

24. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%) per year of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If such funds are used, the Consultant must submit, upon request by District, appropriate documentation to the District identifying the steps the Consultant has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

25. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party, except as expressly provided herein.

26. **District's Evaluation of Consultant and Consultant's Employees and/or Subconsultants.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

    26.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.

    26.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subconsultant(s).

27. **Limitation of District Liability**. Other than as provided in this Agreement, 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.

28. **Disputes.** In the event of a dispute between the Parties as to performance of the Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind or terminate the Agreement nor stop performance of the Services.

29. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

30. **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 sent by overnight delivery service, addressed as follows:

District:	**Consultant:**
Anaheim Union High School District	Chambers group, Inc.
501 N. Crescent Way	5 Hutton Center Dr, Ste 750
Anaheim, CA 92801	Santa Ana, CA 92707
ATTN: Patricia Neely	ATTN: Mike Mcentee

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service.

31. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties for the Services 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.

32. **California Law**. This Agreement is entered into in California and 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 the county in which the District's administrative offices are located. Consultant waives any claim or right to remove an action on this Agreement to federal court.

33. **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.

34. **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.

35. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

36. **Attorney Fees/Costs**. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, expert fees, court costs, and attorney's fees.

37. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

38. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

39. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party represents and warrants s(he) has been properly authorized and empowered to enter into this Agreement.

40. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

41. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

42. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.

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

Dated: _____, 20___	Dated: 6/7/2022, 20___
Anaheim Union High School District	_____ **Consultant**
By: _____	By: _____
Print Name: _____	Print Name: Mike McEntee
Print Title: _____	Print Title: President

Information regarding Consultant:

Consultant: Chambers Group, Inc.

License No.: 1012776

Address: 5 Hutton Center Dr, Ste 750
Santa Ana, CA 92707

Telephone: 949-262-5414

Facsimile: 866-261-3100

E-Mail: mmcentee@chambersgroupinc.com

33-0283470 :
Employer Identification and/or Social Security Number

NOTE: Title 26, United States Code sections 6041 and IRS reporting rules require non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. These rules also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: CALIFORNIA
____ Limited Liability Company
____ Other: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

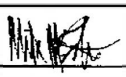
Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

Date: 6/7/2022

Name of Consultant or Company: CHAMBERS GROUP, INC.

Signature: 

Print Name and Title: Mike McEntee President

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Agreement.)

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

☐ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: _____
District Representative's Name and Title: _____
Signature: _____

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☒ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2. District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**
Date: _____
District Representative's Name and Title: _____
Signature: _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant 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 Consultant.

Date: 6/7/2022
Name of Consultant or Company: Chambers Group, Inc.
Signature: _____
Print Name and Title: Mike McEntee President

Exhibit 4

Description of Services to be Performed by Consultant

1. **Services.**

(Includes Services detailed in RFQ/RFP 2022-27 response attached)

Lakewood High School Field Upgrade Project, Long Beach, CA
Client: LBUSD
Reference: Talitha Crain, Environmental Project Manager, (562) 997-8000, tcrain@lbschools.net

Prepared an IS Checklist to determine to appropriate CEQA documentation for athletic facilities upgrades and ADA accessibility updates at the high school. The analysis also included an evaluation of historic resources at the campus. A NOE was determined to the appropriate CEQA document for the Project.

6. Litigation

In the last five years, Chambers Group has not had any litigation, arbitration, and negotiated/settled history with previous clients.

7. CEQA Project Legal Challenges

Chambers Group prepared an EIR for the Devils Gate Sediment Removal Project. The purpose of the project was to reduce sediment buildup in Hahamongna basin in northern Pasadena and increase the dam's ability to contain runoff from a major storm. Significant debris had accumulated in the basin as a result of the 2009 Station Fire and subsequent storms. County officials and community groups clashed over how to address the problem. The CEQA document was challenged. The legal challenge was successful, and the Flood Control District proceeded with a modified project that reduced the amount of sediment to be removed from 2.4 to 1.7 million cubic yards.

8. Proposed Project / Performance Information

8.1. Provide a statement demonstrating your firm's ability to accomplish the Services in a comprehensive and thorough manner.

Project Understanding

Chambers Group understands that AUHSD is proposing to provide field upgrades at both Anaheim High School and Western High School. The Anaheim High School Field Project consists of the replacement of the existing playfield with new natural turf, new irrigation system, goalposts, all-weather track, stadium lighting, stormwater drainage improvements in the field by the introduction of rainwater collection chambers/retention basins, 5-tier bleachers, solar arrays/shade canopies over the bleachers with low voltage systems and cameras, new wall-mounted scoreboard, path of travel improvements, concrete paving, and fencing.

The Western High School Field Project consists of the construction of a new artificial turf field within the existing school's athletic fields. It also includes a band/observation tower, metal shade structures with low voltage systems and cameras, netting, a scoreboard, concession building with restroom facilities, 5-tier bleachers under new shade structures with lighting, stadium lighting, entry canopy, marquee, fencing, landscaping, and access improvements

Chambers Group will provide AUHSD with a thorough and detailed IS and, as appropriate, either a CE or MND for each of the Projects noted. This includes all aspects of environmental documentation in compliance with CEQA which may include Responses to Comments, MMRP, and Findings.

In addition, our staff is fully knowledgeable about all applicable federal, State, and local regulations, as well as being well respected by the various reviewing agencies. Our work plan follows, detailing the approach to developing, managing, and implementing all actions for the preparation of the CEQA documents.

Scope of Work

Chambers Group has prepared a scope of work and cost estimate to prepare the CEQA documentation according to all applicable State and local requirements that will be applied to each of the Proposed Projects. The appropriate CEQA documentation for the Projects will be determined through the preparation of an IS Checklist. As identified in the request for proposal, Chambers Group will:

- Assist with determining the level of documentation (e.g., IS) required based on the scope noted
- Prepare all CEQA documentation according to all applicable State and local requirements, including incorporating of previously prepared technical studies
- Coordinate and collaborate with District staff, various consultants, and any State/local agencies as required
- Attend various District and public meetings as needed
- Provide AB 52 Tribal Consultation Support, as needed
- Conduct technical studies, as needed.

Chambers Group can commence work on these projects as soon as we receive written notice to proceed (NTP). We will accomplish the scope of work as described in the following pages.

We assume that each of the projects will go through the same tasks outlined below, and that Chambers Group can provide these tasks for each project.

Task 1: Project Initiation

Task 1.1: Initial Meeting and Data Acquisition

After receiving NTP, Meghan Gibson will be prepared to meet with representatives from AUHSD at a Project Initiation/Kick-Off Meeting to discuss the bond measure goals, project description, specific project issues, upcoming construction schedules and CEQA schedule; as well as receive any pertinent project information reports. A Chambers Group staff member will also survey the Project site and the immediate surrounding areas to make a photographic record to document the existing conditions.

Chambers Group will review all available project-related data and reports provided by AUHSD. Following the review of existing data, any gaps in the data and recommendation for correcting the gaps would be discussed with AUHSD. Chambers Group will work closely with AUHSD to determine what additional data must be collected in support of the CEQA document being prepared. It is assumed that Chambers Group can use these documents in the analysis of the Project.

Task 1.2: Project Description

Chambers Group will develop a comprehensive description for the Project that will form the basis for the analysis of the potential impacts on the environment, based on the information provided by AUHSD. The project description will include a narrative and graphical presentation of the Projects, including components, location and boundaries, regional and vicinity maps, and a statement of the Project's goals and objectives.

Deliverables: One electronic PDF and Word copy of the project description for District review.

Task 2: Prepare an IS

Task 2.1: Administrative Draft IS

Chambers Group will prepare an IS Checklist to confirm the preparation of an appropriate CEQA Documentation for the proposed Project. The IS will be prepared using the most recent revision of the IS Environmental Checklist Form suggested in the CEQA Guidelines Appendix G.

In compliance with CEQA Section 15063, the IS will contain the following, in brief form:

- A description of the project, including the location of the project;
- An identification of the environmental setting;
- A preliminary identification of environmental effects by use of a checklist, matrix, or other method, with some evidence to support the entries; and
- A preliminary discussion of the ways to mitigate the significant effects identified; if any.

The environmental factors outlined in the CEQA checklist include:

- Aesthetics
- Agricultural and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions (GHG)
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mandatory Findings of Significance
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources (TRCs)
- Utilities and Service Systems
- Wildfire

Deliverables: One electronic PDF copy of the Administrative IS for District review.

Task 2.2: Final Draft IS

After receipt of one set of integrated comments on the Draft IS from AUHSD, Chambers Group will revise the IS accordingly. In addition to the IS, Chambers Group will provide a recommendation for the appropriate level of CEQA documentation. This recommendation will be an NOE or an MND. If an EIR is determined to be required, a separate scope and cost can be prepared for District consideration. The IS will be used as a guide in the decision as to the appropriate environmental documentation to prepare for the project.

Deliverables: One electronic copy of the IS in Word and PDF for AUHSD. Hard copies will be provided at an additional cost.

Task 3: Technical Studies

Based on the proposed project improvements, the technical studies below are suggested to supplement the analysis in the appropriate CEQA document. The AB 52 Consultation would only be necessary if a MND was determined to be the appropriate CEQA document for each project. If any additional technical analysis was found to be required during review of project documents and in consultation with AUHSD, Chambers Group can provide additional technical analysis through a separate scope and cost.

Task 3.1: Desktop Cultural Literature Review

Chambers Group will conduct a cultural resources desktop study. The study will include an extensive literature review, including a review of the findings of a records search through the California Historical Resources Information System (CHRIS) database at the appropriate Information Center (IC). The records search will be conducted by IC staff and review relevant previously recorded cultural resources and previous investigations completed for the half-mile search radius surrounding the Project site. Information to be reviewed will include location maps for all previously recorded cultural resources, previously conducted investigation boundaries, National Archaeological Database (NADB) citations and copies for associated reports, historic maps, and historic addresses. Chambers Group will also review properties listed on/as the California Points of Historical Interest (CPHI), California Historical Landmarks (CHL), Caltrans Historic Highway Bridge Inventory, California Historical Resources Inventory, local city and county registries of historic properties, the California Register of Historic Resources (CRHR), and the National Register of Historic Places (NRHP). Additional sources of information that may be reviewed include but are not limited to Certified Local Government annual reports and other data, Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER) records, the National Register Information System, the on-line database for National Register sites, Calisphere Digital Resources, Online Archive of California, General Land Office Plat Maps, Sanborn Fire Insurance Maps, local historical societies and libraries, as well as inventory files and data on-file with other agencies that control property near the area. The task will also include a search for potential prehistoric and/or historic burials (human remains) evident in previous site records and/or historical maps (i.e., Sanborn Fire Insurance Maps, General Land Office Plat Maps). A paleontological records search will also be completed for the half-mile search radius surrounding the Project site by the relevant Natural History Museum.

In addition to the above research, a request that the Native American Heritage Commission (NAHC) will be submitted for a review of their sacred land files (SLF). This search will identify if any resources important to Native Americans have been recorded within the Project site and surrounding vicinity. The NAHC will provide the results and a list of affiliated tribal representatives to contact for additional information. Chambers Group will provide the results of the NAHC SLF search and list of tribes to the AUHSD upon receipt.

NOTE: This task and associated cost does not include the issuance of NAHC Scoping Letter to the list of tribes indicated in the NAHC SLF results in order to seek additional information. If requested, the assumed time proposed will included time for preparing up to 15 scoping letters. Note: This research alone does not satisfy the lead agency's requirements under Assembly Bill 52 (AB 52).

Assumptions: This proposal does not include cultural resources survey, testing, data recovery, analysis, monitoring, reporting, or similar programs.

Fees incurred by the IC to conduct the record search are included as part of this estimated cost. Currently, the IC estimates 6 to 8 weeks from the date of request to provide results for a records search. In addition, fees incurred by the relevant Natural History Museum to conduct the paleontological record search are included as part of this estimated cost. Currently, the Museum estimates 2 to 3 weeks from the date of request to provide results for a records search.

Task 3.2: AB 52 Consultation (Under the MND option only)

California AB 52 was enacted and expanded CEQA by establishing a formal consultation process for California tribes within the CEQA process. The bill specifies that any project may affect or cause a substantial adverse change in the significance of a tribal cultural resource would require a lead agency to "begin consultation with a California Native American tribe that is traditional and culturally affiliated with the geographic area of the proposed project." Section

21074 of AB 52 also defines a new category of resources under CEQA called "tribal cultural resources." Tribal cultural resources are defined as "sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe" and is either listed on or eligible for the California Register of Historical Resources or a local historic register, or if the lead agency chooses to treat the resource as a tribal cultural resource. As a Lead Agency the AUHSD is required to conduct AB 52 consultation with requesting tribal groups on a government-to-government basis. If requested, Chambers Group will prepare and send notification letters to the list of tribes in which the AUHSD has identified for notification under AB 52. This task will provide support to the AUHSD including, but not limited to, preparing and transmitting notification letters to respective tribes; support with consultation regarding the Proposed Project plans and potential impacts; conference calls with tribes; and/or development of mitigation measures, as appropriate.

Note: Based on prior and on-going work, Chambers Group anticipates that approximately two tribes may request consultation; as such, time has been included for preparing up to 15 notification letters, setting up to no more than two separate conference calls with tribes, and coordinating the conclusion of consultation through emails. Should any Tribe request a site visit, or require further calls to conclude consultation, it is assumed that the AUHSD will cover this expense and provide the tribe(s) an opportunity to visit the site at their expense or a change order may be required.

Task 3.3 Air Quality, Energy, GHG Emissions, and Noise Analysis

Ldn Consulting, a trusted subconsultant, will provide air quality, GHG, and noise evaluations for the Proposed Project including the following subtasks.

Air Quality Analysis

Existing air quality data will be collected from air quality monitoring stations within the study area utilizing the Air Pollution Control District (APCD), Air Quality Management District (AQMD) or CARB data sources. The levels for ozone, sulfur dioxide, carbon monoxide, nitrogen dioxide and particulate matter (PM 10 and PM 2.5) are typically available from these stations. Sources of data will be identified in the air quality report.

Construction related activities and emissions will be evaluated. This would consist of building demolition, import/export of soil, mass grading, etc. A qualitative assessment of potential impacts from toxic air emissions will be included. Evaluate applicable GHG emissions associated with heavy-duty construction equipment combustion that will likely occur during the various phases of construction; emissions will be quantified using the California Emissions Estimator Model® (CalEEMod) emissions inventory model.

Analyze vehicular operational emissions for the Proposed Project, based upon trip generation projections provided as part of the traffic study. Peak hour trips will be used along with estimates of the types of trips generated and average travel speeds to estimate daily emissions generated by the project. The analysis will evaluate the potential significance of operational impacts associated with the project traffic and operations. Evaluate net increase in applicable GHG emissions associated with long-term mobile source activity; emissions will be quantified using EMFAC and the CalEEMod emissions inventory model.

If the project exceeds the Screening-Level Criteria for Air Quality Impacts as identified by APCD, more detailed analysis may be required to determine mitigation solutions and would be included.

Emissions from other operational sources such as heaters, air conditioners, water heaters, and consumer products will also be considered. On-site stationary and area source activity will also be evaluated. United States Environmental Protection Agency (U.S. EPA) AP-42 Emission Factors and methodology will be utilized in the calculation process.

The analysis shall address consistency with the ARB's Air Quality and Land Use Handbook, and potential sources of toxic air contaminants (TACs) from the project and strategies to reduce emissions along with design features and mitigation measures consistent with APCD/AQMD. The results of this study will be provided in a stand-alone technical report indicating the findings, impacts and any proposed feasible mitigation measures. The report will contain all model outputs and calculations.

GHG Emissions

Identify, characterize, and inventory any applicable GHG emissions currently being generated at the proposed project site. Evaluate applicable federal and state regulatory requirements (i.e., Assembly Bill's 32, 341, 1493, Senate Bill 97, and Executive Orders S-3-05, S-01-07, B-30-15).

Evaluate applicable GHG emissions associated with heavy-duty construction equipment combustion that will likely occur during the various phases of construction. Evaluate net increase in applicable GHG emissions associated with long-term mobile source activity. Data available from the project team and previous analysis will be utilized in characterizing GHG-generating activities. Modeling will be conducted for both the existing approved land use as well as the proposed Project to provide a comparison of the anticipated emissions.

On-site stationary and area source activity will also be evaluated for GHG emissions, the primary source of GHG emissions on-site will occur from energy usage. U.S. EPA Emission Factors and methodology will be utilized in the calculation process.

The emissions evaluation for short-term construction, long-term mobile source, and long-term stationary source activity will consider project design, and mitigation measures that have the potential to reduce GHG emissions. The analysis will include a comparison of the anticipated emissions for both the existing approved land use as well as the Proposed Project.

Modeling will be conducted for the existing approved land use to compare against the Proposed Project to provide a comparison of the anticipated emissions. Determine if project emissions are lower than the General Plan allows or if additional reductions are required.

Additional Modeling and reduction calculations to assist in lowering the Proposed Project's emissions will also be provided based on the latest technologies, guidance, and project objectives. These calculations will include evaluating measures such as solar, EV charging stations, both public and private, alternative transportation ideas to help reduce Vehicle Miles Traveled (VMT) and to reduce emissions.

The results of this study effort will be summarized in a report. The analysis will discuss the latest guidelines for Climate Change analyses as well as any California Air Resources Board (CARB) adopted thresholds of significance. The analysis will include the comparison of the approved land use as well as the Proposed Project.

Energy Analysis

An Energy analysis for both construction and operational energy efficiency as it relates to non-renewable fuel sources including Electrical, Natural Gas, Diesel and Gasoline will be conducted for the project. This effort will be prepared according to requirements established within Public Resource Code (PRC) Section 21100(b)(3) and CEQA Guidelines Section 15126.2b.

Energy usage for construction equipment will be estimated using total horsepower hours and an assumed thermal efficiency. Construction emissions from workers vendors and hauling will be based on the estimated VMT for the total construction duration and average fuel intensity for on-road vehicles.

This information will be gathered from the project traffic study and GHG analysis. The analysis will also discuss Energy Use Synergistics related to the burning of the methane.

LDN will prepare an Energy Use and Conservation analysis per the requirements of Public Resources Code Section 21100(b)(3) and CEQA Guidelines Section 15126.2b.

Noise Analysis

Conduct a site visit to preliminarily identify noise sensitive land uses and other features of the project area relevant to the noise study. Final selection of noise sensitive receptor locations will be determined through consultation with AUHSD.

Conduct a field noise survey to quantify and assess existing noise conditions at the selected noise-sensitive areas. Sound-level data shall be collected using American National Standards Institute (ANSI) Type 1 and/or Type 2 calibrated integrating sound level meter(s) over a 10 to 30 minute period at selected locations throughout the day at up to six locations. In addition, one continuous 24-hour noise measurement may be conducted to determine the loudest period(s).

Operational noise levels will be determined based on empirical data gathered to determine if any impacts would occur at the adjacent sensitive land uses.

Construction noise will be evaluated based on the proposed construction equipment and schedule. The construction noise level will be determined using published construction noise data and supplemented with construction noise measurements that we have previously conducted, as necessary.

The anticipated construction grading activities noise levels will be identified to determine if short term or cumulative impacts will occur at the adjacent property lines or the existing School (especially during normal school operations). Coordination with the City and AUHSD will be required to minimize potential impacts at the school site.

Ldn will prepare a noise study report evaluating the noise impacts and potential noise abatement. The study shall be prepared in accordance with the City's Noise Element and Noise Ordinance. Minor textural revisions will be provided to the initial study based upon comments received by AUHSD.

Assumptions: This scope of work and cost estimate includes attendance at two meetings and participation on two conference calls. For budgeting purposes, it is assumed that no more than 12 hours of staff time will be required and standard travel expenses. Revisions will be provided to the initial studies based upon comments received by AUHSD and during public outreach. For budgeting purposes, it is assumed that no more than 12 hours of staff time will be required. AUHSD will provide the site plans in Portable Document Format (PDF) and AutoCAD format including all manufacture's equipment data and specifications. It is assumed, that the proposed use is equal or less intense than the General Plan designation for the site, if additional modeling or emission reductions strategies are needed, a separate scope of work will be provided.

Task 3.4: Traffic Analysis

Task 3.4.1: VMT Analysis

As of July 2020, VMT analysis have replaced level of service (LOS) analysis for CEQA documentation purposes per the requirements of Senate Bill 743 (SB 743). The City of Anaheim guidelines will be referenced for this analysis. Per the guidelines local serving K-12 schools can be screened from project-level assessment as they are presumed to have a less than significant impact due to their local serving nature. Both projects noted above screen out and the results documented as part of this analysis. In the unlikely event that the City or AUHSD deems this project cannot be screened out then a full VMT analysis might be required which will require a revised scope and budget.

Task 3.4.2: Trip Generation Analysis

A trip generation memo will be prepared per the latest edition of the *Institute of Transportation Engineers Trip Generation Manual*. As it is assumed that both projects will serve the current student-body and are not intended to increase the student enrollment, this memo will note that the projects will not increase the AM and PM peak hour trips and as such no further level of service analysis will be required per applicable guidelines. In the unlikely event that the City or AUHSD deems this project requires a full LOS analysis, a revised scope and budget will be provided.

Deliverables: The result of the analysis of the previously listed tasks will be summarized in a draft traffic memorandum which will be finalized following one set of review comments by AUHSD.

Task 4: CEQA Documentation

Based on coordination with AUHSD and results of the analysis within the IS including the technical studies, Chambers Group will prepare the most appropriate CEQA Documentation for AUHSD, a CE or a MND. We have provided a brief scope and cost in preparing each these documents.

Task 4A: CE Option

4A.1 Notice of Exemption

Administrative Draft: Chambers Group will determine the appropriate CE for the proposed project per Article 19 of the CEQA Guidelines and will prepare the supporting statements and required forms for filing of the NOE.

The following exemptions may be applied to the Proposed Project.

15301. Existing Facilities:

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The type of "existing facilities" itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of an existing use. Examples include but are not limited to:

(a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances

(b) Existing facilities of both investor and publicly owned utilities used to provide electric power, natural gas, sewerage, or other public utility services

(c) Existing Highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety).

(d) (Review CEQA Guidelines)

(e) Additions to existing structures provided that the addition will not result in an increase of more than:

(1) 50 percent of the floor area of the structures before additions, or 2,500 SF, whichever is less: or

(2) 10,000 SF if:

(A) The project is in an area where all public services and facilities are available to allow for maximum development permissible in the General Plan and

(B) The area in which the project is located is not environmentally sensitive.

15302. Replacement or Reconstruction:

Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including but not limited to:

(a) Replacement or reconstruction of existing schools and hospitals to provide earthquake resistant structures which do not increase capacity more than 50 percent.

15314. Minor Additions to Schools:

Class 14 consists of minor additions to existing schools within existing school grounds where the addition does not increase original student capacity by more than 25% or 10 classrooms, whichever is less. The addition of portable classrooms is included in this exemption.

Deliverables: One electronic PDF copy of the Administrative Draft NOE for District review.

Prepare/Distribute NOE: After receipt of one set of integrated comments on the Administrative Draft NOE from AUHSD, Chambers Group will revise the NOE accordingly. Chambers Group will file the NOE with the State Clearinghouse and the County Clerk.

Deliverables: Up to five hard copies if requested, and one electronic PDF copy of the CE will be provided to AUHSD. One NOE to be filed with the Office of Planning and Research (OPR) and the County Clerk. For submittal to OPR, AUHSD must approve Chambers Group as a submitter for the AUHSD on the OPR CEQANet Web portal.

Task 4B: MND Option

If the Project does not qualify for any of the exemptions noted, either due to the triggering of the exceptions to the exemption or the need to incorporate mitigation measures, a MND will be prepared.

4B.1: Prepare Administrative Draft MND

If one or more significant impacts are identified during the IS process, including the results from the historical assessment, CEQA allows the preparation of an MND when those impacts can be mitigated to a less than significant level.

The following is a list of the required contents of a MND:

- a brief description of the project;
- the location of the project (preferably shown on a map);
- the name of the project proponent;
- a finding that the project will not have a significant effect on the environment;
- mitigation measures included in the project to avoid potentially significant effects; and
- a copy of the IS.

For each CEQA environmental checklist discipline item, the existing environmental setting of the project site and surroundings will be characterized from the existing literature base and a site visit by an environmental analyst. An environmental impacts analysis will be prepared for each checklist entry. Based on CEQA defined significance criteria, Chambers Group will determine the potential for any adverse or significant adverse impacts and present mitigation measures to reduce any such impacts to a level below significance.

Deliverables: One electronic PDF copy of the Administrative Draft MND for AUHSD review.

4B.2: Prepare/Distribute the MND and NOI

After receipt of one set of integrated comments on the Administrative Draft MND from AUHSD, Chambers Group will then revise the MND accordingly. Chambers Group will prepare and distribute copies of the Draft MND to AUHSD, State Clearinghouse, and affected public agencies.

Chambers Group assumes AUHSD will provide a distribution list of agencies and interested parties to receive notification of the Public Draft MND and associated notices. This cost estimate assumes a minimal level of effort to respond to comments and/or incorporation of comments into the document. Should additional reviews be required, a cost adjustment would be provided. Chambers Group will then revise the Draft MND accordingly for public distribution.

For submittal to the OPR, Chambers Group will draft a NOI, Notice of Completion (NOC), Summary Form, and the Public Draft IS/MND with associated appendices to be submitted electronically on behalf of AUHSD. AUHSD must approve Chambers Group as a submitter for AUHSD on the OPR CEQANet Web portal.

Chambers Group will prepare the NOI for distribution during the public review to agencies, interested parties, and property owners adjacent to the Proposed Project from an approved distribution list provided by AUHSD. We assume up to 30 mailings of the NOI via regular mail to adjacent property owners and up to 10 mailings of the NOI via certified mail to agencies and other interested parties. Chambers Group will file the NOI to adopt an MND with the County Clerk.

To comply with the CEQA guidelines, lead agency shall distribute the NOI through at least one of the following methods:

- Publication at least one time in a newspaper of general circulation in the area affected by the Proposed Project.
- Posting of the notice on and off-site in the area where the Proposed Project is located.
- Direct mailing to the owners and occupants of property contiguous to the Proposed Project.

Chambers Group assumes that AUHSD will coordinate and publish notices to public newspapers, websites, and at the Proposed Project site. Fees associated with coordinating and publishing to public newspapers, websites, or posting of a physical notice at the Proposed Project will require a change order as these tasks are not included in this scope and associated fees for newspaper postings vary.

Note: This task does not include attendance at any public or community outreach meetings. Attendance will be billed on a time-and-materials basis. The environmental document will not be circulated until AB 52 consultation has been concluded.

Deliverables: One electronic PDF copy of the Public Review Draft MND and technical reports as appendices for distribution by AUHSD. Up to 20 mailings to adjacent property owners via regular mail, and up to 10 mailings to agencies and interested parties via certified mail. State Clearinghouse submittal will be done electronically. If hard copies are requested to be sent to the State Clearinghouse or AUHSD, or any other public agencies or interested parties, these can be provided at a separate cost.

4B.3: Prepare Final MND with Response to Comments

Final MND with Response to Comments. Based upon comments received from public review, responses to the comments will be prepared. A draft of these responses will be provided to AUHSD. Upon receipt of one complete set of comments from AUHSD on the responses, a Final MND will be prepared. This document combined with the Draft MND will constitute the Final MND to be used by AUHSD when considering approval of the Project.

We anticipate no more than 20 comment letters with an average of five comments each (100 comments total) will be received and addressed. The cost estimate for this task assumes that no new technical analysis would be required in response to the public comments. If more comments than assumed are received or more analysis will be required to respond to comments, Chambers Group will coordinate with AUHSD to identify comments to be addressed by the Chambers Group team and/or provide these services under a separate scope and fee.

A draft of these responses will be provided for one round of review. Upon receipt of one complete set of comments, the Responses to Comments will be incorporated in the Final MND. The Final MND will be prepared. This document combined with the Draft MND will constitute the Final MND to be used when considering approval of the Project.

Prepare MMRP. Following preparation of the MND, Chambers Group will prepare a Draft MMRP as required by CEQA for review by AUHSD. The Final MMRP incorporating AUHSD's comments will be incorporated into the Final MND.

NOD. The NOD is filed following AUHSD's decision to carry out or approve the Project for which the MND has been prepared. Chambers Group will prepare the NOD and will file the NOD with the State Clearinghouse and the County Clerk within 5 days of Project approval. AUHSD will be responsible for Fish and Game filing fees, if necessary.

Deliverables: One electronic PDF and Word copy of the Final MND will be provided. One hard copy of the NOD to be filed with the State Clearinghouse and the County Clerk. Up to 20 NODs to be sent via regular mail. AUHSD will be responsible for Fish and Game Filing fees, as needed. Hard copies to be provided at a separate cost.

Task 5: Meetings/Public Hearings

Chambers Group's Project Manager and key technical personnel will attend one Project initiation meeting and two progress meetings with AUHSD. We will also attend up to three community meetings or public hearings. Chambers Group will be available to answer questions regarding the CEQA documentation at the community meetings/public hearings. Chambers Group will attend these meetings on a time and materials basis.

Approach to On-Call CEQA Documents

The summaries highlight the general approach of CEQA, other technical services, and general administrative support to AUHSD. Preparation of a detailed scope of work will be provided for specific project proposals. In addition to CEQA documents, Chambers Group will provide additional related tasks to assist AUHSD such as collaboration with various consultants and State and local agencies.

Preparing the IS

Preparation of an IS Checklist will be completed to confirm the appropriate environmental documentation for a given project. The IS will be prepared using the most recent revision of the IS Environmental Checklist Form suggested in the CEQA Guidelines Appendix G in compliance with CEQA Section 15063. Chambers Group will identify issue areas where no impacts, less than significant impacts, or potentially significant impacts would result from the proposed project.

Further analyses will be provided for specific resource areas that may be of concern based on the project area or based on technical analyses provided by outside consultants. These include analyses on a project's consistency and applicability to General Plan policies, zoning, and specific plans. The IS will be used as a guide in the decision as to the appropriate environmental documentation to prepare for the project. Chambers Group will provide a recommendation for the appropriate level of CEQA documentation. We understand the importance of being good stewards of public funds and will use our CEQA expertise to ensure that AUHSD is preparing the appropriate CEQA document based on the project impacts and project type.

NOE

Chambers Group, in consultation with AUHSD, will determine if there is an appropriate exemption for a project. A project will be analyzed whether it would qualify for a Statutory Exemption (per Article 18) or a CE under the CEQA Guidelines. Exemptions granted by the Legislature would be considered statutorily exempt. An IS may be prepared to confirm the preparation of an exemption or provide supplemental environmental analysis for the project. The exemption may also include other technical studies if required by the project. After receipt of one set of integrated comments on the Administrative Draft NOE and supplemental information from AUHSD, Chambers Group will revise the NOE accordingly. Chambers Group will file the NOE with the Orange County Clerk Recorder.

ND/MND

The process for preparing a ND is the same as a MND with the exception that a MMRP is not required under an ND. Therefore, only the MND process is described here. A MND will be prepared when a project may have a significant effect on the environment, but such effects can be mitigated. If after preparation of the IS, it is identified that one or more significant impacts would occur, CEQA allows the preparation of an MND when those impacts can be mitigated to a less than significant level. Based on CEQA-defined significance criteria, Chambers Group will determine the potential for any adverse or significant adverse impacts and present mitigation measures to reduce any such impacts to a level below significance.

EIR

Preparation of an EIR is a more detailed process and requires more effort than the preparation of an MND. An EIR would be prepared if there is a potential for significant impacts which cannot be mitigated to a less than significant level or if significant public controversy or scrutiny exists. In which case, an EIR would be the more legally defensible document. Preparing an EIR will require completion of several important steps, from study initiation through development of the project description and Draft EIR, to attendance at public hearings and Final EIR preparation. The process for a more complex EIR would likely include additional scoping meetings (if the project is deemed to be controversial), an increased number of technical studies, an increased number of alternatives assessed, possibility of extra internal review cycles, more complexity in responding to public comments for the final document, a more in-depth mitigation monitoring plan, and additional public meetings.

Exhibit 5

Prices for Services

Costs

This work is proposed at a firm fixed cost; and the cost outlined below ***is an estimate for completing one project***. If Chambers Group is chosen to complete both projects, these cost tables can be applied to ***each project***. These costs are estimates based on our best judgment of the work required to complete the Project. Chambers Group will not exceed the project limit for the scope defined for the Project as a whole; however, tasks cannot be individually limited due to the nature of general estimation inaccuracies. Chambers Group will manage the Project cost to total project dollars, not the task level.

Categorical Exemption Option

Task	Staff	Hourly Rate	Number of Hours	Fee
Task 1: Project Initiation				
	Project Manager 2	$180.00	6	$1,080.00
	Director	$210.00	2	$420.00
	Environmental Planner 5	$166.00	2	$332.00
	Environmental Planner 2	$112.00	12	$1,344.00
				$3,176.00
Task 2: IS				
	Project Manager 2	$180.00	20	$3,600.00
	Director	$210.00	2	$420.00
	Environmental Planner 5	$166.00	2	$332.00
	Environmental Planner 2	$112.00	40	$4,480.00
	GIS Technician 2	$116.00	2	$232.00
	Word Processor	$89.00	8	$712.00
				$9,776.00
Task 3.1: Cultural Resources Desktop Analysis				
	Cultural Resources Specialist 4	$127.00	1	$127.00
	Cultural Resources Specialist 3	$111.00	6	$666.00
	GIS Technician 2	$116.00	2	$232.00
	Records Search Fees	$1,495.00	-	$1,495.00
				$2,520.00
Task 3.3: Air Quality, GHG, and Noise Analysis				
	Ldn Consulting (Subconsultant)	--	--	**$33,120.00**
Task 3.4: Traffic Analysis				
	GTS (Subconsultant)	--	--	**$3,450.00**

Task	Staff	Hourly Rate	Number of Hours	Fee
Task 4A: CE				
	Project Manager 2	$180.00	8	$1,440.00
	Director	$210.00	2	$420.00
	Environmental Planner 2	$112.00	12	$1,344.00
	GIS Technician 2	$116.00	2	$232.00
	Word Processor	$89.00	2	$178.00
				$3,614.00
Task 5: Meetings				
	Project Manager 2	$180.00	20	$3,600.00
	Director	$210.00	8	$1,680.00
	Environmental Planner 2	$112.00	10	$1,120.00
				$6,400.00
Total CE Cost				**$62,056.00**

Mitigated Negative Declaration Option

Task	Staff	Hourly Rate	Number of Hours	Fee
Task 1: Project Initiation				
	Project Manager 2	$180.00	6	$1,080.00
	Director	$210.00	2	$420.00
	Environmental Planner 5	$166.00	2	$332.00
	Environmental Planner 2	$112.00	12	$1,344.00
				$3,176.00
Task 2: IS				
	Project Manager 2	$180.00	20	$3,600.00
	Director	$210.00	2	$420.00
	Environmental Planner 5	$166.00	2	$332.00
	Environmental Planner 2	$112.00	40	$4,480.00
	GIS Technician 2	$116.00	2	$232.00
	Word Processor	$89.00	8	$712.00
				$9,776.00

Task	Staff	Hourly Rate	Number of Hours	Fee
Task 3.1: Cultural Resources Desktop Analysis				
	Cultural Resources Specialist 4	$127.00	1	$127.00
	Cultural Resources Specialist 3	$111.00	6	$666.00
	GIS Technician 2	$116.00	2	$232.00
	Records Search Fees	$1,495.00	-	$1,495.00
				$2,520.00
Task 3.2: AB 52 Consultation				
	Cultural Resource Specialist 4	$127.00	2	$254.00
	Cultural Resource Specialist 3	$111.00	6	$666.00
	Cultural Resource Specialist 2	$100.00	8	$800.00
	Cultural Resource Specialist 1	$79.00	8	$632.00
	GIS Technician 2	$116.00	1	$116.00
				$2,468.00
Task 3.3: Air Quality, GHG, Energy, and Noise Analysis				
	Ldn Consulting (Subconsultant)	--	--	**$33,120.00**
Task 3.4: Traffic Analysis				
	GTS (Subconsultant)	--	--	**$3,450.00**
Task 4B.1: Administrative MND				
	Project Manager 2	$180.00	18	$3,420.00
	Director	$210.00	2	$420.00
	Environmental Planner 5	$166.00	4	$664.00
	Environmental Planner 2	$112.00	30	$3,360.00
	GIS Technician 2	$116.00	4	$464.00
	Word Processor	$89.00	12	$1,068.00
				$9,396.00
Task 4B.2: Public Review MND				
	Project Manager 2	$180.00	12	$2,160.00
	Director	$210.00	2	$420.00
	Environmental Planner 5	$166.00	2	$332.00
	Environmental Planner 2	$112.00	20	$2,240.00
	GIS Technician 2	$116.00	2	$232.00
	Word Processor	$89.00	8	$712.00
				$6,096.00

Task	Staff	Hourly Rate	Number of Hours	Fee
Task 4B.3: Final MND				
	Project Manager 2	$180.00	20	$3,600.00
	Director	$210.00	2	$420.00
	Environmental Planner 5	$166.00	4	$664.00
	Environmental Planner 2	$112.00	24	$2,688.00
	GIS Technician 2	$116.00	2	$232.00
	Word Processor	$89.00	6	$534.00
				$8,138.00
Task 5: Meetings				
	Project Manager 2	$180.00	20	$3,600.00
	Director	$210.00	8	$1,680.00
	Environmental Planner 2	$112.00	10	$1,120.00
				$6,400.00
Total MND Cost				**$84,540.00**

Chambers Group Standard Rates

Billing Rates

Effective January 2022

STAFF. Charges for all professional, technical, and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates." Billing Rates include fringe benefits, burden, and fee.

Staff Title	Rate	Staff Title	Rate
Senior Director	$236.00	GIS Technician 4	$158.00
Director	$210.00	GIS Technician 3	$131.00
Project Manager 3	$200.00	GIS Technician 2	$116.00
Project Manager 2	$180.00	GIS Technician 1	$105.00
Project Manager 1	$160.00		
Environmental Planner 7	$197.00	Cultural Resources Specialist 7	$176.00
Environmental Planner 6	$176.00	Cultural Resources Specialist 6	$155.00
Environmental Planner 5	$166.00	Cultural Resources Specialist 5	$145.00
Environmental Planner 4	$145.00	Cultural Resources Specialist 4	$127.00
Environmental Planner 3	$123.00	Cultural Resources Specialist 3	$111.00
Environmental Planner 2	$112.00	Cultural Resources Specialist 2	$100.00
Environmental Planner 1	$101.00	Cultural Resources Specialist 1	$79.00
Biologist/Botanist 7	$197.00	Project Controls Specialist	$100.00
Biologist/Botanist 6	$176.00	Project Assistant/Tech Editor	$89.00
Biologist/Botanist 5	$166.00	Word Processor	$79.00
Biologist/Botanist 4	$145.00	Clerical/Technician	$68.00
Biologist/Botanist 3	$123.00		
Biologist/Botanist 2	$112.00		
Biologist/Botanist 1	$101.00		
Restoration Construction			
Qualified Applicator (QAL)	$105.00		
Foreman	$85.00		
Restoration Laborer/*Prevailing Maintenance Labor*	$47.00		

EQUIPMENT/OTHER DIRECT COSTS

OTHER DIRECT COSTS	UNIT	UNIT COST
Copies - Internal	per page	$0.15
Color Copies 8"X11"	per page	$1.00
Color Copies 8"X17"	per page	$2.00
GIS Materials	actual	
Field Vehicle Use: Off Road 4WD	per day	$65.00
Mileage	per mile	Fed Rate
GPS – Real time, Trimble	per day	$60.00
CD-ROM's	per CD	$2.00
Mail/Delivery	actual	
Outside Printing	actual	
All Other Outside Services	actual	
Bio Survey/Monitoring Equipment Bio	per day	$6.00
Survey/JD/Restoration Equipment	per day	$8.00
Bio Fish Survey Equipment	per day	$15.00
Focused Plant Survey Equipment	per day	$10.00
Cultural Survey Equipment	per day	$5.00
Cultural Site Recording	per day	$8.00
Cultural Testing/Excavation	per day	$14.00
Cultural Monitoring Equipment	per day	$10.00
Gage	per day	$15.00
Sonabat	per day	$46.00
Electrofisher	per day	$200.00

- All outside services carry a 10% markup

GTS Standard Rates

LABOR RATES	
Labor Category/Grade	**Hourly Fully-Loaded Rate**
Principal L7	$230.00 - $280.00
Engineer / Planner / Analyst (L6)	$190.00 - $230.00
Engineer / Planner / Analyst (L5)	$170.00 - $210.00
Engineer / Planner / Analyst (L4)	$150.00 - $190.00
Engineer / Planner / Analyst (L3)	$140.00 - $180.00
Engineer / Planner / Analyst (L2)	$120.00 - $160.00
Engineer / Planner / Analyst (L1)	$110.00 - $140.00
Project Admin / CAD / Graphics (L4)	$140.00 - $200.00
Project Admin / CAD / Graphics (L2)	$110.00 - $140.00
Intern (L1)	$90.00 - $120.00

- Yearly escalations are limited to the highest of consumer price index (CPI) or 5%.
- Mileage is charged per the maximum allowable IRS rate.
- Other expenses (surveys, printing, etc.) will be charged at cost plus 10%.

Ldn Consulting Standard Rates

Position	Hourly Rates
Principal	$250
Project Manager/Engineer	$200
Engineer	$150
Analyst	$100
Administrative Assistant	$75

- Reimbursable direct costs, such as reproduction, supplies, messenger service, travel, and equipment rental will be billed at cost plus ten (10) percent.
- Hourly rates apply to work time, travel time, and time spent at public hearings and meetings. For overtime work, the above rates may be increased 50 percent.
- Billing statements for work will be submitted monthly. Statements are payable within thirty (30) days of the receipt by client of statement. Any statement unpaid after thirty (30) days shall be subject to interest at the maximum permitted by law.
- Additional Position categories have been added to the standard bill rates to allow flexibility as staff members are added.

MUNICIPAL ADVISOR AGREEMENT

This agreement (the "Agreement") for municipal advisor services by and between Anaheim Union High School District ("District") and Keygent LLC ("Municipal Advisor" or "Keygent") is effective on the date this Agreement is executed by District (the "Effective Date").

RECITALS

Whereas, the District requires municipal advisory services in connection with the District's General Obligation Bond authorizations and other financing needs; and

Whereas, the District desires Keygent to provide administrative and strategic support and quantitative analysis, in connection with prospective financings including, but not limited to, general obligation bonds, refunding bonds, certificates of participation and tax and revenue anticipation notes; and

Whereas, the District desires Keygent to provide financial consulting services in regard to existing, new or prospective election issuances; and

Whereas, Keygent represents itself able and willing to perform the Consulting Services (defined below) for the District.

NOW, THEREFORE, in consideration of the terms and provisions set forth herein, the benefits to be gained by the performance thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Municipal Advisor agree as follows:

1. Scope of Services.

a. Services to be provided. Municipal Advisor is engaged by the District as its municipal advisor to provide consulting services ("Consulting Services") with respect to the issuance of municipal securities (each series an "Issue") set forth in Appendix A ("Scope of Services").

b. IRMA. Keygent represents that it is an Independent Registered Municipal Advisor ("IRMA"). If District designates Keygent as its IRMA for purposes of IRMA exemption of the SEC Rule 15Ba1-1(d)(3)(vi), Keygent shall review all third-party recommendations submitted to Keygent in writing by the District.

c. Limitations on Scope of Services. The Scope of Services is subject to the following limitations:

i. The Scope of Services is limited solely to the services described herein and is subject to any limitations set forth within the description of the Scope of Services.

ii. Unless otherwise provided in the Scope of Services described herein, Municipal Advisor is not responsible for preparing any preliminary or final official statement.

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iii. The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

iv. In addition to providing municipal advisory services to municipal clients, Keygent offers municipal bond dissemination agent services. Keygent's dissemination agent services are distinct from Keygent's municipal advisory services and requires a separate, independent agreement in order for Keygent to engage in such services.

d. Amendment to Scope of Services. The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

2. Municipal Advisor's Regulatory Duties When Servicing Client. The Municipal Securities Rulemaking Board ("MSRB") Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to the District's determination whether to proceed with a course of action or that form the basis for any advice provided by Municipal Advisor to the District. Municipal Advisor will undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information, however, Municipal Advisor will not audit or otherwise verify the information supplied to us by the District or third parties, except as may be specified in the Scope of Services. Municipal Advisor is also required under MSRB Rule G-42 to use reasonable diligence to know the essential facts about District and the authority of each person acting on District's behalf.

3. District Responsibilities. District agrees to cooperate, and to cause its agents to cooperate with Municipal Advisor in carrying out its regulatory duties, including providing to Municipal Advisor timely, accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. The District will be responsible for all management decisions in connection with the Consulting Services, implementation of the actions identified in the course of the engagement and the results achieved from the Consulting Services.

4. Term of the Agreement. The term of this Agreement begins on the Effective Date and ends upon completion of the Issues. Nevertheless, the initial term of this Agreement shall be three years from the Effective Date and shall renew annually, unless Section 9 of this Agreement is invoked.

5. Compensation.

a. Fees and expenses. The fees due to Municipal Advisor hereunder shall be, and expenses incurred by Municipal Advisor in connection with any services provided hereunder shall be reimbursed, as set forth below:

i. Fees for Municipal Advisor's Services shall be paid for each Issue and shall not exceed $40,000 per Issue.

ii. Expenses incurred by Municipal Advisor shall be reimbursed by District per Issue. Such expenses include travel and administrative costs and shall not exceed $2,500 per Issue.

iii. Notwithstanding anything to the contrary herein, the compensation of Municipal Advisor for services rendered in connection with the Issue(s) is contingent upon the successful completion of each Issue.

b. Other Financing Costs. In addition to the fees and expenses payable to Municipal Advisor, the District shall provide from the proceeds of each Issue for the payment of any and all costs and expenses incident to the actual issuance of the Issue, including the cost of preparing the financing for execution and delivery, all printing and publication costs, and any other expenses incurred in connection with the issuance and delivery of the financing, including the fees and expenses of bond counsel, disclosure counsel, or other experts retained by the District and payable under the terms of the District's written agreements with them.

c. Payment. All charges incurred under this Agreement, in connection with the Issues shall be due and payable only upon successful completion of the sale and closing of the financing for which such Consulting Services were rendered or expenses were incurred. Invoices for payment shall be provided at the closing of each Issue and in an amount in accordance with the above. Payment shall be made from financing proceeds or any other method acceptable to the District and Municipal Advisor.

6. Tool Development. Except as otherwise set forth in this Agreement, the District will own all tangible written material originally prepared expressly for the District and delivered to the District under this Agreement ("Work Product"), excluding any Keygent materials contained or embodied therein, which includes all: proprietary information, general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, materials, or other intellectual property or information which may have been discovered, created, developed or derived by Keygent either prior to or as a result of its provision of services under this Agreement.

7. Limitation of Liability. Keygent shall be solely liable for any finally determined damages in connection with this Agreement. The parties agree that Keygent's officers, directors, agents and employees shall not be personally liable to the District, whether in tort, contract or otherwise, for any damages in connection with this Agreement. Except to the extent finally determined to have resulted from the gross negligence or intentional misconduct of Keygent, Keygent's liability to pay damages for any losses and claims incurred by the District as a result of breach of contract, negligence or other tort committed by Keygent, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to Keygent under this Agreement. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of District arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from a third party. This provision shall survive termination of the Agreement.

8. Mediation and Arbitration. In the event of any dispute arising out of or relating to the engagement of Keygent by the District, the parties agree first to try in good faith to settle the dispute voluntarily with the aid of an impartial mediator who will attempt to facilitate negotiations. A dispute will be submitted to mediation by written notice to the other party or parties. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator within 30 days of the receipt of the notice of request for mediation, parties shall request a list of 5 mediators from the American Arbitration Association ("AAA"). Parties shall then select a mediator from such list by striking names from the list one at a time.

The mediation will be treated as a settlement discussion and therefore will be confidential. Any applicable statute of limitations will be tolled during the pendency of the mediation. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

If the dispute has not been resolved within 60 days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation will terminate, and the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the AAA. The arbitration will take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party will designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties will then select a third arbitrator. The arbitrators will have a sufficient background in public finance law to reasonably prepare them to decide the dispute. The arbitrators will have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery will be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators will have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees and costs, to the prevailing party. Any award made may be confirmed and enforced in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors, insurers and legal advisors.

9. **Termination.** Either party may terminate this Agreement at any time by giving the other party forty-five (45) days written notice of termination. Keygent may also resign from performing all or any portion of the services in connection with the Consulting Services and terminate this Agreement immediately upon written notice in the event that circumstances arise that would make continuation of all or any portion of the work by Keygent in conflict with any professional regulations, standards or guidelines to which Keygent conforms.

   To the extent that the District terminates Keygent without cause less than forty-five (45) days prior to the sale of a Financing in which Keygent performed Consulting Services, Keygent shall be entitled to the same compensation associated with such sale had Keygent not been terminated.

   Upon termination of the Agreement, Municipal Advisor will return, upon the written request of the District, all copies of any District data, records, or materials of whatever nature or kind, including all materials incorporating the proprietary information of the District. If terminated for cause, Municipal Advisor shall also furnish to District all work in progress or portions thereof, including all incomplete work.

10. **Required Disclosures**. MSRB Rule G-42 requires Municipal Advisor to provide disclosures of material conflicts of interest and information regarding certain legal events and disciplinary history. MSRB Rule G-10 requires Municipal Advisor provide certain notices for your education and protection. Such disclosures are delivered to District together with this Agreement.

11. **Insurance.** Keygent carries general business insurance, professional liability insurance and workers' compensation insurance. A copy of Keygent's insurance policies with coverage amounts will be made available upon written request.

12. **Notice to Parties.** All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

TO THE DISTRICT:

Nancy Nien, Ph.D.
Assistant Superintendent, Business Services
Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92801
Phone/Fax: (714) 999-3602 / (714) 991-0150
Email: nien_n@auhsd.us

TO THE MUNICIPAL ADVISOR:
Chet Wang
Managing Director
Keygent LLC
1730 E. Holly Ave., Suite 762
El Segundo, CA 90245
Phone/Fax: (310) 322-4222 / (866) 335-0114
Email: chet.wang@keygentcorp.com

13. **Choice of Law and Forum.** The construction, interpretation, and enforcement of this Agreement shall be governed by the substantive contract laws of the State of California without regard to its conflict of laws provisions. In the event any provision of this Agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect.

14. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of District and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without prior written consent of the other party.

15. **Entire Agreement**. This instrument, including all appendices hereto, contains the entire agreement between the District and Keygent relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

16. **Severability**. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

17. **Authority**. The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of District.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but which taken together, shall constitute one and the same binding instrument. A fax copy or copy of the contract with any revisions appropriately initialed may serve as the original contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the following date: _____.

ANAHEIM UNION HIGH DISTRICT

By:_____ Date:_____

Nancy Nien, Ph.D.
Assistant Superintendent, Business Services

KEYGENT LLC

By:_____ Date: 5/23/2022_____

Chet Wang
Managing Director

APPENDIX A
Scope of Services

Municipal Advisor shall or may undertake some or all of the following activities for or on behalf of District with respect to the Issue(s) in carrying out this engagement, as directed by District.

1. Evaluate options or alternatives with respect to the proposed new Issue(s);

2. Advise District on potential exercise of optional or other call rights, or potential tender offers, for outstanding Issue(s);

3. Advise District on potential refunding or other refinancing opportunities of its outstanding Issue(s);

4. At the District's request, and agreed to in writing by District and Municipal Advisor, Municipal Advisor will review recommendations made by other parties to District with respect to the new Issue(s) or outstanding issues;

5. Review financial and other information regarding District, the proposed Issue(s) and any source of repayment of or security for the Issue(s);

6. Consult with and/or advise District on actual or potential changes in marketplace practices, market conditions, regulatory requirements or other matters that may have an impact on District and its financing plans;

7. Assist District in establishing a plan of financing and establishing the structure, timing, terms and other similar matters concerning the Issue(s), including estimated costs of issuance and savings summary (if refunding);

8. Prepare the financing timeline;

9. Consult and meet with representatives of District and its agents or consultants with respect to the Issue(s) at times and places mutually agreed upon;

10. At the District's request, attend meetings of the District's Board of Trustees and such other meetings as the District may determine necessary. Municipal Advisor may attend such meetings in person or via conference call as mutually agreed between District and Municipal Advisor;

11. Advise District on the manner of sale of the Issue(s);

12. Assist in the gathering of information with respect to financial, statistical and factual information relating to District in connection with the preparation of the preliminary and final official statement;

13. Review the preliminary and final official statement for accuracy relating to the method of sale, structure, terms, and timing of sale of the Issue(s). Municipal Advisor will not be responsible for nor audit the information provided by the District, bond counsel, disclosure counsel, or third parties in the preliminary and final official statements;

14. Arrange for the distribution of the preliminary and final official statements;

15. If the issue is to be sold on a competitive or limited competitive bid basis, assist District in collecting, analyzing and verifying bids submitted by underwriters, resizing the financing as necessary and confirming the terms with the winning bidder;

16. For negotiated sales, review the order book and advise on the acceptability of the underwriter's pricing and offer to purchase;

17. For private placements, work with the District's placement agent to review bids of investors to ensure fair terms and interest rates;

18. At the District's request, procure, on the District's behalf, such other professional services as may be required (such as, trustee, financial printer, verification agent, etc.) to assist the District in successfully completing each Issue.

19. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue;

20. At the time of sale, provide District with relevant data on comparable issues recently or currently being sold nationally and by comparable issuers;

21. Advise District with respect to recommendations made by the underwriter and other interactions between District and the underwriter;

22. Arrange and facilitate visits to, prepare materials for, and make recommendations to District in connection with credit ratings agencies or bond insurers;

23. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of District and other documents necessary to finalize and close the Issue; and

24. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds.

APPENDIX B
G-10 Disclosure of Municipal Advisor

Pursuant to Municipal Securities Rulemaking Board Rule G-10, Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- Keygent is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

- Within the Municipal Securities Rulemaking Board ("MSRB") website at www.msrb.org, the District may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

APPENDIX C
G-42 Disclosure of Municipal Advisor

This disclosure is provided by Keygent LLC ("Municipal Advisor" or "Keygent") to **Anaheim Union High School District** ("District") in connection with the preceding municipal advisory agreement ("Agreement") and is dated as of the same date as the Agreement.

Disclosures of Conflicts of Interest and Other Information

Pursuant to MSRB Rule G-42, Keygent makes the following disclosures with respect to material conflicts of interest and of information regarding certain legal and disciplinary history, together with explanations of how Keygent addresses or intends to manage or mitigate each conflict. Keygent also provides other information that may be material to District's evaluation of Municipal Advisor or the integrity of its personnel.

1. **General Mitigations.** As general mitigations of Municipal Advisor's conflicts, with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to the District, which includes a duty of loyalty to the District in performing all municipal advisory activities for the District. This duty of loyalty obligates Municipal Advisor to deal honestly and with the utmost good faith with the District and to act in the District's best interests without regard to Municipal Advisor's financial or other interests. Furthermore, Keygent's supervisory structure, leveraging our supervisory processes and practices, provides safeguards against individual representatives of Municipal Advisor potentially departing from their regulatory duties due to personal interests.

2. **Affiliate Conflicts.** Keygent has no known affiliates who have or are expected to provide services to or on behalf of the District that are directly related to Municipal Advisor's activities within the Scope of Services under the Agreement.

3. **Payments to be Retained.** Keygent does not make payments to any municipal advisor registered with the SEC to solicit the District to obtain or retain District's municipal advisory business under the Agreement.

4. **Payments from Third Parties for Recommendations.** Keygent does not receive any payments from third parties to recommend them to the District to provide services to the District.

5. **Fee-Splitting Arrangements.** Keygent does not have any fee-splitting arrangements whereby Keygent pays a portion of the fee it has received from the District for Consulting Services under the Agreement to a third party in connection with services provided by such third party.

6. **Compensation-Based Conflicts.** The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the District, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for a municipal advisor to recommend one course of action over another if it is more beneficial to the municipal advisor to do so.

   The compensation paid to Keygent increases the cost of borrowing to District. The increased cost occurs from compensating Keygent for municipal advisory services provided. This cost may or may not be offset by the benefits Keygent brings to the engagement or to the pricing process for the bonds.

a. **Fees**. The fees due under this Agreement are in a fixed amount established pursuant to the Agreement, contingent upon the completion of financings.

b. **Fixed Fee.** The fixed, not-to-exceed fee is established at the outset of the agreement and is usually based upon an analysis by District and Municipal Advisor of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Municipal Advisor. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Municipal Advisor may suffer a loss. Thus, Municipal Advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above. In addition, Keygent's continuous supervision over its municipal advisory activities provides additional controls that will help identify activities inconsistent with Keygent's core values and its regulatory duties to all clients.

c. **Contingent Fee.** Under a contingent fee form of compensation, payment of a municipal advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the District, it presents a conflict because the municipal advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the District. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, a municipal advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. This conflict of interest is mitigated by the general mitigations described above. In addition, Keygent's continuous supervision over its municipal advisory activities provides additional controls that will help identify activities inconsistent with Keygent's core values and its regulatory duties to all clients.

7. **Other Services Provided to District.** Keygent provides dissemination agent services to District under a separate and independent contract. Although the provision by Municipal Advisor of both municipal advisory and dissemination agent services may be customary, it presents a potential conflict because the municipal advisor may have an incentive to recommend additional financings to increase filing fees under the dissemination agent agreement. This conflict is mitigated by annual filings fee capped at $6,000 and the general mitigations described above.

8. **Other Municipal Advisor Relationships.** Municipal Advisor serves other clients that may from time to time have interests that could have a direct or indirect impact on the interests of District. For example, Municipal Advisor serves as municipal advisor to other clients and in such cases, owes a regulatory duty to such other clients just as it does to District under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. At this time, Municipal Advisor is not serving other clients with known competing interests. If this should change, Keygent will notify the District and will manage the conflict by fulfilling its regulatory duty and mitigate such conflict through dealing honestly and with the utmost good faith with all of its clients, including the District.

9. **Other Conflicts of Interest.** Municipal Advisor is not aware of any other conflicts of interest in connection with the Agreement.

10. **Related Disclosures Relevant to District.**

    a. **Municipal Bond Holdings.** Keygent's employees may hold brokerage accounts with broker dealers and/or investment companies that are active participants in California municipal bonds. Keygent employees are not permitted to purchase primary or secondary offerings of municipal securities of our clients. Prior to Keygent's engagement by the District, Keygent employees may have held municipal securities of the District, but, to the extent that they previously held such securities, they have since liquidated them. Keygent employees may hold municipal securities of other municipal agencies. The District shall retain the sole right to recuse any Keygent employees from any business meetings, discussions or situations that may present a conflict of interest.

11. **Legal or Disciplinary Events.** Municipal Advisor is not aware of any legal or disciplinary events that may be material to the District's evaluation of Municipal Advisor or advisory personnel or that should be disclosed on any Form MA or Form MA-I filed with the U.S. Securities and Exchange Commission ("SEC") except as described herein. A regulatory action disclosure is filed on Form MA for Municipal Advisor and two of its municipal advisory personnel on Form MA-I, relating to a 2016 SEC order, the details of which are available on Form MA in Item 9; C(2), C(3), C(4) and C(5) and accompanying Regulatory Action DRP (accession number 0001612599-16-000018) and in each Form MA-I in Item 6; C(2), C(3), C(4) and C(5) and the accompanying Regulatory Action DRP (accession numbers 0001612599-16-000019 and 0001612599-16-000020).

    To ensure that a similar event does not reoccur, Municipal Advisor has enhanced its supervisory and compliance practices and regularly monitors adherence to policies and procedures relating to municipal advisory activities. In addition, Municipal Advisor no longer maintains an advisory board, and employs a dedicated Chief Compliance Officer to oversee and implement Municipal Advisor's compliance program.

    a. **How to Access Form MA and Form MA-I Filings.** Municipal Advisor's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at https://www.sec.gov/cgi-bin/browse-edgar?company=keygent+llc&owner=exclude&action=getcompany.

    b. **Most Recent Change in Legal or Disciplinary Event Disclosure.** The date of the most recent legal or disciplinary change to Form MA is June 14, 2016 (accession number 0001612599-16-000018) and to the Form MA-I's is June 23, 2016 (accession numbers 0001612599-16-000019 and 0001612599-16-000020) for the matter described in item 11 above.

12. **Future Supplemental Disclosures.** As required by MSRB Rule G-42, this notice may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to other information of Municipal Advisor. Municipal Advisor will provide the District with any such supplement or amendment as it becomes available throughout the term of the Agreement.

DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Agreement") is entered into between Keygent LLC (hereinafter "Dissemination Agent" or "Keygent") and Anaheim Union High School District (hereinafter "District") effective on the date the Agreement is executed by the District (the "Effective Date").

SECTION 1. DEFINITIONS.

The capitalized terms shall have the following meanings:

"Annual Report" means an Annual Report described in and consistent with the Issuer's Continuing Disclosure Agreement(s) pursuant to the Bonds.

"Annual Filing Date" means the date, set in the Issuer's Continuing Disclosure Agreement(s) with respect to the Bonds by which the Annual Report is to be filed with the Repository.

"Annual Financial Information" means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule.

"Bonds" means the bonds as listed on the attached Exhibit A, with the CUSIP numbers relating thereto.

"CDIAC" means the California Debt and Investment Advisory Commission.

"CDIAC Report" means the annual debt transparency report due to CDIAC by January 31st each year for debt issued after January 21, 2017.

"Certification" means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Report or Notice Event notice required to be submitted to the Repository contained in the Continuing Disclosure Agreement(s) with respect each series of Bonds. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the Bonds and the CUSIP numbers for all Bonds to which the document applies.

"Continuing Disclosure" means the District's obligations under the Rule, including the District's obligation to file its Annual Report and Notice Event notice when necessary.

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F: 866.335.0114

"Disclosure Representative" means the Superintendent, or Assistant Superintendent, Business Services of the Issuer or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

"Disclosure Dissemination Agent" means Keygent LLC, acting in its capacity as disclosure dissemination agent for Continuing Disclosure and the CDIAC Report.

"Holder" means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

"Information" means the Annual Financial Information, the Audited Financial Statements (if any) the Notice Event notices, and the Voluntary Reports.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Notice Event" means an event listed in the Issuer's Continuing Disclosure Agreement(s) with respect to the Bonds.

"Official Statement" means that Official Statement prepared by the Issuer in connection with each series of Bonds, as listed on the attached Appendix A.

"Repository" shall mean the MSRB, which can be found at http://emma.msrb.org/, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"Rule" means the Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities and Exchange Act of 1934.

"State Repository" shall mean any public or private repository or entity designated by the State of California, if any, as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission.

"Trustee" means the institution identified in each respective series of Bonds.

"Voluntary Report" means the information provided to the Disclosure Dissemination Agent by the Issuer as described in the Issuer's Continuing Disclosure Agreement(s) with respect to the Bonds.

SECTION 2. REPORTING DUTIES.

1. Reporting Duties for Continuing Disclosure.

(a) The Issuer shall provide, annually, an electronic or paper copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than 30 days prior to the Annual Filing Date. Promptly upon receipt of a copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the Repository. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2.1.(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with a copy of the Annual Report and the Certification) no later than three (3) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Notice Event stating that the Issuer has failed to provide annual financial information as required has occurred and to immediately send a notice to the Repository in substantially the form attached as Exhibit B.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 12:00 noon (California time) on the first business day following the Annual Filing Date for the Annual Report, a Notice Event that the Issuer has failed to provide annual financial information as required shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the Repository in substantially the form attached as Exhibit B.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner a copy to the Disclosure Dissemination Agent, accompanied by a Certificate, together with a copy for the Trustee, for filing with the Repository.

(e) The Disclosure Dissemination Agent shall:

(i) determine the name and address of each Repository each year prior to the Annual Filing Date;
(ii) assist the Issuer with determining what is required to be included in the Annual Report and when it is due to the Repository;
(iii) provide a template of tables to complete, a list of data to provide and questions to be answered in preparing the Annual Report;
(iv) upon receipt, promptly file each Annual Report received under Section 2.1.(a) with the Repository;

(v) upon receipt, promptly file each Audited Financial Statement received under Section 2.1.(d) with the Repository;
(vi) upon receipt, promptly file the text of each disclosure to be made with the Repository together with a completed copy of the Event Notice Cover Sheet in the form attached as Exhibit C, describing the event by checking the applicable box when filing pursuant to the Notice Event Section contained in the Issuer's Continuing Disclosure Agreement(s) with respect to the Bonds;
(vii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the Keygent system, for so long as Keygent is the Disclosure Dissemination Agent under this Agreement;
(viii) send quarterly material events questionnaires; and
(ix) maintain or cause to be maintained for at least five (5) years, a record of the Annual Report.

2. Reporting Duties for CDIAC Reports.

(a) The Disclosure Dissemination Agent shall:

(i) determine the data required to be filed in the CDIAC Report and when it is due to CDIAC;
(ii) provide to the District a template of tables to complete, a list of data to provide, and/or questions to be answered in order to file the report timely. Such requested information may include information about debt issued during the reporting period, use of proceeds, amount spent and unspent, and purposes for which it was spent;
(iii) gather the remaining data to be included in the report. Such data may include the following information:
    a. Debt authorized, including amounts issued, lapsed, and not yet issued at the start and end of the reporting period.
    b. Information about debt outstanding, including amount paid during the reporting period and balances at the start and end of the reporting period.
(iv) upon receipt of District data, promptly file the CDIAC Report with CDIAC using any method acceptable to CDIAC;
(v) provide the Issuer evidence of the filing when made, which shall be by means of the Keygent system, for so long as Keygent is the Disclosure Dissemination Agent under this Agreement; and
(vi) maintain or cause to be maintained for at least five (5) years, a record of the annual CDIAC Report.

SECTION 3. CONTENT OF THE ANNUAL REPORT.

Each Annual Report shall contain the requisite information in accordance with the Continuing Disclosure Agreements with respect to the Bonds.

SECTION 4. REPORTING OF NOTICE EVENTS.

(a) The Issuer shall promptly notify the Disclosure Dissemination Agent in writing upon the occurrence of a Notice Event as defined in the Issuer's Continuing Disclosure Agreement(s) with

respect to the Bonds. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to Section 4(c). Such notice shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information.

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within five business days of receipt of such notice, instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to Section 4(c), together with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information.

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in Sections 4(a) or 4(b)(ii) to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with the Repository in accordance with Section 2.1(e)(vi) hereof.

SECTION 5. CUSIP NUMBERS.

Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, notices of Notice Events, and Voluntary Reports, the Issuer shall indicate the full name of the series of Bonds and CUSIP numbers for the Bonds as to which the provided information relates.

SECTION 6. ADDITIONAL DISCLOSURE OBLIGATIONS.

The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the failure of the Disclosure Dissemination Agent to so advise the Issuer shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Agreement. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information.

SECTION 7. VOLUNTARY REPORTS.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file information with the Repository, from time to time pursuant to a Certification of the Disclosure Representative accompanying such information (a "Voluntary Report").

(b) Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Agreement or including any other information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice, in addition to that required by this Agreement. If the Issuer chooses to include any information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice in addition to that which is specifically required by the Continuing Disclosure Agreements with respect to the Bonds.

SECTION 8. APPOINTMENT OF DISCLOSURE DISSEMINATION AGENT.

(a) The Issuer hereby appoints Keygent LLC as exclusive Disclosure Dissemination Agent related to the reports described in Section 2. This appointment shall be in regards to each series of Bonds as listed on the attached Exhibit A and any additional financings issued by the Issuer after the date of this Agreement (unless otherwise exempt from a particular financing requirement).

(b) The initial term of Keygent's appointment as Dissemination Agent shall be three years and, subsequently, shall renew annually on the anniversary date of this agreement unless Section 8(c) of this agreement is invoked. The term of this Agreement shall not extend beyond the final maturity of the Bonds.

(c) Either party may terminate this Agreement at any time by giving the other party sixty (60) days written notice of termination. Upon termination of Keygent's services as Disclosure Dissemination Agent, whether by notice of the Issuer or Keygent, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent.

SECTION 9. DUTIES, IMMUNITIES AND LIABILITIES OF DISCLOSURE DISSEMINATION AGENT.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents as set forth in the Continuing Disclosure Agreements and as required by the CDIAC Report with respect to the Bonds shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Agreement. The Disclosure Dissemination Agent may conclusively rely upon certifications of the Issuer at all times.

THE ISSUER AGREES TO INDEMNIFY AND SAVE THE DISCLOSURE DISSEMINATION AGENT AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HARMLESS AGAINST ANY LOSS, EXPENSE AND LIABILITIES WHICH THEY MAY INCUR ARISING OUT OF OR IN THE EXERCISE OR PERFORMANCE OF THEIR POWERS AND DUTIES HEREUNDER, INCLUDING THE COSTS AND EXPENSES (INCLUDING ATTORNEYS FEES) OF DEFENDING AGAINST ANY CLAIM OF LIABILITY, BUT EXCLUDING LIABILITIES DUE TO THE DISCLOSURE DISSEMINATION AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and neither of them shall incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The fees and expenses of such counsel shall be payable by the Issuer.

SECTION 10. OUTSIDE INTERESTS.

(a) Municipal Bond Holdings. Keygent's employees may hold brokerage accounts with broker dealers and/or investment companies that are active participants in California municipal bonds. Keygent employees are not permitted to purchase primary offerings of municipal securities of our clients. Prior to Keygent's engagement by the District, Keygent employees may have held municipal securities of the District, but, to the extent that they previously held such securities, they have since liquidated them. Keygent employees may hold municipal securities of other municipal agencies. The District shall retain the sole right to recuse any Keygent employees from any business meetings, discussions or situations that may present a conflict of interest.

(b) Insurance. Keygent carries general business insurance, professional liability insurance and workers' compensation insurance. A copy of Keygent's insurance policies with coverage amounts will be made available upon written request.

(c) Other Services. In addition to providing dissemination agent services to municipal clients, Keygent offers municipal bond financial advisory services. Keygent's municipal advisory services are distinct from Keygent's dissemination agent services and require separate, independent contracts in order for Keygent to engage in such services.

SECTION 11. FEES.

(a) Annual Dissemination Fee. In accordance with the Fee Schedule attached as Exhibit D, the Issuer shall pay fees to Keygent for the performance of dissemination services in connection with this Agreement. The fees shall be due and payable within 30 days of billing.

(b) Disclosure Consulting Services. Fees for consulting services, outside of the scope of those described in Section 2, to assist the Issuer in complying with its disclosure obligations in connection with the Bonds will be billed to the District at the rates agreed upon by the District Representative and Keygent prior to the commencement of such services. Before any such services are performed, the District Representative and Keygent will specify the respective

services, the terms, and an estimate of the fees therefore, and the District Representative and Keygent will enter into a written agreement for those additional services.

(c) Out of Pocket Expenses. The Issuer shall be responsible for payment of third party services and/or information ordered by Keygent as directed by the Issuer.

SECTION 12. NOTICE.

All notices and demands of any kind that either party may be required or desires to serve upon the other party shall be addressed as follows:

To the Issuer:

Nancy Nien, Ph.D.
Assistant Superintendent, Business Services
Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92801
Phone/Fax: (714) 999-3602 / (714) 991-0150
Email: nien_n@auhsd.us

To Keygent:

Chet Wang
Managing Director
Keygent LLC
1730 E. Holly Ave., Suite 762
El Segundo, CA 90245
Phone: (310) 322-4222
Email: chet.wang@keygentcorp.com

In the event that any of the above information changes for either party, written notice shall be given the to the other party as soon as practicable. The updated information will be effective upon receipt by the other party.

SECTION 13. AMENDMENT; WAIVER.

Notwithstanding any other provision of this Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Agreement and any provision of this Agreement may be waived, if such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Agreement necessary to comply with modifications to and interpretations of

the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 14. BENEFICIARIES.

This Agreement shall inure solely to the benefit of the Issuer and the Disclosure Dissemination Agent, and shall create no rights in any other person or entity.

SECTION 15. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of California.

SECTION 16. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

****

Keygent and the Issuer have caused this Disclosure Dissemination Agent Agreement to be executed, on the date first written above, by their respective officers duly authorized.

ANAHEIM UNION HIGH SCHOOL DISTRICT

By:_____ Date: _____

Nancy Nien, Ph.D.
Assistant Superintendent, Business Services

KEYGENT LLC

By:_____ Date: 5/23/2023

Chet Wang
Managing Director

EXHIBIT A
OUTSTANDING FINANCINGS

Election of 2002 Series A General Obligation Bonds

Election of 2002, Series 2003 General Obligation Bonds

2012 General Obligation Refunding Bonds

2015 General Obligation Refunding Bonds

General Obligation Bonds, Election of 2014, Series 2015

General Obligation Bonds, Election of 2014, Series 2018

General Obligation Bonds, Election of 2014, Series 2019

EXHIBIT B
NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Issuer: _____
Obligor: _____
Name of Bond Issue: _____
Date of Issuance: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Agreement, dated as of _____, between the Issuer and Keygent LLC, as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated: _____
Keygent LLC, as
Disclosure Dissemination Agent, on behalf of the Issuer

_____
cc: Issuer
Obligated Person

EXHIBIT C
EVENT NOTICE COVER SHEET

This cover sheet and material event notice will be sent to the Municipal Securities Rulemaking Board pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

_____

Issuer's Six-Digit CUSIP Number:

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

_____

Description of Material Event Notice (Check One):

1. ___ Principal and interest payment delinquencies
2. ___ Non-Payment related defaults
3. ___ Unscheduled draws on debt service reserves reflecting financial difficulties
4. ___ Unscheduled draws on credit enhancements reflecting financial difficulties
5. ___ Substitution of credit or liquidity providers, or their failure to perform
6. ___ Adverse tax opinions or events affecting the tax-exempt status of the security
7. ___ Modifications to rights of securities holders
8. ___ Bond calls
9. ___ Defeasances
10. ___ Release, substitution, or sale of property securing repayment of the securities
11. ___ Rating changes
12. ___ Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated person or their termination, if material
13. ___ Appointment of a successor or additional trustee or the change of the name or a bank trustee, if material
14. ___ Failure to provide annual financial information as required
15. ___ Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
16. ___ Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.
17. ___ Other material event notice (specify)_____

EXHIBIT D
DISCLOSURE DISSEMINATION AGENT FEE SCHEDULE

Continuing Disclosure	
Annual Filing Fees*	$500 per financing with a minimum annual fee of $2,000 and a maximum annual fee of $6,000 if number of outstanding financings exceed 12 (see Exhibit A for list of currently outstanding or pending financings)
Material Event Filing Fees	$500 per occurrence (covers all outstanding financings of the District that require filing)

CDIAC Report	
Annual Filing Fee*	$500 per financing (filing only required for debt issued after January 21, 2017)

*Please note that any reporting information that is needed from third party vendors will be billed back to the District at cost.

NONDISCRIMINATION/HARASSMENT 8900 (5145.3)

This policy shall apply to all acts constituting unlawful discrimination or harassment related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

The ~~Governing Board~~ **Board of Trustees** desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, **extracurricular**, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, ~~of~~ **targeted at** any student **by anyone**, based on the student's actual or perceived race, color, ancestry, national origin, nationality, **immigration status**, ethnicity, ethnic group identification, age, religion, marital or parental status, **pregnancy**, physical or mental disability, **medical condition**, sex, sexual orientation, gender, gender identity, ~~or~~ gender expression, **or genetic information**, or association with a person or group with one or more of these actual or perceived characteristics.

~~This policy shall apply to all acts related to school activity or to school attendance occurring within a district school. (Education Code 234.1)~~
Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, ~~includes~~ **may result from** physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also ~~shall include the creation of a hostile environment when the prohibited conduct~~ **occurs when prohibited conduct is** so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who ~~files~~ **reports** or ~~otherwise~~ participates in the **reporting of unlawful discrimination**, files ~~ing~~ or **participates in the filing of a complaint, or investigates or participates in the** investigation of a complaint or report ~~regarding an incident of~~ **alleging unlawful** discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students,

parents/guardians, and employees**. In addition, the Superintendent or designee shall post the district's policies prohibiting discrimination, harassment, intimidation, and bullying and other required information on the district's web site in a manner that is easily accessible to parents/guardians and students, in accordance with law and the accompanying administrative regulation.**

~~He/she~~ **The Superintendent or designee** shall provide training and**/or** information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the educational program. ~~He/she~~ **The Superintendent** shall report his or her findings and recommendations to the Board after each review.

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

~~If school personnel witness an act of discrimination, harassment, intimidation, or bullying, they shall take immediate steps to intervene when safe to do so. (Education Code 234.1)~~

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion ~~for~~ **when the** behavior ~~that~~ is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

~~The district designates the individual identified below as the employee responsible for coordinating the district's efforts to comply with state and federal civil rights laws, including~~

~~Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual shall also serve as the compliance officer specified in Board Policy 91200 - Uniform Complaint~~

~~Procedures as the responsible employee to handle complaints regarding unlawful discrimination, including discriminatory harassment, intimidation, or bullying, based on actual race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or any other legally protected status; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. (Education Code 234.1; 5 CCR 4621)~~
~~The coordinator/compliance officer is the Assistant Superintendent of Human Resources and may be contacted at:~~

~~Assistant Superintendent Human Resources~~
~~501 N. Crescent Way, Anaheim CA 92803~~
~~(714) 999-1512~~

Legal Reference:

EDUCATION CODE

200-262.4	**Educational equity**; prohibition of discrimination
48900.3	Suspension or expulsion for act of hate violence
48900.4	Suspension or expulsion for threats or harassment
48904	Liability of parent/guardian for willful student misconduct
48907	~~Student~~ Exercise of free expression; **rules and regulations**
48950	~~Freedom of~~ Speech **and other communication**
48985	Translation of notices
49020-49023	Athletic programs
49060-49079	**Student records**
51500	Prohibited instruction or activity
51501	Prohibited means of instruction
60044	Prohibited instructional materials

CIVIL CODE

1714.1 Liability of parent or guardian for willful misconduct of minor

PENAL CODE

422.55 Definition of hate crime

422.6 **Civil rights**; crimes ~~harassment~~

CODE OF REGULATIONS, TITLE 5

432 Student records
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972
12101-12213 Title II equal opportunity for individuals with disabilities

UNITED STATES CODE, TITLE 29

794 Section 504 of Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

12101-12213 Title II equal opportunity for individuals with disabilities
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.31 Disclosure of personally identifiable information
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 ~~Designation of responsible employee for Title IX~~ **Notice**
106.9 Notification of nondiscrimination on basis of sex

Board of Trustees:
Approved: November 5, 2015
Revised: TBD
E

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)
Assistant Superintendent, Human Resources
501 N. Crescent Way, Anaheim, CA 92801
(714) 999-1512

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 website 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.**

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EXHIBIT S

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 N. Crescent Way–P.O. Box 3520
Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

16th	day of	June	2022

by and between

Scaling Student Success, a project of Community Partners (fiscal sponsor)

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

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

WHEREAS such services and advice are not available at no cost from public agencies; and

WHEREAS Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Scaling Student Success (a project of Community Partners) will serve as the programmatic lead, convening participating districts, coordinating partner engagement, facilitating collaborative processes, creating/adopting tools, advancing enabling policies, and coordinating research.

Site/School:	All schools/ Education Division	Funds (Cost Center):	General Fund/LCFF

2. List of Other Supportive Staff or Consultants:

WestEd's REL West will serve as a research partner playing multiple roles to support the network.

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	August 1, 2022

and shall diligently perform as specified and complete performance by:

Date:	June 30, 2024

Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

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4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

As requested, information to research partner, the Regional Educational Laboratory, West (REL West), a center of WestEd. Other information to be determined and mutually agreed upon.

5. District shall pay Consultant the maximum amount of

$60,000 (over two years)

for services rendered pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

   a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

   b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

   Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

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8. This AGREEMENT is not assignable without written consent of the parties hereto.
9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

Scaling Student Success will facilitate networking opportunities, engagement with state and national leaders, development of supportive tools, passage of enabling state policies, coordination of cross-district research, and demonstration of success indicators (to be determined collectively) – all intended to deepen AUHSD's implementation of the 5Cs and inform state policies and practices to align with the whole child goals of AUHSD and other pilot districts.

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

Scaling Student Success facilitates the networking and shared learning among multiple school districts in California to deepen the work and impact of districts to realize the whole child outcomes articulated in AUHSD's 5Cs.

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

As a participant of the Reimagining CA Schools Innovation Pilot, AUHSD will host a study tour with participants from other districts across the state, host a 2-day "residency" (workshop) with leadership teams from other pilot districts, and coordinate the AUHSD team for study tours and residencies hosted by other participating districts.

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COMMON-LAW FACTORS
(IRS Revenue Rule 87-41)

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- ☐ **No Instructions**: The consultant will not be required to follow explicit instructions to accomplish the job.
- ☐ **No Training**: The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- ☐ **Work Not Essential to the Employer**: The employer's success or continuation does not depend on the services of the consultant.
- ☐ **Right to Hire Others**: The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- ☐ **Control of Assistants**: Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- ☐ **Not a Continuing Relationship**: If frequent, will be at irregular intervals, on call, or whenever work is available.
- ☐ **Own Work Hours**: Consultant will establish work hours for the job.
- ☐ **Time to Pursue Other Work**: Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- ☐ **Job Location**: Consultant controls job location, under district discretion, whether on employer's site or not.
- ☐ **Order of Work**: Consultant, rather than employer, determines order or sequence of steps in performance of work.
- ☐ **No Interim Reports**: Only specific pre-determined reports defined in the consulting agreement.
- ☐ **Basis of Payment**: Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- ☐ **Business Expenses**: Consultant is responsible for incidental or special business expenses.
- ☐ **Tools and Equipment**: Consultant furnishes the identified tools and equipment needed for the job.
- ☐ **Significant Investment**: Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- ☐ **Possible Profit or Loss**: Consultant does these (check valid items):
  - ☐ Hires, directs, pays assistants
  - ☐ Has equipment, facilities
  - ☐ Has a continuing and recurring liability
  - ☐ Performs specific jobs for prices agreed-upon in advance
  - ☐ Lists services in Business Directory
  - ☐ Other (explain) _____
- ☐ **Work for Multiple Employers**: Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- ☐ **Services Available to the General Public** (check valid items):
  - ☐ Maintains an office
  - ☐ Business license
  - ☐ Business signs
  - ☐ Advertises services
  - ☐ Lists services in Business Directory
  - ☐ Other (explain) _____
- ☐ **Limited Right to Discharge**: Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- ☐ **No Compensation for Non-Completion**: Responsible for satisfactory completion of job; no compensation for non-completion.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:	**DISTRICT:**
Typed Name of consultant **(same as page 1)**:	
Community Partners, on behalf of Scaling Student Success	**Anaheim Union High School District**
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Alicia Lara, President and CEO	Dr. Jaron Fried
Authorized Signature:	Signature of Assistant Superintendent:
DocuSigned by: Alicia Lara 3D8D6221D73B425...	
Street Address:	Street Address:
1000 N. Alameda Street, Suite 240	**501 N. Crescent Way, P.O. Box 3520**
City, State, Zip Code	City, State, Zip Code
Los Angeles, CA 90012	**Anaheim, CA 92803-3520**
Date:	Date:
May 31, 2022	June 17, 2022

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	
Partnership:	
Other/Specify:	501(c)(3) non-profit

Social Security Number* or	Federal Identification Number*
	95-4302067

*Or, initial below:

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

Telephone Number:	E-mail Address:
213-346-3200	Alicia.Lara@communitypartners.org

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Dr. Fried	Date:	6/1/22

EXHIBIT T

Contract Number 5001

AGREEMENT
FOR
CONSULTANT SERVICES
UCLA
Graduate School of Education & Information Studies

The Anaheim Union High School District, herein after referred to as The District, and The Regents of the University of California on behalf of the Introduction to Data Science (IDS) Project/UCLA SE&IS Center X, hereinafter referred to as Consultant, enter this agreement this **25th day of May 2022** and mutually agree as follows:

1. The District requires from time to time the services of a consultant in curricular areas.

2. The Consultant is a professional and is qualified to perform the services in the area of Introduction to Data Science (IDS) Professional Development as required by this agreement.

   Description of Services
   a. Develop and enhance teachers' content knowledge and instructional strategies aligned with the Common Core State Standards: High School Statistics and Probability.
   b. Improve student achievement through universal access pedagogical strategies, concept development, and real-word problem solving.
   c. Develop and maintain professional education communities that create opportunities for teacher networking and learning.
   d. Expand opportunities for professional leadership by developing a network of teacher leaders who are capable of assuming leadership roles in their profession.

3. While performing services hereunder, the Consultant is an independent contractor and not an officer, agent or employee of the District and he/she will not present himself/herself as an officer, agent or employee of the District.

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

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

6. This agreement is effective June 1, 2022 and shall continue in effect until terminated on June 30, 2023 and shall not exceed the sum of **$34,020 one year (2022-2023)** for training and support for IDS curriculum implementation.

   The fee shall be paid by the District. The fee includes coordinator fees, presenter fees, and presentation materials.

7. Consultant will provide the School/District with a bill for services provided, and payment will be based on days of service actually performed. The school/district will be billed in the following manner: see **Payment Schedule** below. Checks will be made payable to Regents of UC upon receipt of an invoice. Payment is due upon receipt of a UC invoice.

Payment Schedule:

Invoice #1:	December 2022	Amount: $17,010
Invoice #2:	March 2023	Amount: $17,010

8. Cancellation Policy: The District must notify the consultant at least 48 hours in advance of canceling a service. A fee of 50% of the contracted amount will be charged to the District if the service is cancelled within less than 48 hours.

9. UCLA's Federal Taxpayer Identification Number is 95-6006143

10. Please note that our Vendor Number is: 1000004459 UC REGENTS UCLA CENTER X

11. Professional Development:
Specific Dates: TBD
As noted in the IDS 2-Year Partnership Cost Structure document below and the MOU, a total of 13 days (78 hours) of professional development (PD) will be provided over the course of the 2-year partnership.

In this **Year 1 contractual period (2022-2023)**, the District will receive a total of 9 days/54 hours of IDS PD:
- 3 days (18 hours) of PD in June 2022
- 2 days (12 hours) of PD in August 2022
- 4 days of PD (24 hours) during the 2022-23 academic year
- PD rate: $6,750 per PD participant

In the **Year 2 contractual period (2023-2024)**, the District will receive a total of 4 days/24 hours of Advanced IDS PD:
- Focus: Advanced content and skills for teachers
- PD rate: $3,000 per PD participant

A separate contract for the Year 2 PD services will be drawn in spring 2023. This contract covers services and costs for Year 1 only (2022-2023).

12. Technology Access and Support
- See IDS 2-Year Partnership Cost Structure document below for technology package cost as of 2022.
- Technology rate: $15 per teacher, $6 per student
- All student and teacher license purchases are final, and no refunds will be given for unused portions of your subscription period. Student and teacher licenses are transferable until October of the academic year for year-long schedules, or three weeks after the start of the second semester of the academic year if schools are on a one course per semester schedule.
- See IDS Data Protection Policy document link below for our policy on data protection.

13. Links to Related Documents
- Link to IDS 2-Year Partnership Cost Structure
- Link to IDS Data Protection Policy

Anaheim Union High School District					
IDS Services: Contract #5001					
2022 - 2023 (12-month contract)					
	Cost	**Unit**	**Total Teachers**	**# Licenses**	**Cost**
Professional Development, Year 1 Teachers: Childers, Cook, Oakley, Smith	$6,750.00	per teacher	4		$27,000.00
Technology Licenses: Teachers: Cook, Oakley, Smith	$15.00	per month		3	$540.00
Technology Licenses: Students	$6.00	per month		90	$6,480.00
			TOTAL COST 2022-23		**$34,020.00**

District Partner Primary Contact: Amy Kwon, STEAM Coordinator
Phone: 714-224-6762
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

Provider Primary Contact: Ada Parsi, Director of Business Administration
Email: parsi@gseis.ucla.edu
Phone: 310-825-0862
Fax: 310-267-4751
The Regents of the University of California
UCLA School of Education & Information Studies/Center X
1320 Moore Hall
Box 951521
Los Angeles, CA 90095

Approved by UCLA Center X:

Ada Parsi _____ Ada Parsi _____ Date: 2/27/2022
Print name Authorizing signature

Director of Business Administration
Title

Approved by Anaheim Union High School District

Jaron Fried _____ Date: 6/17/22
Print name Authorizing signature

Assistant Superintendent of Educational Services
Title

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 NORTH CRESCENT WAY - ANAHEIM, CA - 92801
(714) 999-3520 Fax: (714) 635-5903
SPECIAL YOUTH SERVICES

EXHIBIT U

Contract to Provide

Independent Educational Evaluation
Comprehensive Vision Assessment

[redacted] the educational rights holder of [redacted] requested that the Anaheim Union High School District fund an independent comprehensive vision assessment and has requested that the District contract with Dr. Doug Stephey for the evaluation. The District has agreed to fund the evaluation pursuant to the Greater Anaheim SELPA IEE Policy and contract with Dr. Stephey to complete the evaluation under the following terms and conditions:

1. The District agrees to fund a comprehensive vision assessment to be conducted by Dr. Doug Stephey at a total cost not to exceed One Thousand Eight Hundred Dollars ($1,800).

2. In exchange for the total amount not to exceed $1,800, Dr. Stephey agrees to the following:
   a. Perform a comprehensive vision assessment.
   b. Create a written report.
   c. Attend an IEP meeting to review the evaluation and findings.

3. In addition to completing the foregoing, Dr. Stephey 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. Provide the District a copy of all protocols used in the evaluation. The protocols shall be provided with the written report.

   d. 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.

   e. Will be acting as an independent contractor and will not be working directly for the District.

4. 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.

5. 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.

6. Indemnification and Hold Harmless:

    a. To the fullest extent allowed by law, Dr. Stephey 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. Stephey or his directors, officers, agents, employees, volunteers or guests arising from Dr. Stephey'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. Stephey 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.

7. Parties shall cooperate in executing any documents and/or completing any actions necessary to implement this Agreement.

8. 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.

9. 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

10. This Agreement may be executed by fax signature such that a fax signature acts as an original.

The Parties hereto have approved this Agreement.

Dated: 5-23-22

By: DW Stephey
Dr. Doug Stephey

Anaheim Union High School District

Dated: 6/17/22

By: _____
Dr. Jaron Fried
Assistant Superintendent, Ed. Division

AGREEMENT

BETWEEN

COLLEEN PATTERSON

AND

ANAHEIM UNION HIGH SCHOOL DISTRICT

TO PROVIDE

BUSINESS CONSULTING SERVICES

THIS AGREEMENT is made and entered into this 1st day of July 2022, by and between Colleen Patterson with her principal office located at 2830 Canto Nubiado, San Clemente, CA 92673, hereafter referred to as "Consultant" and the ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD), 501 Crescent Way, Anaheim, CA 92801, hereinafter referred to as "the District."

WHEREAS, the District is in need of special services and advice related to school fiscal and business matters; and

WHEREAS, such services and advice are not available without cost from public agencies; and

WHEREAS, the Consultant is specially trained, experienced and competent to provide the special services and advice required; and

WHEREAS, such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED BY CONSULTANT: Colleen Patterson to provide consultant services and report directly to the District's Assistant Superintendent. As part of the Agreement, Colleen Patterson will consult with the Assistant Superintendent of AUHSD. The services will be provided on an as needed basis to assist on an independent contractor basis with the District.

2. The Consultant will be available from July 9, 2022, through June 30, 2023 (the "Term"). Consistent with an independent contractor relationship, Consultant will determine acceptance of requested consulting tasks, and control the location, hours and days when she is available. Consultant will also determine the method, details and means of performing the above-described services, and will maintain a log of tasks done and hours worked. Consultant will not be obligated to work in excess of 35 hours per week nor any particular hours or days. During the term of this Agreement Consultant is free and able to work, consult with or advise other employing or engaging parties in her sole discretion, including work for charitable organizations, charter schools or schools in which she is, or becomes currently involved. Consultant understands that she is not an employee of the District during the Term of this Agreement.
3. The District will prepare and furnish to the Consultant upon request such information as is reasonably necessary to the successful performance of the Consultant.
4. The District shall compensate Colleen Patterson during the Term at the rate of $125 per hour, not to exceed $20,000, excluding all expenses such as mileage, parking, transportation, lodging, meals, and materials. Payment shall be made after submission of an invoice to the District. The Consultant shall not be entitled to receive any additional compensation, benefits or other consideration for services under this Consulting Agreement, and is solely and directly responsible for any tax related obligations arising out of the consideration received for consulting services.
5. CONSULTANT agrees to carry a comprehensive general insurance policy with limits of one million dollars ($1,000,000) per occurrence combined single limit in a form mutually acceptable to both parties to protect CONSULTANT and the District against liability or claims of liability which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary and any insurance carried by the District shall be excess and noncontributory." No later than the actual

start date, CONSULTANT shall provide the District with certificates of insurance evidencing coverage and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name the District and its board, officers, agents and employees as additional insured under said policy.

6. Indemnification. Each party shall defend any third party claim against the other party arising from the death of or physical injury to any person or damage to the indemnified party's property to the extent proximately caused by the negligence of the indemnifying respective officers, directors and employees from and against damages, liabilities and reasonable costs and expenses, including reasonable legal fees incurred in connection therewith.

7. The 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 the District's Superintendent, or designee shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three days after the day of mailing whichever is sooner.

8. This Consulting agreement is not assignable without written consent of the parties hereto.

9. Consultant shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including worker's compensation.

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be executed.

CONSULTANT:	Anaheim Union High School District:
by Colleen Patterson	by _____
Colleen Patterson Consultant	Nancy Nien Assistant Superintendent
May 22, 2022 (Date)	_____ (Date)

STRADLING YOCCA CARLSON & RAUTH
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
44 MONTGOMERY STREET, SUITE 4200
SAN FRANCISCO, CA 94104
TELEPHONE (415) 283-2240
FACSIMILE (415) 283-2255

DAVID G. CASNOCHA
DIRECT DIAL: (415) 283-2241
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ORANGE COUNTY
(949) 725-4000
SAN DIEGO
(858) 926-3000
SAN FRANCISCO
(415) 283-2240
SANTA BARBARA
(805) 730-6800
SANTA MONICA
(424) 214-7000
SACRAMENTO
(916) 449-2350
RENO
(775)393-1950

EXHIBIT W

BOND COUNSEL AGREEMENT

THIS AGREEMENT, entered into as of the 17th day of June, 2022 by and between the ANAHEIM UNION HIGH SCHOOL DISTRICT (the "District"), a school district duly organized and existing under and pursuant to the laws of the State of California, and the law firm of STRADLING YOCCA CARLSON & RAUTH, a Professional Corporation ("Bond Counsel").

WITNESSETH:

WHEREAS, the District desires to be provided with bond counsel services in connection with the District's potential 2022 solicitation of voter approval for issuance of general obligation bonds (the "Bonds");

NOW, THEREFORE, the District and Bond Counsel do mutually agree as follows:

1. Bond Counsel shall provide the necessary legal services in connection with the authorization, sale and consummation of the financing proceedings. Such services shall include the following:

Pre-Election Services

a. confer with the District at its request on its plans for a bond election;

b. confer with the District on the legal issues relating to the voter survey and campaign organization, as well as answer questions regarding the appropriate use of public moneys for these activities including answering all questions regarding the "do's and don'ts" of campaign activities of the District;

c. draft the resolution necessary to call the bond election, including the 75-word ballot statement and the Full Ballot Text/Project List;

d. confer with and advise the District as to the ballot measure, tax rate statement and ballot arguments;

e. confer and consult with the officers and administrative staff of the District and Orange County as to the procedures applicable to such election and financing proceedings and as to any other matters relating to the elections and financing proceedings; and

f. attend all meetings of the District at which the election and financing proceedings are to be discussed, when requested to attend or when attendance is deemed necessary for the proper planning or conduct of the financing proceedings.

Post-Election Services

a. prepare the resolutions certifying the election results and establishing a Citizens' Oversight Committee, including the preparation of the By-laws for the Citizens' Oversight Committee;

b. attend organization meeting of Citizens' Oversight Committee and explain the role and responsibilities of the Committee;

c. prepare all resolutions and other legal documents necessary for the proper conduct of the financing proceedings;

d. prepare, review and explain to the District relevant tax certificates;

e. prepare all certificates and closing documents required to accompany delivery of the bonds;

f. prepare the Preliminary and Final Official Statements relating to the sale of the bonds and advise the District as to its compliance with applicable securities laws;

g. deliver advice on ongoing disclosure requirements and prepare certificates and agreements required to comply with all applicable Federal securities laws;

h. assist the District in preparing for rating agency presentations, and attend all rating agency and bond insurance company presentations in connection with the bonds;

i. engage in negotiations with the bond insurance companies over the terms of any bond insurance commitment;

j. provide the legal opinion that the interest borne by the bonds is excludable from Federal income taxes and State of California personal income taxes and approving in all regards the legality of all proceedings for the authorization, sale and delivery of the bonds relating to the financing;

k. provide all other necessary services generally expected of bond counsel not listed above;

l. prepare and provide a complete transcript of the conduct of the proceedings necessary to accompany delivery of the bonds; and

m. answer follow-up questions of the District and the Citizens' Oversight Committee, after the bond closing, relating to the bond issuance and tax compliance.

2. Bond Counsel shall assign primary responsibility for providing these services to David G. Casnocha and Carlos Villafuerte.

Fees

3. Payment of any fee to Bond Counsel is contingent on the successful election and issuance of bonds. Bond counsel shall charge a fee of $65,000 for each series of Bonds issued.

In addition to that fee, Bond Counsel shall be reimbursed for all out-of-pocket expenses. Out-of-pocket expenses include word processing, photocopying, travel, express mail charges and the like. If the ballot measure authorizing the bond does not receive the requisite votes, Bond Counsel shall not charge any fee for time or out-of-pocket disbursements.

As disclosure counsel Bond Counsel will prepare both the Official Statement for the bonds and provide other services described herein. For preparation of the Official Statement, Bond Counsel shall charge a fixed fee of $22,500 per series of bonds. This fee for the Official Statement is in addition to the fee for acting as Bond Counsel.

4. Such aforesaid fees are payable at the time of delivery of the financing documents and consummation of the financing and are expected to be paid from the proceeds of the financing.

5. Bond Counsel warrants that no person has been employed to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the District the right to terminate this contract, or in its discretion to deduct from the Bond Counsel's fee. The foregoing rights are not intended to limit other remedies available to the District in the event of a breach contemplated by Section 5, nor is it intended to limit the right to terminate this contract to a breach contemplated by this section.

6. Bond Counsel shall not assign or transfer any interest in this contract except that claims for moneys due or to become due under the contract may be assigned to a bank, trust company, or other financial institution.

7. This Agreement shall also govern the issuance of any refunding bonds issued to refund the Bonds.

8. Bond Counsel shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, or physical handicap. Bond Counsel shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin, marital status, or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

9. Bond Counsel shall maintain errors and omissions insurance appropriate to a municipal securities practice in the coverage amount of $50,000,000 or more during the term of this Agreement.

10. The term of this Agreement shall commence as of the date hereof and extend until termination by Bond Counsel or the District. This Agreement may be terminated by either party with or without cause following 30 days written notice of such termination.

11. It is expressly understood and agreed by both parties that Bond Counsel is an independent contractor and not an officer, agent or employee of the District.

IN WITNESS WHEREOF, the District and Bond Counsel have executed this Agreement the day and year first above written.

STRADLING YOCCA CARLSON & RAUTH, a Professional Corporation

By: _____
David G. Casnocha
Shareholder

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____
Nancy C. Nien, Ph.D.
Assistant Superintendent, Business Services

EXHIBIT X

2022-2023

AGREEMENT BETWEEN THE

NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM

AND THE ANAHEIM UNION HIGH SCHOOL DISTRICT

FOR

ROP CAREER GUIDANCE SPECIALIST SUPPORT SERVICES

THIS AGREEMENT, made and entered into effective the 1st day of July 2022, by and between the Anaheim Union High School District of Orange County, with principal offices located at 501 N. Crescent Way, Anaheim, California 92801, hereinafter referred to as the DISTRICT and the North Orange County Regional Occupational Program with principal offices located at 385 N. Muller St., Anaheim, California 92801, hereinafter referred to as PROGRAM.

WITNESSETH:

NOW, THEREFORE, the DISTRICT agrees to provide district personnel as requested by PROGRAM to service programs maintained by PROGRAM in the DISTRICT as follows:

I. THE FOLLOWING district personnel assigned to the PROGRAM career guidance specialist support services and the proportion time to be spent by each employee on such programs is agreed to be expressed as a percentage of the full-time equivalent position. The CAREER GUIDANCE SPECIALIST will be assigned to ROP career guidance and support services functions as determined by the DISTRICT, PROGRAM, and the school site administration to which the employee is regularly assigned. The PROGRAM will provide to the district superintendent and school site principal a statement of performance objectives for each career guidance specialist within their district, which will be part of the evaluation process.

II. TERMS OF THE AGREEMENT. In consideration of the furnishing of the services by district personnel as stated herein, the DISTRICT shall be reimbursed by the PROGRAM for the

total cost of providing such services, calculated as follows:

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, 2022, through June 30, 2023, 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, Ph.D., Assistant Superintendent, Business SUPERINTENDENT OR DESIGNEE ANAHEIM UNION HIGH SCHOOL DISTRICT	DANA LYNCH, SUPERINTENDENT NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM

ANAHEIM UNION HIGH SCHOOL DISTRICT

2022-2023 ROP CAREER GUIDANCE SPECIALIST SUPPORT SERVICES

ADDENDUM

District	ROP Career Guidance Specialist Support Services		
Anaheim Union	Projected Total Number of Sections	Cost Per Section	Projected Annual Cost for PROGRAM
	255.8	$ 1,250	$319,750

Consulting Services Agreement

This consulting services agreement is made and entered into as of this 1st day of July 2022, by and between ANAHEIM UNION HIGH SCHOOL DISTRICT, a California School District (the **"District"**) and W STRATEGIES LLC, a California Limited Liability Company (the **"Consultant"**).

The District is organized as a public school district and wants to engage the Consultant to provide special services and advice in the form of Funding Advocacy and Government Relations activities.

The Consultant is specially trained, experienced, and competent to provide the special services and advice and has performed the same or similar activities for others. The parties therefore agree as follows:

1. ENGAGEMENT; SERVICES.

(a) **Engagement.** The District retains the Consultant to provide, and the Consultant shall provide, the services described in **Exhibit A** (the **"Services"**).

(b) **Services.** Without limiting the scope of Services described in **Exhibit A**, the Consultant shall:

(i) devote as much productive time, energy, and ability to the performance of its duties under this agreement as may be necessary to provide the required Services in a timely and productive manner;

(ii) perform the Services in a safe, good, and workmanlike manner by fully trained, skilled, competent, and experienced personnel using at all times adequate equipment in good working order;

(iii) communicate with the District about progress the Consultant has made in performing the Services;

(iv) supply all tools, equipment, and supplies required to perform the Services, except if the Consultant's work must be performed on or with the District's equipment;

(v) ensure that all materials and equipment furnished to its personnel is of good and merchantable quality, unless otherwise agreed by the District;

(vi) provide services (including the Services) and end products that are satisfactory and acceptable to the District and free of defects; and

(vii) remove, replace, or correct all or any portion of the work or end products found defective or unsuitable, without additional cost or risk to the District.

(c) **Legal Compliance.** The Consultant shall perform the Services in accordance with standards prevailing in the industry, and in accordance with applicable laws, rules, or regulations. The Consultant shall obtain all permits or permissions required to comply with those standards, laws, rules, or regulations. This shall include:

(i) **Lobbyist Registration.** As a lobbyist employer, the District is required to file a Form 602 with the California Secretary of State, a quarterly Form 635, and register with the United States Congress. The Consultant will prepare all forms for signature and will file the forms on behalf of the District. All filing fees will be the responsibility of the District.

(d) **District's Obligations.** The District shall make timely payments of amounts earned by the Consultant under this agreement and notify the Consultant of any changes to its procedures affecting the Consultant's obligations under this agreement at least 30 days before implementing those changes.

2. TERM AND TERMINATION.

(a) **Term.** This agreement will become effective as described in section 21. Unless it is terminated earlier in accordance with subsection 2(b), this agreement will continue during the term set forth in **Exhibit A** (the **"Term"**).

(b) **Termination.** This agreement may be terminated:

(i) by either party on provision of 30 days' written notice to the other party, with or without cause;

(ii) by either party for a material breach of any provision of this agreement by the other party, if the other party's material breach is not cured within 30 days of receipt of written notice of the breach; or

(iii) by the District at any time and without prior notice, if the Consultant fails or refuses to comply with the written policies or reasonable directives of the District, or is guilty of serious misconduct in connection with performance under this agreement.

(c) **Effect of Termination.** After the termination of this agreement for any reason, the District shall promptly pay the Consultant for Services rendered before the effective date of the termination. No other compensation, of any nature or type, will be payable after the termination of this agreement.

3. COMPENSATION.

(a) **Terms and Conditions.** The District shall pay the Consultant in accordance with the Fee Schedule set forth in **Exhibit A** upon receipt from the Consultant of a monthly invoice to the District reflecting the fee and including any reimbursable expenses incurred for such month.

(b) **No Payments in Certain Circumstances.** No payment will be payable to the Consultant under any of the following circumstances:

(i) if prohibited under applicable government law, regulation, or policy;

(ii) if the Consultant did not directly perform or complete the Services described in **Exhibit A**;

(iii) if the Consultant did not perform the Services to the reasonable satisfaction of the District; or

(iv) if the Services performed occurred after the expiration or termination of the Term, unless otherwise agreed in writing.

(c) **No Other Compensation.** The compensation set out above and in **Exhibit A** will be the Consultant's sole compensation under this agreement.

(d) **Expenses.** Any ordinary and necessary expenses incurred by the Consultant or its staff in the performance of this agreement will be the Consultant's sole responsibility. Subject to prior written authorization from the District, the District shall reimburse the Consultant for all itemized expenses with third party vendors incurred while providing Services as defined herein on behalf of the District.

(e) **Taxes.** The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this agreement, and for all obligations, reports, and timely notifications relating to those taxes. The District has no obligation to pay or withhold any sums for those taxes.

(f) **Other Benefits.** The Consultant has no claim against the District under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

4. NATURE OF RELATIONSHIP.

Independent Contractor Status.

(i) The relationship of the parties under this agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority;

(ii) The Consultant has the sole right to control and direct the means, details, manner, and method by which the Services will be performed, and the right to perform the Services at any time, place, or location. The Consultant or the Consultant's staff shall perform the Services, and the District is not required to hire, supervise, or pay any assistants to help the Consultant perform those Services. The Consultant shall provide insurance coverage for itself and its staff.

5. USE OF TRADEMARKS.

The Consultant may use, reproduce, and distribute the District's service marks, trademarks, and trade names (if any) (collectively, the **"District Marks"**) in connection with the performance of the Services. Any goodwill received from this use will accrue to the District, which will remain the sole owner of the District Marks. The Consultant may not engage in activities or commit acts, directly or indirectly, that may contest, dispute, or otherwise impair the District's interest in the District Marks. The Consultant may not cause diminishment of value of the District Marks through any act or representation. The Consultant may not apply for, acquire, or claim any interest in any District Marks, or others that may be confusingly similar to any of them, through advertising or otherwise. At the expiration or earlier termination of this agreement, the Consultant will have no further right to use the District Marks, unless the District provides written approval for each such use.

6. CONFIDENTIAL INFORMATION.

(a) **Confidentiality.** During the Term, the Consultant may have access to or receive certain information of or about the District that the District designates as confidential or that, under the circumstances surrounding disclosure, ought to be treated as confidential by the Consultant (**"Confidential Information"**). Confidential Information includes information relating to the District or its current or proposed business, financial statements, budgets and projections, identifying information, potential and intended contracting, employers, products, computer programs, specifications, manuals, software, analyses, strategies, marketing plans, legal plans, and other confidential information, provided orally, in writing, by drawings, or by any other media. The Consultant will treat the Confidential Information as confidential and will not disclose it to any third party or use it for any purpose but to fulfill its obligations in this agreement. In addition, the Consultant shall use due care and diligence to prevent the unauthorized use or disclosure of such information.

(b) **Exceptions.** The obligations and restrictions in subsection (a) do not apply to that part of the Confidential Information that:

(i) was or becomes publicly available other than as a result of a disclosure by the Consultant in violation of this agreement;

(ii) was or becomes available to the Consultant on a nonconfidential basis before its disclosure to the Consultant by the District, but only if:

A. the source of such information is not bound by a confidentiality agreement with the District or is not otherwise prohibited from transmitting the information to the Consultant by a contractual, legal, fiduciary, or other obligation; and

B. the Consultant provides the District with written notice of its prior possession either (I) before the effective date of this agreement or (II) if the Consultant later becomes aware (through disclosure to the Consultant) of any aspect of the Confidential Information as to which the Consultant had prior possession, promptly on the Consultant so becoming aware;

(iii) is requested or legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar processes), or is required by a regulatory body, to be disclosed. However, the Consultant shall:

A. provide the District with prompt notice of these requests or requirements before making a disclosure so that the District may seek an appropriate protective order or other appropriate remedy; and

B. provide reasonable assistance to the District in obtaining any protective order. If a protective order or other remedy is not obtained or the District grants a waiver under this agreement, the

Consultant may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of counsel reasonably acceptable to the District, the Consultant is legally compelled or otherwise required to disclose. However, the Consultant shall make reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any part of the Confidential Information disclosed in this way; or

(iv) was developed by the Consultant independently without breach of this agreement.

(c) **Obligation to Maintain Confidentiality.**

(i) **Confidentiality**. At all times during its work with the District, the Consultant shall hold in strictest confidence, and not use, except for the benefit of the District, or to disclose to any person, firm, or corporation without the prior written authorization of the District,

any of the District's Confidential Information. The Consultant's obligation to maintain confidentiality shall survive the termination of the agreement.

(d) **Remedy.** Money damages may not be a sufficient remedy for any breach of this section by the Consultant and, in addition to all other remedies, the District may seek (and may be entitled to) as a result of such breach, specific performance and injunctive or other equitable relief as a remedy.

7. REPORTING.

The Consultant shall report to the Superintendent or such other officer or employee as may be designated by the District. The Consultant shall provide a monthly written summary report to the District on its progress. Reports shall consist of an overview of relevant activity for the period, upcoming deadlines, and any other information needed by the District's leadership to achieve identified goals.

8. OTHER ACTIVITIES.

During the Term, the Consultant is free to engage in other independent contracting activities, except that the Consultant may not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Consultant's obligations or the scope of Services to be rendered for the District under this agreement.

9. RETURN OF PROPERTY.

Within 30 days of the expiration or earlier termination of this agreement, the Consultant shall return to the District, retaining no copies or notes, all District products, samples, models, property, and documents relating to the District's business including reports, abstracts, lists, correspondence, information, computer files, computer disks, and other materials and copies of those materials obtained by the Consultant during and in connection with its work with the District. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork or creative work, notebooks, and similar items relating to the District's business, whether prepared by the Consultant or by others, remain the District's exclusive property.

10. INDEMNIFICATION.

(a) **Of District by Consultant.** At all times after the effective date of this agreement, the Consultant shall indemnify the District from all damages, liabilities, expenses, claims, or judgments (including interest, penalties, reasonable attorneys' fees, accounting fees, and expert witness fees) (collectively, the **"Claims"**) that the District may incur and that arise from:

(i) the Consultant's carrying out of its obligations under this agreement, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents;

(ii) the Consultant's breach of any of its obligations or representations under this agreement; or

(iii) the Consultant's breach of its express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If a regulatory body or court of competent jurisdiction finds that the Consultant is not an independent contractor or is not in compliance with applicable laws related to work as an independent contractor, based on the Consultant's own actions, the Consultant will assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Consultant or the District resulting from that contrary interpretation, including taxes, assessments, and penalties that would have been deducted from the Consultant's earnings if the Consultant had been on the District's payroll and employed as a District employee.

(iv) Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

(b) **Of Consultant by District.** At all times after the effective date of this agreement, the District shall indemnify the Consultant from all Claims that the Consultant may incur arising from:

(i) the District's negligent or willful misconduct in operation of its business;

(ii) the District's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party; or

(iii) the District's breach of any of its obligations or representations under this agreement, which shall be limited to the amount of any compensation reimbursable expenses owed to Contractor. However, the District is not obligated to indemnify the Consultant if any of these Claims result from the Consultant's own actions or inactions.

11. FORCE MAJEURE.

A party will not be considered in breach or in default because of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's

reasonable control (each a **"Force Majeure Event"**). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

(a) notify the other party of the Force Majeure Event and its impact on performance under this agreement; and

(b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.

12. GOVERNING LAW.

(a) **Choice of Law.** The laws of the state of California govern this agreement (without giving effect to its conflicts of law principles).

(b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Orange County, California.

13. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

14. ASSIGNMENT AND DELEGATION.

(a) **No Assignment.** Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.

(b) **No Delegation.** Neither party may delegate any performance under this agreement, except with the prior written consent of the other party.

(c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section, it is void.

15. COUNTERPARTS; ELECTRONIC SIGNATURES.

(a) **Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

(b) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

16. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

17. NOTICES.

(a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) **Addresses.** A party shall address notices under this section to a party at the following addresses:

If to the District:

Anaheim Union High School District
Attention: Michael Matsuda, Superintendent
501 N. Crescent Way
Anaheim, California 92801

If to the Consultant:

W Strategies LLC
Attention: Austin Webster, Principal
1308 19th Street
Sacramento, California 95811

(c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and

(b).

18. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

19. ENTIRE AGREEMENT.

This agreement constitutes the entire agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

20. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

21. EFFECTIVENESS.

This agreement will become effective upon sufficient approval and signature by the District. This agreement shall remain in full force for the term set forth in **Exhibit A**, unless otherwise terminated as set forth herein.

22. NECESSARY ACTS; FURTHER ASSURANCES.

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

Anaheim Union High School District

Date:_____ By:_____

Name: Nancy C. Nien, Ph.D.
Title: Assistant Superintendent, Business

W Strategies LLC

Date: 5/23/22 By:_____

Name: Austin Webster
Title: Principal

EXHIBIT A

SERVICES, SPECIFICATIONS, TERM, AND COMPENSATION

1. SERVICES.

The Consultant shall perform the following services: Funding Advocacy and Government Relations.

2. SPECIFICATIONS.

The parties agree that specifications about the services will be provided in a proposal for services to accompany this document and incorporated herein.

3. TERM.

The term of this agreement shall be from July 1, 2022 through June 30, 2023.

4. COMPENSATION.

As full compensation for the Services rendered under this agreement, the District shall pay the Consultant a monthly fee of $5,000.00, payable during the term of the agreement.

(A) The first installment of $5,000.00 shall be billed on 07/01/2022.

District Initials _____

Consultant Initials 

Interagency Agreement

Return a signed copy of this form by one of the following methods:

- Upload to: CNIPS in "Checklist Items:
- Fax: 916-445-5731
- Mail: School Nutrition Programs Unit County Analyst California Department of Education
  1430 N Street, Suite 4503
  Sacramento, CA 95814

Please check appropriate box:

- We did not change this sample

✓We changed this sample and highlighted our changes

Agreement

This Interagency Agreement between the parties named below authorizes the school food authority (SFA) to claim reimbursement in the Child Nutrition Information and Payment System (CNIPS) for meals it serves to students enrolled in the recipient school or agency. Both parties agree that the recipient school or agency is listed as a site under the administering SFA's Permanent Single Agreement (PSA) with the California Department of Education (CDE) Nutrition Services Division (NSD) to operate the federal child nutrition programs.

Anaheim Union High School District
SFA Name

CNIPS ID:02063 Vendor ID:66431Z

Anaheim Elementary School District
Recipient School/Agency Name

CNIPS ID (if applicable):_____ Vendor ID:_____

If the recipient school/agency was previously operating under the Permanent Single Agreement of another SFA, identify that SFA below.

_____

CNIPS ID:_____ Vendor ID:_____

Effective and Expiration Dates

This Agreement begins on July 1, 2022 and ends on June 30, 2027.

This Interagency Agreement (hereinafter referred to as **Agreement**) executed in duplicate and entered into on July 1, 2022 between the **School Nutrition Program Sponsor**, hereinafter referred to as the **SFA**, and the **Recipient School District or Agency**, hereinafter referred to as **Recipient**, is created for the purpose of providing (check all that apply):

Meals Provided

✓Lunches served under the:

✓National School Lunch Program

✓Seamless Summer Feeding Option

- Child and Adult Care Food Program
- Summer Food Service Program

✓Breakfasts served under the:

✓School Breakfast Program

✓Seamless Summer Feeding Option

- Child and Adult Care Food Program
- Summer Food Service Program

✓Snacks served under the:

✓National School Lunch Program

- Child and Adult Care Food Program

- Suppers served under the Child and Adult Care Food Program

Both parties hereby agree that:

1. **Recipient** retains **SFA** as its exclusive agent to manage and operate the **Recipient's** federal child nutrition programs indicated above.

2. Notwithstanding the provisions of Paragraph 4 below, if at any time **Recipient** no longer meets the eligibility requirements to participate in the federal child nutrition programs (CNP), **Recipient** will immediately notify **SFA** and **SFA** will drop **Recipient** from participation under its PSA. If at any time **SFA's** PSA is terminated, **SFA** will immediately notify **Recipient** and the termination of **SFA's** PSA shall constitute cause under Paragraph 4 below.

3. **SFA** will obtain CDE approval for this Agreement and then include all participating **Recipient** sites in its PSA with the CDE.

4. **Term**:

   a. Once approved by the CDE, this Agreement becomes effective as of the date indicated on page 2 for a term of **five (5) years**.
   b. Either party may terminate this Agreement at any time without cause for convenience with two (2) years written notice to the other.
   c. Either party may terminate this Agreement for cause with a 1-year written notice if either party breaches a provision of this Agreement ("cause"). The non-breaching party shall give the other party written notice of such cause. If the cause is not remedied within 10 days, the non-breaching party shall give a 60-day written notice to the breaching party of its intent to terminate this Agreement upon expiration of the 60-day period. The 60-day written notice shall include the cause for such termination, and if such cause is not remedied within the 60-day period, termination shall be effective as of the date specified in the notice or one (1) year after the expiration of the 60-day period whichever is later.
   d. **SFA** will provide a written notice of termination to the CDE NSD. The written notice of termination will include documents from either **SFA** or **Recipient** regarding the basis for termination.
   e. These rights of termination are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

5. **Claims Reimbursement and Revenue**:

   a. **SFA** will represent **Recipient** as the CNP sponsor and will claim reimbursement monthly from the CDE for all meals and snacks served to children participating in **Recipient's** program(s) indicated on page 2 of this Agreement. **SFA** will comply with all State and Federal regulations related to the National School Breakfast, Lunch and After School Snack Programs. **SFA** will only claim reimbursement for complete meals or snacks served to students, according to each child's eligibility category, at the rate of one breakfast, lunch, and/or snack per child per day. **SFA** shall provide **Recipient** copies of its monthly claim for reimbursement and supporting documentation if requested.

      1. **Recipient** and **SFA** shall be jointly responsible for protecting the anonymity of all children receiving free or reduced price meals and snacks and for establishing methods of ensuring such anonymity.

      2. The **Recipient** will collaborate with the **SFA** to develop materials that encourage parents, who have children in both districts, to continue submitting alternate income forms for their secondary students.

Internal Controls:

b. **SFA** will perform the point-of-service meal counts. **SFA** food service employees performing point-of-service meal counts and completing required documents shall be hired, trained and employed by **SFA. SFA** will ultimately be responsible for meal counts and claiming accountability.
c. **SFA** will perform the required daily and monthly meal count edit checks.
d. **SFA** will be responsible for any over claims identified during a review or audit, and will reimburse the CDE accordingly.
e. **SFA** will administer the collection of all cash receipts.
f. In compliance with the California Universal Meals Mandate, **SFA** will implement Community Eligibility Provision at all **Recipient** schools.
g. For school sites for which Community Eligibility Provision (CEP) applies, pursuant to Federal and State requirements for CEP, **Recipient** agrees to reimburse **SFA** for the difference between Federal reimbursements and the cost of providing all meals and snacks at no charge upon receipt of an itemized invoice with copies of records and documents submitted by **SFA** to the CDE.
h. **SFA** will share eligibility data and associated calculations, by school, related to CEP.
i. In the event **Recipient** schools no longer qualify for CEP or if CEP is no longer an option, **SFA** will comply with National School Breakfast and Lunch requirements to conduct the free and reduced price meal application process. As such, **SFA** will provide **Recipient** with free and reduced price meal application, program eligibility criteria and other informational materials, forms, and letters to households for **Recipient** to use for the distribution and collection of applications.

6. **Costs and Expenses:**

(a) Except as provided in this Agreement, **SFA** shall be responsible for the following operating costs and expenses:

1. Food, operational supplies and materials for use in **Recipient's** CNP.

2. Administrative expenses associated with the provision of services for **Recipient's** CNP.

3. Wages, taxes, and benefits for all the **SFA's** employees.

4. **SFA** shall pay no more than 1.5 hours of **Recipient** custodial time per school day, per school location, when meals are provided by SFA, as documented on the Monthly PAR (personnel activity report) Reports. **SFA** shall pay no more than .5 hours of **Recipient** custodial time per summer school day, per school location where meals are provided by the **SFA. Recipient** shall send Monthly PAR Reports to **SFA**. Billing and payments for custodial time wages, taxes, and benefits shall occur quarterly.

Recipient is responsible for ensuring the names of custodians and corresponding hourly wages are accurately reflected on the quarterly invoice statements. The actual charges will be calculated on current costs at the time of billing except that any retroactive labor costs resulting from salary negotiations will be added to the first billing subsequent to the incursion of said retroactive costs. Custodial time will be documented by daily PARs as required by federal regulations. Each school custodian will be required to record actual time spent conducting work solely for the food service areas, will sign off on time and have the school site administrator's signature and date recorded to document each pay period. **SFA** will reconcile the Monthly PAR Reports to the quarterly invoice statements.

5. **Recipient** will be responsible for arranging for pest control services for all school campuses, including warming centers.

6. The contracted pest control company shall send an invoice to the **Recipient** for the prorated portion of the total bill that is related solely to the warming center. The **Recipient** will then bill the **SFA** for the prorated portion.

7. All other allowable costs of business arising from **SFA's** performance of this Agreement, include but are not limited to: office supplies, postage, liability and other insurance maintained pursuant to the Agreement, fire and extended coverage insurance on **SFA's** property, kitchen supplies, janitorial supplies, uniforms, linens, laundry, paper goods, disposables, licenses, permits, miscellaneous supplies and services, and taxes whether retroactively or prospectively assessed, amortization and interest for contribution, if any.

8. **SFA** will pay for the electricity, gas, and water utility costs incurred at each of **Recipient's** school site food service areas that has separate meters or utility lines that serve only the school food service area (i.e., warming kitchen and serving area) to charge utilities directly based on the quantified, exact benefit to food service operations. Otherwise, **Recipient** shall pay for electricity, gas, and water utility costs at **Recipient's** school site locations that do not have separate meters or utility lines.

9. **SFA**, in its sole discretion, shall bill and collect sales and use taxes, if applicable, on all meals, snacks, and services rendered to **Recipient** or to others on **Recipient's** premises. If the parties disagree as to the taxability of any meals, snacks or services, **SFA** agrees to promptly obtain a ruling from the appropriate governmental authority. If the parties disagree as to the taxability of any meal(s) or snacks(s) and in the event additional taxes are assessed against **SFA** including interest and penalties, other than from vending sales or sales to the general public, **Recipient** shall immediately reimburse **SFA** upon demand. In the event it is determined

that a refund is due to **SFA** other than from vending sales or sales to the general public, **SFA** shall return the same, including any interest thereon, to **Recipient**. **Recipient** shall indemnify **SFA** against any liability or assessment, including related interest and penalties, arising from a tax assessment and shall pay reasonable collection expenses, attorney's fees and costs incurred in connection with the enforcement of the indemnity. Nothing herein is intended to absolve **SFA** from the payment of employee taxes or city, state or federal income taxes. The foregoing obligation shall survive the termination of this Agreement and continue until the applicable statute of limitation period has expired.

7. **Meal and Snack Standards and Service:**

(a) **SFA** will provide meals and snacks on school days, including summer, that comply with the nutrition standards established by the U.S. Department of Agriculture (USDA). All food and beverages for meals and snacks shall comply with California Education Code requirements. In the event of an emergency parties will meet and confer to determine services required on Recipient's sites.

(b) The term "school day" or "school days" shall mean all regular instructional days, minimum days, short days and summer school days identified on **Recipient's** School Year Calendar, a copy of which **Recipient** shall provide **SFA** by May 1 before the start of the next school year. The term "school day" or "school days" shall also mean Saturday School Days as scheduled by **Recipient** with no less than two (2) weeks advance notice to **SFA**.

(c) **SFA** will determine the number of meals and snacks needed based on enrollment and prior meal participation data.

a. **Recipient** will ensure all current and new students are uploaded to **SFA's** computer system at least one week before the start of the new **Recipient** school year.

(d) **SFA** will provide and implement an accurate point of service meal count system that eliminates the potential for the overt identification.

(e) No later than one (1) week prior to the end of each month, **SFA** will provide to **Recipient** a monthly menu specifying the meals and snacks to be served the next month. **SFA** will be responsible for developing menus to meet the needs of students with medical or special dietary needs or disabilities.

(f) All meals and snacks, including those for field trips, will be transported from **SFA's** Central Kitchen to **Recipient's** school site locations listed on the attached Exhibit A.

(g) **SFA** will serve meals and snacks according to the Bell Schedule set by each **Recipient** school. **Recipient** will provide **SFA** with the Bell Schedules for all its

schools at least one month prior to the beginning of the school year. **Recipient** will implement, in coordination with **SFA**, a second chance breakfast at schools where schedules allow to ensure students have maximum access to the breakfast program.

(h) When **Recipient** requests meals for field trips, **SFA** will provide sack lunches that meet the meal pattern requirements. **Recipient** must request sack lunches for field trips at least seven (7) business days in advance. **SFA** and **Recipient** shall negotiate the delivery time for field trip sack lunches on a case-by-case basis. The cost per lunch will remain the same as for the regular lunch. **Recipient** will be responsible for maintaining the appropriate temperature of field trip lunches until served.

(i) **SFA** will store all food and beverages, including USDA Foods, at **SFA's** Central Kitchen warehouse and at each of **Recipient's** school site warming kitchen locations as applicable. **SFA** will be responsible for complying with the storage and inventory requirements for USDA Foods. **SFA** food service employees will be responsible for maintaining the proper temperature of the meals and snacks until they are served as applicable.

(j) Any federally donated commodities received by **Recipient** and made available to **SFA** shall be used only to the benefit of the CNP. The gifting or exchange of USDA Foods is not permitted. Until students are served a meal or snack, all USDA Foods remain the property of **SFA**. Meals or snacks not consumed by students may be donated by **SFA** and **Recipient** to any local food bank or charitable nonprofit Section 501(c)(3) tax exempt organization as Federal, State and local laws, ordinances, and regulations permit. Should **Recipient** donate food to local food banks, **Recipient** is solely responsible for safe food handling practices.

(k) All food service employees shall be employees of **SFA**, which will be solely responsible for any personnel actions regarding its employees, including recruitment, employment, evaluations, promotion, supervision, transfer, layoff, termination, salary, health and welfare benefits, and workers' compensation. **SFA's** personnel required for adequately providing its services under this Agreement will include but not necessarily be limited to site personnel responsible for ordering, serving and recording meals as well as maintaining applications for meal participation; delivery drivers; and supervision.

(l) **Recipient** shall monitor **SFA's** CNP operations through periodic on-site visits to ensure that the program is being operated in accordance with all State and Federal requirements. **Recipient** shall be prepared to assist **SFA** in preparation for inspection by State and/or Federal agencies having jurisdiction.

(m) **SFA** shall retain control of the quality, extent, and general nature of the CNP. **Recipient** shall make recommendations to **SFA** regarding the CNP, including quality, extent, general nature and prices charged. The parties will establish regularly scheduled meetings to discuss the CNP and how to improve it with **SFA's** Director of Food Services and Assistant Director of Food Services.

1. The parties will discuss the results of the internal controls per Paragraph (5)(b) above, quality of meals served, and other compliance and administrative review matters.
2. **SFA** will provide recommendations for menu development for the purpose of delivering the best quality of products and services at the lowest price for the CNP.
3. **SFA** will recommend and establish, with **Recipient's** approval, a formal structure to gather input routinely and continuously from surveys from students, parents/guardians, **Recipient's** teachers and administrative staff, and **SFA's** staff about food services for the purpose of successful menu variation, planning and service, and overall student satisfaction.
4. **SFA** will recommend activities or events (e.g., food fairs) to promote the nutrition education aspects of the CNP, and cooperate with efforts to merge these activities or events with classroom instruction to educate students, parents, teachers, and the community about efforts to promote better nutrition and health.
5. **SFA** will keep **Recipient** informed, via email, of any significant menu changes that impact the majority of or all schools.

8. **Facilities and Equipment:**

(a) **SFA** will prepare and package meals and snacks in **SFA's** Central Kitchen. **SFA** will maintain the appropriate state and local health certifications for this facility. All delivered meals and snacks will be heated at individual **Recipient** school locations on Exhibit A.

(b) **Recipient** shall provide warming kitchen facilities with utilities, internet and Wi-Fi, and points of connection for **SFA's** equipment and use at each school site location. **SFA** will heat all meals and snacks at each school site facility. **SFA** will maintain the appropriate state and local health certifications for each school site facility where food is delivered, stored, heated, and served.

(c) **SFA** will provide and service at its expense all equipment necessary to prepare, store, and transport all meals and snacks. All equipment purchased and provided by **SFA** will remain the sole property of **SFA**. All equipment for the preparation and storage of meals and snacks provided at a school site warming kitchen facility by **SFA** after the effective date of this Agreement must be new and Energy Star Certified if available. This requirement does not apply to any equipment already provided by **SFA** and installed at a school site warming kitchen facility before the effective date of this Agreement.

(d) **SFA** will provide all necessary trays, dishes/plates, utensils, cups, straws, and napkins.

(e) The premises and equipment provided by each party for the performance of this Agreement shall be maintained by the providing party and shall be safe and comply with all applicable building, sanitation, safety and health laws, ordinances, rules and

regulations, including the Federal Occupational Safety and Health Act of 1970, or applicable state act and the standards promulgated thereunder. Each party shall take reasonable and proper care of all premises and equipment under its custody and control, and shall use them in a manner which shall not cause violation of the laws, ordinances, rules and regulations, including any reporting and record keeping requirements. **Recipient** shall not be responsible for loss or damage to equipment owned by **SFA** located on a school site provided that such loss or damage does not arise from **Recipient's** negligent or willful act(s) or omission(s).

(f) Each party shall, at no cost to the other, make all repairs, alterations, modifications or replacements which may be necessary to correct conditions in the premises or equipment owned by it which are in violation of any applicable building, sanitation, health or safety law, ordinance, rule or regulation.

9. **Sanitation and Waste Disposal:**

(a) **SFA** is responsible for housekeeping and sanitation in the food preparation, storage, and serving areas and for the cleaning and sanitation of dishes, pots, pans, utensils, equipment at each school site warming kitchen facility.

(b) **Recipient** is responsible for the cleaning and sanitation of school site warming kitchen floors, dining area floors on a daily basis and of all ceilings, ceiling fixtures, air ducts, hood vent systems (as per local ordinance), all windows and all restrooms. **Recipient** shall provide and maintain adequate fire extinguishing equipment for the school site warming kitchen facility areas and shall be responsible for the collection and removal of refuse from the refuse collection areas.

10. **Indemnity and Insurance:**

a. Except as otherwise expressly provided, **SFA** and **Recipient** shall defend, indemnify and hold each other harmless from and against all claims, liability, loss and expense, including reasonable costs, collection expenses and attorney's fees incurred, which arise by reason of the acts or omissions of the indemnifying party, its agents or employees in the performance of its obligations under this Agreement.
b. Comprehensive Insurance: **SFA** shall obtain and keep in force during the term of this Agreement, and shall name **Recipient** as additionally insured, for the protection of **Recipient** and **SFA,** Comprehensive General Bodily Injury and Property Damage Liability Insurance in the Combined Single Limit of not less than One Million Dollars ($1,000,000), including but not limited to Personal Injury Liability, Broad Form Property Damage Liability, Blanket Contractual Liability and Products Liability, covering only the operations and activities of **SFA** under this Agreement. **SFA** shall provide **Recipient** with certificates evidencing its policies with respect to operations under this Agreement. The insurance policy shall contain a covenant by the issuing

company that coverage shall not be canceled unless a thirty (30) day period written notice is given to **Recipient**.

c. Workers' Compensation and Employer's Liability Insurance: Each party shall maintain Workers' Compensation Insurance coverage as required by State law, and Employer's Liability coverage in the amount of one million dollars ($1,000,000.00) for each accident covering all employees employed in connection with this Agreement.
d. Property Insurance: Each party shall maintain, or cause to be maintained, a system of coverage either through purchased insurance, self-insurance, or a combination thereof to keep the buildings, including the premises, and all property contained therein insured against loss or damage by fire, explosion, or other cause normally covered by standard broad form property insurance.
e. General Liability Insurance. A commercial general liability insurance policy, written on an "occurrence" basis, providing coverage of at least $1,000,000 per occurrence for bodily injury, personal injury & property damage ("General Liability Policy"). The General Liability Policy shall include a separate endorsement naming the District, its officers, agents and employees as additional insureds. The General Liability Policy shall include coverage for the contractual liability assumed by the Consultant under this Agreement. The General Liability Policy shall not contain any exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least $3,000,000 for each occurrence.

11. **General Terms and Conditions:**

(a) Both parties agree to work together cooperatively to implement and enforce all applicable policies of both districts, including those polices and protocols related to Covid-19 and/or other health or safety emergencies.
(b) Pursuant to the State of California's Department of Public Health's (CDPH) guidance, including but not limited to the CDPH's August 11, 2021 Order entitled "Vaccine Verification for Worker in Schools," the District requires all entities providing services to the District to comply with the following "COVID-19 Protocol" for all employees who may enter District property and/or interact with District students or staff (collectively, the "Providing Staff"). In accordance with this COVID-19 Protocol, the Consultant must ensure every member of its Providing Staff has been fully vaccinated against COVID-19 before entering District property. For any Providing Staff member who has not received the COVID-19 vaccination, the Consultant must establish a process to either conduct, or require evidence of, weekly COVID-19 testing and immediately prohibit any unvaccinated Providing Staff who either fails to meet the weekly testing requirement or tests positive for COVID-19 from entering District property and interacting with District staff. Throughout term of this Agreement, Consultant must maintain written records demonstrating compliance with this provision to establish that Consultant has received adequate documentation confirming the vaccination status of all Providing Staff or

demonstrating the Consultant's process for ensuring weekly testing to all unvaccinated Providing Staff (the "COVID-19 Records").

(c) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of meals under the CNP; including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination.

(d) Unless otherwise required per this Agreement, each party shall pay the other within 30 days after receipt of an invoice in the proper itemized form. Each party shall pay the other promptly in accordance with the California Prompt Payment Act, Government Code Section 927 Et Seq. or otherwise be liable to the other for penalties and interest provided thereunder.

(e) **SFA** shall keep and make available, for a period of three (3) years plus the current school year as well as documents related to audits of **Recipient** schools from the date of receipt of final payment under this Agreement, all books and records, including without limitation any papers, operating statements or other documents, pertaining to all CNP operations under this Agreement, to the CDE, USDA, Comptroller General of the United States, local authorities, or any of their duly authorized representatives to inspect and/or audit at any reasonable time and place. In the event that audit findings require further investigation, all books and records shall be maintained by **SFA** beyond the three (3) year period as long as required for resolution of issues raised by audit.

1. **SFA** shall keep and make available to **Recipient** all books and records to the same extent provided to Federal, State, and local authorities, and **Recipient** shall be allowed to make copies thereof at **Recipient's** expense.

2. **Recipient** shall keep and make available to **SFA**, for a period of three (3) years from the date it makes final payment under this Agreement, all books and records, including without limitation any papers, operating statements or other documents, pertaining to all CNP operations under this Agreement, and **SFA** shall be allowed to make copies thereof at **SFA's** expense.

3. Each party shall provide the other with copies (hardcopies or electronically scanned) of all audit reports prepared by **SFA** or **Recipient** for, or received by **SFA** or **Recipient** from, Federal, State, or local authorities at no charge.

(f) **SFA** shall comply with the laws, ordinances, rules and regulations of all applicable federal, state, county and city governments, bureaus and departments concerning the sanitation, safety and health of the CNP operations, including the National School Lunch Program (in particular Title 7, Code of Federal Regulations, Section 210.8a, et seq.), Section 306 of the Clean Air Act of 1970 (42 USC Part 1357(H), as amended), Section 508 of the Clean Water Act (33 USC Part 1368), Executive Order 11738, Environmental Protection Agency (EPA) regulations (40

CFR Part 15) and Section 103 of the Federal Contract Work Hours and Safety Standards Act, which addresses overtime and compensation. Violations shall be reported to the USDA, Food and Nutrition Services, and the EPA. **SFA** shall not utilize a facility listed on the EPA List of Violating Facilities. **SFA** shall also procure and maintain all necessary licenses and permits. **Recipient** shall cooperate as necessary for **SFA's** compliance and procurement efforts.

(g) If any legislation is enacted that affects the terms of this Agreement, the Agreement shall be adjusted accordingly, with the mutual consent of both parties.

(h) All business and information relating to the execution of this Agreement and the services thereof, including any kitchen visitations, requests for documents and/or information, will be conducted with the **SFA's** Director of Food Services or his/her designee.

(i) This Agreement may not be assigned or subcontracted by either party without the signed written consent of the other party.

(j) With the exception of payment obligations for prior performance under this Agreement, neither **SFA** nor **Recipient** shall be liable for the failure to perform their respective obligations under this Agreement or for real or personal property destroyed or damaged when such failure or destruction or damage is caused by the negligent or willful act(s) or omission(s) of the other, or fire, explosion, water, act of God or inevitable accident, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather and energy-related closings, public enemy, acts of the State or Federal Government in their sovereign capacity, epidemics, quarantine restrictions, or freight embargoes, or like causes beyond the reasonable control of such party ("force majeure"). Force majeure is not cause for termination.

(k) Waiver of any breach under this Agreement shall neither be construed as, nor constitute a waiver of, any subsequent failure. This Agreement supersedes all prior negotiations, representations or agreements, if any. Any headings are used solely for convenience and shall not be deemed to limit the subject matter or be considered in their interpretation. Any exhibits or external documents referenced herein are made a part of this Agreement by the respective references to them. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

(l) No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by both parties, and approved by the CDE. Any amendment to this Agreement shall become effective as specified in the amendment.

(m) **SFA** and **Recipient** shall serve or deliver all notices via email or facsimile to the other's Official named on page 1 of this Agreement, or in writing served personally or sent by United States First Class Mail, postage prepaid addressed to the other party as follows, and/or to such other persons or places as either party may hereafter designate in writing:

SFA: Attn: Nancy Nien
Assistant Superintendent, Business Services
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92803

Recipient: Attn: Jesse Chavarria
Assistant Superintendent, Administrative Services
Anaheim Elementary School District
1001 S. East Street
Anaheim, CA 92805

All such notices shall be effective when received. Notices sent via United States Mail as required herein shall be deemed received forty-eight (48) hours after deposit in the same.

All business and information relating to the execution of this Agreement and the services thereof, including kitchen visitations, will be conducted with the SFA's Agreement.

Signatures

The undersigned hereby agrees to all terms and conditions of the Interagency Agreement.

Name and Title of **SFA** Official:

Nancy Nien, Assistant Superintendent, Business Services

Signature of SFA Official: _____ Date: _____

Phone: 714-999-3555

Email Address: nien_n@auhsd.us

Name and Title of **Recipient** School or Agency Official:

Jesse Chavarria, Assistant Superintendent, Administrative Services

Signature of SFA Official: _____ Date: _____

Phone Number: 714-517-7537

Email Address: jchavarria@aesd.org

Exhibit A – AESD Schools

Barton Elementary School

Edison Elementary School

Franklin Elementary School

Gauer Elementary School

Guinn Elementary School

Henry Elementary School

Jefferson Elementary School

Juarez Elementary School

Lincoln Elementary School

Loara Elementary School

Madison Elementary School

Mann Elementary School

Marshall Elementary School

Olive Street Elementary School

Orange Grove Elementary School

Ponderosa Elementary School

Price Elementary School

Revere Elementary School

Roosevelt Elementary School

North Ross Elementary School

South Ross Elementary School

Stoddard Elementary School

Sunkist Elementary School

Westmont Elementary School

ANAHEIM UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT, made and entered into the 1st day of July 2022, by and between the

ANAHEIM UNION HIGH SCHOOL DISTRICT
A PUBLIC SCHOOL DISTRICT

And

ANAHEIM FAMILY YMCA
WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2022, through June 30, 2023, that the Anaheim Union High School District (AUHSD) will provide buses and drivers to ANAHEIM FAMILY YMCA on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. The AUHSD, for consideration as herein after set forth, shall provide school buses and licensed school bus drivers to the PROGRAM for the transportation of ANAHEIM FAMILY YMCA students when the AUHSD has available extra school buses and licensed school bus drivers.

2. ANAHEIM FAMILY YMCA, in consideration for services rendered, agrees that the compensation shall be rated at $100 per hour during the week or $120 per hour during the weekend with no mileage, there can be a cancellation fee attached if the trip is cancelled late.

3. The AUHSD shall indemnify, defend, and hold ANAHEIM FAMILY YMCA harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. ANAHEIM FAMILY YMCA shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of ANAHEIM FAMILY YMCA. In the event that (ANAHEIM FAMILY YMCA) or AUHSD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the(ANAHEIM FAMILY YMCA and/or AUHSD) shall indemnify the other to the extent of its comparative fault.

4. ANAHEIM FAMILY YMCA shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial

Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:

Each Occurrence	$1,000,000
Sexual Misconduct (may be included in General Liability)	$1,000,000

If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

5. General Aggregate $2,000,000

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the AUHSD and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the AUHSD to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
ANAHEIM FAMILY YMCA shall require the carriers of required coverages to waive all rights of subrogation against the AUHSD, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the ANAHEIM FAMILY YMCA and ANAHEIM FAMILY YMCAe mployees or agents from waiving the right of subrogation prior to a loss or claim. The School hereby waives all rights of subrogation against the County.

6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.

7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this agreement induplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT
of Orange County, California

Nancy Nien, Ph.D.
Assistant Superintendent, Business

Date

ANAHEIM FAMILY YMCA
of Orange County, California

Brent Finlay
CEO

5/16/2022

Date

ANAHEIM UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PUPIL TRANSPORTATI ON

This AGREEMENT, made and entered into the 21st day of June 2022, by and between the

ANAHEIM UNION HIGH SCHOOL DISTRICT
A PUBLIC SCHOOL DISTRICT

And

GRACE CHRISTIAN SCHOOL AND CHURCH
A SCHOOL AND CHURCH
WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from June 21, 2022, through June 30, 2023, that the Anaheim Union High School District (AUHSD) will provide buses and drivers to GRACE CHRISTIAN SCHOOL on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. The AUHSD, for consideration as herein after set forth, shall provide school buses and licensed school bus drivers to the PROGRAM for the transportation of GRACE CHRISTIAN SCHOOL students when the AUHSD has available extra school buses and licensed school bus drivers.

2. The GRACE CHRISTIAN SCHOOL, in consideration for services rendered, agrees that the compensation shall be rated at $100 per hour during the week or $120 per hour during the weekend with no mileage or other additional charges.

3. The AUHSD shall indemnify, defend, and hold GRACE CHRISTIAN SCHOOL harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. GRACE CHRISTIAN SCHOOL shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of GRACE CHRISTIAN SCHOOL. In the event that GRACE CHRISTIAN SCHOOL or AUHSD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the (GRACE CHRISTIAN SCHOOL and/or AUHSD) shall indemnify the other to the extent of its comparative fault.

4. The GRACE CHRISTIAN SCHOOL shall for the duration of the Agreement secure and maintain in

force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:

Each Occurrence	$1,000,000
Sexual Misconduct (may be included in General Liability)	$1,000,000

If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

5. General Aggregate $2,000,000

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the AUHSD and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the AUHSD to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85. GRACE CHRISTIAN SCHOOL shall require the carriers of required coverages to waive all rights of subrogation against the AUHSD, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the GRACE CHRISTIAN SCHOOL and GRACE CHRISTIAN SCHOOL employees or agents from waiving the right of subrogation prior to a loss or claim. The School hereby waives all rights of subrogation against the County

6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.

7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT
of Orange County, California

_____
Nancy Nien, Ph.D.
Assistant Superintendent, Business

_____
Date

GRACE CHRISTIAN SCHOOL
of Orange County, California

Molly Henehan
Camp Director

5/25/2022
Date

EXHIBIT CC

ANAHEIM UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PUPILTRANSPORTATION

This AGREEMENT, made and entered into the 1st day of July 2022, by and between the

ANAHEIM UNION HIGH SCHOOL DISTRICT
A PUBLIC SCHOOL DISTRICT

And

GREATER ANAHEIM SELPA
A PUBLIC SCHOOL AGENCY
WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2022, through June 30, 2023, that the Anaheim Union High School District (AUHSD) will provide buses and drivers to GREATER ANAHEIM SELPA on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. That the parties, for consideration as herein after set forth, shall provide school buses and licensed school bus drivers for the transportation of pupils, when the paying district lacks the necessary buses to transport its pupils and when the AUHSD has available extra school buses and licensed school bus drivers.

2. That the paying district, in consideration for services rendered by the AUHSD under this agreement, agrees that the compensation shall be rated at **$100** per hour during the week or **$120** per hour during the weekend, with no mileage or other additional charges, with the charges for home to school special needs student transportation to be rated at **$52.00** per day, per student.

3. The AUHSD shall indemnify, defend, and hold the paying district harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. The paying district shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of the paying district. In the event that GREATER ANAHEIM SELPA or AUHSD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the GREATER ANAHEIM SELPA and/or AUHSD shall indemnify the other to the extent of its comparative fault.

4. The GREATER ANAHIEM SELPA shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:

Each Occurrence	$1,000,000
Sexual Misconduct (may be included in General Liability)	$1,000,000

If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

General Aggregate	$2,000,000

5. All policies, except for the Workers Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the AUHSD and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the AUHSD to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional insured (Form B) endorsement form ISO, CG 2010.11.85.
GREATER ANAHEIM SELPA shall require the carriers of required coverages to waive all rights of subrogation against the AUHSD, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the GREATER ANAHEIM SELPA and GREATER ANAHEIM SELPA employees or agents from waiving the right of subrogation prior to a loss or claim. The School hereby waives all rights of subrogation against the County.

6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.

7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this agreement induplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT
of Orange County, California

_____
Nancy Nien, Ph.D.
Assistant Superintendent, Business

_____
Date

Greater Anaheim SELPA
of Orange County, California

Paul Lavigne
Paul Lavigne, Ed. D.
Executive Director

5/18/22
Date

EXHIBIT DD

ANAHEIM UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT, made and entered into the 1st day of July 2022, by and between the
ANAHEIM UNION HIGH SCHOOL DISTRICT
A PUBLIC SCHOOL DISTRICT

And

NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM
A PUBLIC DISTRICT

WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2022, through June 30, 2023, that the ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD) will provide buses and drivers to the NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM (NOCROP) on an as needed and when available basis.

THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. The AUHSD, for consideration as hereinafter set forth, shall provide school buses and licensed school bus drivers to the NOCROP for the transportation of NOCROP students, when the AUHSD has available extra school buses and licensed school bus drivers.

2. The NOCROP, in consideration for services rendered, agrees that the compensation shall be rated at $100 per hour during the week or $120 per hour during the weekend with no mileage charged, there can be a cancellation fee attached if the trip is cancelled late.

3. The AUHSD shall indemnify, defend, and hold the NOCROP harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. The NOCROP shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of the NOCROP. In the event that NOCROP or AUHSD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the NOCROP and/or AUHSD shall indemnify the other to the extent of its comparative fault.

4. The NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this

Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:

Each Occurrence	$1,000,000
Sexual Misconduct (may be included in General Liability)	$1,000,000

If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

5. General Aggregate $2,000,000

   All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the AUHSD and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the AUHSD to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
   NOCROP shall require the carriers of required coverages to waive all rights of subrogation against the AUHSD, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the NOCROP and NOCROP employees or agents from waiving the right of subrogation prior to a loss or claim. The School hereby waives all rights of subrogation against the County

6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.

7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF. The parties hereto have executed this agreement in duplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT
of Orange County, California

_____
Nancy Nien, Ph.D.
Assistant Superintendent, Business

_____
Date

NORTH ORANGE COUNTY REGIONAL
OCCUPATIONAL PROGRAM
of Orange County, California

_____
Michelle D. Owen, Ed.D.
Assistant Superintendent, Business

5-10-22
Date

ANAHEIM UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT, made and entered into the 1 day of July 2022, by and between the

ANAHEIM UNION HIGH SCHOOL DISTRICT
A PUBLIC SCHOOL DISTRICT

And

SERVITE HIGH SCHOOL
A PRIVATE NOT FOR PROFIT HIGH SCHOOL

WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2022, through June 30, 2023, that the Anaheim Union High School District (AUHSD) will provide buses and drivers to SERVITE HIGH SCHOOL on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. The AUHSD, for consideration as herein after set forth, shall provide school buses and licensed school bus drivers to the PROGRAM for the transportation of SERVITE HIGH SCHOOL students when the AUHSD has available extra school buses and licensed school bus drivers.

2. SERVITE HIGH SCHOOL, in consideration for services rendered, agrees that the compensation shall be rated at $100 per hour during the week or $120 per hour during the weekend with no mileage, but there can be a cancellation fee attached if the trip is cancelled late.

3. The AUHSD shall indemnify, defend, and hold SERVITE HIGH SCHOOL harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. SERVITE HIGH SCHOOL shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of SERVITE HIGH SCHOOL. In the event that SERVITE HIGH SCHOOL or AUHSD is found to be comparatively at fault for any claim, action, loss or damage, which results from their respective obligations under this Agreement, the SERVITE HIGH SCHOOL and/or AUHSD shall indemnify the other to the extent of its comparative fault.
4. SERVITE HIGH SCHOOL shall for the duration of the Agreement secure and maintain in force at its

own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:

Each Occurrence	$1,000,000
Sexual Misconduct (may be included in General Liability)	$1,000,000

If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

5. General Aggregate $2,000,000

   All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the AUHSD and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the AUHSD to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
   SERVITE HIGH SCHOOL shall require the carriers of required coverages to waive all rights of subrogation against the AUHSD, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the SERVITE HIGH SCHOOL and SERVITE HIGH SCHOOL employees or agents from waiving the right of subrogation prior to a loss or claim. The School hereby waives all rights of subrogation against the County.

6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.

7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this agreement induplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT
of Orange County, California

Nancy Nien, Ph.D.
Assistant Superintendent, Business

Date

SERVITE HIGH SCHOOL
ofOrange County, California

Stephen Walswick
Principal

5-9-2022
Date

EXHIBIT FF

ANAHEIM UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PUPILTRANSPORTATION

This AGREEMENT, made and entered into the 1st day of July 2022, by and between the

ANAHEIM UNION HIGH SCHOOL DISTRICT
A PUBLIC SCHOOL DISTRICT

And

THE ROCK CHURCH
A CHURCH

WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2022, through June 30, 2023, that the Anaheim Union High School District (AUHSD) will provide buses and drivers to the THE ROCK CHURCH on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. The AUHSD, for consideration as herein after set forth, shall provide school buses and licensed school bus drivers to the THE ROCK CHURCH for the transportation of passengers, when the AUHSD has available extra school buses and licensed school bus drivers.

2. The THE ROCK CHURCH, in consideration for services rendered, agrees that the compensation shall be rated at $100 per hour during the week or $120 per hour during the weekend with no mileage, but there can be a cancellation fee attached if the trip is cancelled late

3. The AUHSD shall indemnify, defend, and hold THE ROCK CHURCH harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. The THE ROCK CHURCH shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of the THE ROCK CHURCH. In the event that THE ROCK CHURCH or AUHSD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the THE ROCK CHURCH and/or AUHSD shall indemnify the other to the extent of its comparative fault.

4. THE ROCK CHURCH shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:

Each Occurrence	$1,000,000
Sexual Misconduct (may be included in General Liability)	$1,000,000

If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

5. General Aggregate $2,000,000

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the AUHSD and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the AUHSD to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
THE ROCK CHURCH shall require the carriers of required coverages to waive all rights of subrogation against the AUHSD, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the THE ROCK CHURCH and THE ROCK CHURCH employees or agents from waiving the right of subrogation prior to a loss or claim. The School hereby waives all rights of subrogation against the County.

6. This agreement is subject to cancellation by either party upon thirty {30) days advanced written notice.

7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this agreement induplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT
of Orange County, California

Nancy Nien, Ph.D.
Assistant Superintendent, Business

Date

THE ROCK CHURCH
of Orange County, California

Melissa Gutierrez
Campus Coordinator

5/20/2022
Date

ANAHEIM UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT, made and entered into the 1st day of July 2022, by and between the

ANAHEIM UNION HIGH SCHOOL DISTRICT
A PUBLIC SCHOOL DISTRICT

And

TGR LEARNING LAB
A NON-PROFIT ORGANIZATION

WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2022, through June 30, 2023, that the Anaheim Union High School District (AUHSD) will provide buses and drivers to the TGR LEARNING LAB on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. The AUHSD, for consideration as herein after set forth, shall provide school buses and licensed school bus drivers.

2. The TGR LEARNING LAB, in consideration for services rendered, agrees that the compensation shall be rated at $100 per hour during the week or $120 per hour during the weekend with no mileage, but there can be a cancellation fee attached if the trip is cancelled late.

3. The AUHSD shall indemnify, defend, and hold the TGR LEARNING LAB harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. The TGR LEARNING LAB shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of the TGR LEARNING LAB. In the event that TGR LEARNING LAB or AUHSD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the TGR LEARNING LAB and/or AUHSD shall indemnify the other to the extent of its comparative fault.

4. The TGR LEARNING LAB shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:

Each Occurrence	$1,000,000
Sexual Misconduct (may be included in General Liability)	$1,000,000

If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

General Aggregate	$2,000,000

5. All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the AUHSD and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the AUHSD to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
   TGR LEARNING LAB shall require the carriers of required coverages to waive all rights of subrogation against the AUHSD, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the TGR LEARNING LAB and TGR LEARNING LAB employees or agents from waiving the right of subrogation prior to a loss or claim. The School hereby waives all rights of subrogation against the County.

6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.

7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF. The parties hereto have executed this agreement in duplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT
of Orange County, California

_____

Nancy Nien, Ph,D.
Assistant Superintendent, Business

_____
Date

TGR LEARNING LAB
of Orange County, California

Gyla R. Bell
_____

Gyla Bell
Senior Director of Programs

May 9, 2022
_____
Date

ANAHEIM UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT, made and entered into the 1st day of September 2022, by and between the

ANAHEIM UNION HIGH SCHOOL DISTRICT
A PUBLIC SCHOOL DISTRICT

And

UNITY MIDDLE COLLEGE HIGH SCHOOL
A PRIVATE NOT FOR PROFIT HIGH SCHOOL
WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from SEPTEMBER 1, 2022, through JUNE 30, 2023, that the Anaheim Union High School District (AUHSD) will provide buses and drivers to VIBRANT MINDS on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. The AUHSD, for consideration as herein after set forth, shall provide school buses and licensed school bus drivers to the PROGRAM for the transportation of UNITY MIDDLE COLLEGE HS students when the AUHSD has available extra school buses and licensed school bus drivers.

2. UNITY MIDDLE COLLEGE HS, in consideration for services rendered, agrees that the compensation shall be rated at $100 per hour during the week or $120 per hour during the weekend with no mileage, but there can be a cancellation fee attached if the trip is cancelled late.

3. The AUHSD shall indemnify, defend, and hold UNITY MIDDLE COLLEGE HS harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. UNITY MIDDLE COLLEGE HS shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of UNITY MIDDLE COLLEGE HS. In the event that UNITY MIDDLE COLLEGE HS or AUHSD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the UNITY MIDDLE COLLEGE HS and/or AUHSD shall indemnify the other to the extent of its comparative fault.

4. UNITY MIDDLE COLLEGE HS shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:

   Each Occurrence $1,000,000

   Sexual Misconduct (may be included in General Liability) may be written on a claims made form. $1,000,000

   If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

   General Aggregate $2,000,000

   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. The claims made insurance shall be maintained or "tail coverage" provided for a minimum of five (5) years after the contract terminates

5. All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the AUHSD and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the AUHSD to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
   UNITY MIDDLE COLLEGE HS shall require the carriers of required coverages to waive all rights of subrogation against the AUHSD, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the UNITY MIDDLE COLLEGE HS and UNITY MIDDLE COLLEGE HS employees or agents from waiving the right of subrogation prior to a loss or claim. The School hereby waives all rights of subrogation against the County.

6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.

7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

ANAHEIM UNION HIGH SCHOOL DISTRICT
of Orange County, California

_____
Nancy Nien, Ph.D.
Assistant Superintendent, Business

_____
Date

UNITY MIDDLE COLLEGE HIGH SCHOOL
of Orange County, California

_____
Jenny Salberg
Principal

5.9.22
Date

ANAHEIM UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT, made and entered into the 1st day of July 2022, by and between the

ANAHEIM UNION HIGH SCHOOL DISTRICT
A PUBLIC SCHOOL DISTRICT

And

VIBRANT MINDS
WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2022, through June 30, 2023, that the Anaheim Union High School District (AUHSD) will provide buses and drivers to VIBRANT MINDS on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. The AUHSD, for consideration as herein after set forth, shall provide school buses and licensed school bus drivers to the PROGRAM for the transportation of VIBRANT MINDS students when the AUHSD has available extra school buses and licensed school bus drivers.

2. VIBRANT MINDS, in consideration for services rendered, agrees that the compensation shall be rated at $100 per hour during the week or $120 per hour during the weekend with no mileage charged, but there can be a cancellation fee attached if the trip is cancelled late.

3. The AUHSD shall indemnify, defend, and hold VIBRANT MINDS harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. VIBRANT MINDS shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of VIBRANT MINDS. In the event that VIBRANT MINDS or AUHSD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the VIBRANT MINDS and/or AUHSD shall indemnify the other to the extent of its comparative fault.

4. VIBRANT MINDS shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:

Each Occurrence	$1,000,000
Sexual Misconduct (may be included in General Liability)	$1,000,000

If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

General Aggregate	$2,000,000

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the AUHSD and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the AUHSD to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85
VIBRANT MINDS shall require the carriers of required coverages to waive all rights of subrogation against the AUHSD, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the VIBRANT MINDS and VIBRANT MINDS employees or agents from waiving the right of subrogation prior to a loss or claim. The School hereby waives all rights of subrogation against the County.

5. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.

6. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this agreement induplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT
of Orange County, California

_____
Nancy Nien, Ph.D.
Assistant Superintendent, Business

_____
Date

VIBRANT MINDS
of Orange County, California

Debra J. Schroeder

_____
Debra J. Schroeder, Ed.D.
Founding/Executive Director

May 15, 2022
Date

EXHIBIT JJ

ANAHEIM UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PUPILTRANSPORTATION

This AGREEMENT, made and entered into the 1st day of July 2022, by and between the

ANAHEIM UNION HIGH SCHOOL DISTRICT
A PUBLIC SCHOOL DISTRICT

And

ZION LUTHERAN CHURCH and SCHOOL
A CHURCH AND SCHOOL

WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2022, through June 30, 2023, that the Anaheim Union High School District (AUHSD) will provide buses and drivers to the ZION LUTHERAN CHURCH/SCHOOL (ZLCS) on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. The AUHSD, for consideration as herein after set forth, shall provide school buses and licensed school bus drivers to the ZLCS for the transportation of passengers, when the AUHSD has available extra school buses and licensed school bus drivers.

2. The ZLCS, in consideration for services rendered, agrees that the compensation shall be rated at $100 per hour during the week or $120 per hour during the weekend with no mileage, but there can be a cancellation fee attached if the trip is cancelled late.

3. The AUHSD shall indemnify, defend, and hold ZLCS harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. The ZLCS shall indemnify, defend,and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of the ZLCS. In the event that ZLCS or AUHSD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the ZLCS and/or AUHSD shall indemnify the other to the extent of its comparative fault.

4. ZION LUTHERAN CHURCH shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial

Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:

Each Occurrence	$1,000,000
Sexual Misconduct (may be included in General Liability)	$1,000,000

If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

5. General Aggregate $2,000,000

   All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the AUHSD and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the AUHSD to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.1185.

6. ZION LUTHERAN CHURCH/SCHOOL shall require the carriers of required coverages to waive all rights of subrogation against the AUHSD, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the ZION LUTHERAN CHURCH/SCHOOL and ZION LUTHERAN CHURCH/SCHOOL employees or agents from waiving the right of subrogation prior to a loss or claim. The School hereby waives all rights of subrogation against the County.
   This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.

7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this agreement induplicate on the day and year first written above.

ANAHEIM UNION HIGH SCHOOL DISTRICT
of Orange County, California

Nancy Nien, Ph.D.
Assistant Superintendent, Business

Date

ZION LUTHERAN CHURCH
of Orange County, California

~~Krista Nagy~~ Elizabeth Lyles
Principal

5/9/22
Date

AGREEMENT NUMBER 50286

AMENDMENT #2
ANAHEIM UNION HIGH SCHOOL DISTRICT
BUSINESS-PLUS SYSTEM SUPPORT
AND SOFTWARE SUPPORT SERVICE AGREEMENT

The AGREEMENT entered into July 1, 2022, 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 ten thousand dollars ($110,000.00) for annual software support service fees for fiscal year 2022-2023. Annual software support service fees due for each fiscal year shall be paid by DISTRICT on or before August 1st of that fiscal year upon receipt of an itemized invoice from SUPERINTENDENT. SUPERINTENDENT shall evaluate software support service charges annually, for possible upward or downward adjustments, based on SUPERINTENDENT'S actual costs to support Business-Plus software. SUPERINTENDENT will provide DISTRICT written notice of the annual software support service fees due for the renewal period ninety (90) days prior to the end of each renewal period.

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: Administrator
DATE: 5-17-22	DATE: May 10, 2022

Anaheim Union High SD- Financial-BusinessPlus-Amendment #2(50286)2023
ZIP5

AGREEMENT NUMBER 51640

AMENDMENT #1
ANAHEIM UNION HIGH SCHOOL DISTRICT
HUMAN RESOURCES APPLICATION
SOFTWARE SUPPORT SERVICE AGREEMENT

The AGREEMENT entered into July 1, 2022, 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 Eighty-two thousand five hundred dollars ($82,500.00) for SUPERINTENDENT'S Human Resources Application annual software support service fees for fiscal year 2022-2023. 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 ninety (90) 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: Administrator
DATE: 5-17-22	DATE: May 12, 2022

Anaheim Union High SD-Human Resources Application-Amendment #1(51640)2023
ZIP5

EXHIBIT MM

Agreement Number: 10001332

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, 2022, 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 TERM

The term of this AGREEMENT shall commence beginning July 1, 2022 and ending June 30, 2023, subject to termination as set forth in this AGREEMENT.

6.0 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 dollars ($6,000.00) 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.

7.0 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.

8.0 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.

9.0 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.

10.0 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.

11.0 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.

12.0 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.

13.0 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.

14.0 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.

15.0 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.

16.0 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.

17.0 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: Karen Orr

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92628
Attn: Patricia McCaughey

18.0 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.

19.0 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.

20.0 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: Administrator
DATE: _____	DATE: May 18, 2022

Anaheim Union High SD-Document Management System(10001332)22-23
Zip5

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

THIS AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT ("**Amendment**") between Anaheim Union High School District ("**Plan Sponsor**") and Trustmark Health Benefits, Inc. ("**Health Benefits**") is effective January 1, 2021 (the "**Amendment Effective Date**"). Each of Plan Sponsor and Health Benefits are referred to in this Amendment as a "party" and collectively as the "parties".

WHEREAS, Plan Sponsor and Health Benefits desire to amend and modify that certain Administrative Services Agreement effective as of January 1, 2021 among the parties, (the "**Agreement**") as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual promises and the provisions set forth in this Amendment, the parties agree as follows:

Section 1. Definitions. Capitalized terms not otherwise defined in this Amendment, or for which a definition is not specifically indicated, shall have the meanings ascribed to such terms in the Agreement.

Section 2. Amendments to the Agreement. The Agreement is amended and modified as set forth below:

a) Effective January 1, 2022, Exhibit A to the Agreement is hereby deleted in its entirety, and the new Exhibit A attached hereto is substituted in lieu thereof.

b) The Performance Guarantees Addendum attached hereto is hereby incorporated into the Agreement.

c) The Business Associate Agreement Addendum is deleted in its entirety and replaced with the attached Business Associate Agreement Addendum.

Section 3. Entire Agreement; Effect. This Amendment and the Agreement, as amended hereby, constitute the sole and entire agreement of the parties with respect to the subject matter hereof. Except as specifically set forth herein in this Amendment, all other terms and conditions as set forth in the Agreement, as amended, shall remain in full force and effect, and are not otherwise amended, altered, modified or revised.

Section 4. Counterparts; Facsimile Signatures. This Amendment may be executed in counterparts, each of which shall be effective only upon delivery and all of which shall be taken to be one and the same instrument with the same effect as if each of the parties hereto had signed the same signature page. Any signature hereon may be transmitted by means of facsimile machine, email or other electronic means, and any signature so transmitted shall be deemed a valid, original signature for all purposes.

Section 5. Incorporation. All terms of the Agreement, except those specifically amended hereby, are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment by their respective duly authorized officers as of the date first set forth above.

Anaheim Union High School District

By: _____

Name: Nancy Nien

Title: Asst. Supt of Business

Trustmark Health Benefits, Inc.

By: Bill Sawin

Name: William Sawin

Title: Regional President, West

EXHIBIT A

INSTALLATION, ADMINISTRATIVE AND ADDITIONAL SERVICE FEES
Term: effective from January 1, 2022 through December 31, 2022

ANAHEIM UNION HIGH SCHOOL DISTRICT

1. The following information is being provided to permit Plan Sponsor, as Plan Administrator to determine the compensation received by Health Benefits in the form of commissions, service fees and other similar payments is reasonable, that the services provided are necessary for the operation of the Plan and the provision of services by Health Benefits is in the best interest of the Plan.

2. The commission, installation, service fees, compensation arrangements and other similar payments to be provided under the Agreement are as set forth below. It is understood, however, that PPO Access Fees and other vendor fees, if applicable, are subject to the terms and conditions of the underlying agreement and may be subject to change at times other than the renewal date of this Agreement.

3. Pursuant to the Agreement, Plan Sponsor shall remit to Health Benefits the following administrative fees and other costs, subject to the following provisions:

Description of Service for the Anaheim Union High School District Benefit Plan.

☑ **Product/Service**	**Per employee per month**
• Medical Administration Fee *(Includes the following services:)*	$ 18.65*
o Administrative Services Bill	
o Advance Funding from Stop Loss Carrier	
o Client Reporting & Analytics/CoreReport (Deerwalk, Inc.)	
o Eligibility Management (Electronic processing)	
- Full Eligibility Weekly File	
- Initial Eligibility	
- Changes to Eligibility	
o ID Card (Initial Issue and Management):	
- ID Card to display employee name only	
- Issue for employee, spouse, dependents age 18 and up	
- No charge for replacement card to Participants	
- Cards are mailed to employee's home address	
o Initial SBC Fee (Electronic)	
o Initial SPD/Plan Documents (Electronic)	

*(*Medical Administration fee in the amount of $18.65 is guaranteed for three (3) years starting 1/1/21 through 12/31/23)*

4. In addition to the basic administrative services listed above, Plan Sponsor has agreed that the following services are to be performed by Health Benefits pursuant to the terms and conditions set forth in the applicable Addendum, or other description of services:

☑ **Active&Fit Direct** (American Specialty Health ("ASH")) — No Charge to Plan Sponsor

Description of Services

- The ASH National Fitness Network offers over 11,000 fitness centers where Participants can enroll and self-pay for a fitness membership.
- Active&Fit Direct Compensation to Health Benefits — 2% of monthly fees received by ASH

☑ **Anthem Blue Cross Life and Health Insurance Company Services (Plan Sponsor contract) – per employee per month**

Description of Services	**Total Fee**
• Anthem Blue Cross Life & Health Insurance Company (CA)	$ 24.88
• Anthem Healthcare Management	Included in Network Access Fee
• Anthem Blue Distinction Transplant Network Program	Included in Network Access Fee
• Anthem Blue Card (for claims incurred outside host state)	$ 23.88

(Any interest penalty assessed Health Benefits as a result of a delay in payment due to reasons outside of Health Benefits' control (including but not limited to funding delays, awaiting eligibility) will become the responsibility of Plan Sponsor).

Network Providers are solely responsible for the provision of medical care to Participants and exclusively maintain the physician/hospital-patient relationship with Participants. Health Benefits is neither directly nor indirectly a provider of medical services, and Health Benefits does not certify or guarantee the care or quality of care rendered by any network provider.

☑ **Billing Services**	**Total Fee**
Description of Services	
• State Surcharge Service Fee (NY)	Included in Medical Administration Fee

☑ **Business Associate Agreement Addendum** — Refer to Addendum

☑ **Claim Appeal Determination Addendum** — No Additional Charge

☑ **COBRA Administration Services Addendum**	**Total Fee**
Description of Services	
• COBRA Administration Fee (Health Benefits)	$ 0.75 per employee per month

☑ **Custom Services**

1. Develop custom enrollment materials and claim forms, if applicable, and administrative procedures necessary for the administration of Plan Sponsor's Plan, all in a form acceptable to Plan Sponsor;
2. Review Plan Sponsor's existing Plan Document, and provide a draft of a new Plan Document;
3. Prepare Participant identification cards, as applicable, which identify how to make inquiries on eligibility and coverage;
4. Send eligibility information electronically to other Plan vendors, as required, all in a format specified by Health Benefits.

☑ **Enhanced Claims Control Services Addendum**	**Total Fee**	**Fee to Vendor**
Description of Services – % of Savings*		
• Subrogation Services	30%	20%

*(*Savings is defined as the difference between the billed charge and the corrected contract rates.)*

☑ **Escheat Services**	**Total Fee**
Description of Services	
• Escheat services for non-ERISA self-funded clients	No Charge

☑ **Health Shopper Program** (Wex Health, Inc. ("Wex")) — No Charge to Plan Sponsor

Description of Services

- One stop shop for Participants to learn about, search for, and obtain items and purchase online through Amazon.

☑ **Other Services and Expense Reimbursements**

Description of Services	
• Identification Cards Mass Reissue (client-initiated changes)	$1.50 per employee
• Other Miscellaneous Expenses	Actual Cost
• Physician Reviews (medical/dental)	Actual Cost
• Postage Costs	Actual Cost
• Printing Costs	Actual Cost
• SBC Fee (Initial) (Printing)	Cost of print and postage
• SBC Changes Fee (Electronic) (after initial SBC)	$ 300.00 per Plan;
• SPD/Plan Document Changes (Electronic) (after initial SPD)	$ 500.00 per Plan

Health Benefits may subcontract a portion of its duties to others, including an affiliate of Trustmark Insurance Company.

☑ **Performance Guarantees Addendum** — Refer to Addendum

- Claim Financial Accuracy Claim Administration applies to Medical claims and refund applies only to Medical Administration Fees
- Claim Turnaround Time Claim Administration applies to Medical claims and refund applies only to Medical Administration Fees

- Average Speed of Answer refund applies only to Medical Administration Fees.
- Call Abandonment Rate refund applies only to Medical Administration Fees.
- Claim Payment Accuracy refund applies only to Medical Administration Fees.

The application of performance guarantees shall be for a term of not less than a semi-annual period. The performance guarantee report will be delivered within ninety (90) days following the end of the semi-annual reporting period, and when applicable, refunds will be applied to the Medical Administration Fees the following month after the delivered report.

☑ **Prescription Drug Card Administration (Plan Sponsor contract with Express Scripts)**

Description of Services

- PBM Integration Fee — Not Applicable

Prescription Drug Service *(Health Benefits has no contract with prescription drug vendor)*

1. Provide the prescription drug vendor with a description of benefits as established in the Plan, and appropriate eligibility information that was furnished by Plan Sponsor.
2. Timely request funding from Plan Sponsor for prescription drug claims and administrative expenses of the Plan.
3. Coordinate receipt of electronic claim data with prescription drug benefit manager for reporting purposes.

☑ **Run Out Services**

Description of Services

- Run Out Services apply to: Medical Administration — 125% of the administrative fee for the first three months, payable in advance; $25 per Explanation of Benefits thereafter.
- Reporting: — Standard reporting provided prior to termination shall continue to be provided during any Run Out Services, if applicable. Any requested additional reporting during Run Out Services is available at applicable fees determined by Health Benefits.
- Electronic Outbound Files: — Any applicable fees will be determined after notice of termination.

All other products and services will no longer be effective upon the termination date of this Agreement.

☑ **Telephonic Messaging Services** — No additional charge

Plan Sponsor agrees to the release of eligibility data to Relay Network, LLC, salesforce.com, inc. or any other third party to provide telephonic messaging, including text messaging to Participants who opt into the service. Such messaging shall include, but not be limited to, services and benefits available under the Plan, reminders on preventive care, surveys, and educational information.

☑ **Transparency in Coverage Rule and Consolidated Appropriations Act, 2021 Compliance Fee** (Including the No Surprises Act) — $1.35 per employee per month Effective July 1, 2022

- **Benefit Plan Design Review**
  Coverage for emergency services and certain services rendered by out-of-network providers at network facilities must be reviewed to confirm that these services are covered at the in-network level and eligible for external review
- **Implementation of Applicable Notices**
  EOBs, and Health Benefits' website will be updated with a notice prohibiting balance billing so Plan Sponsor's public website can link to it. SPDs and plan documents will be updated, if applicable, with required information
- **Network Provider Change in Status Notification Process**
  Process to notify Participants when a provider leaves the network

- **ID Card Changes**
  - *The major medical deductible, out-of-pocket limit, telephone number, and internet website address must be included on ID cards; fees for reissue of ID cards shall apply*
  - *Pre-certification authorization requirements for emergencies must be removed*

- **Out-of-Network Payments and Independent Dispute Resolution Process by Anthem**

  Process and integration to provide a Qualified Payment Amount (QPA) to calculate the Participant's out-of-network cost-share amount and comply with the Federal Independent Dispute Resolution (IDR) process will be performed by Anthem. The QPA shall also be used to calculate the payable amount under the Plan. Neither Anthem nor Health Benefits will be negotiating claims, subject to the No Surprises Act, with providers or facilities on behalf of Plan Sponsor. Notwithstanding anything in the Agreement to the contrary, Plan Sponsor shall be responsible for all IDR fees, including the administrative fee and the certified IDR entity fee.

5. STOP LOSS SERVICES

☑ **Stop Loss Services**

1. Assist Plan Sponsor or the Plan in securing and placing stop-loss for Plan Sponsor or the Plan. Plan Sponsor shall have final authority to decide whether to purchase stop-loss, the type, level of coverage, and particular insurer.
2. In the event Plan Sponsor purchases a stop-loss policy permitting "advanced funding" of reimbursement claims before (or simultaneously with) payment by the Plan of associated medical expenses, Plan Sponsor hereby acknowledges and agrees:
   A. Health Benefits did not recommend that Plan Sponsor purchase such a stop-loss policy;
   B. Health Benefits will not seek advance funding for any individual provider bill of less than $5,000.
   C. Plan Sponsor's funding obligations remain the same, notwithstanding the purchase of such a stop-loss policy;
   D. Health Benefits shall be relieved of all claim processing duties it has under this Agreement or under ERISA to the extent those duties cannot be properly carried out during the pendency of an "advanced funding" stop-loss claim; and
3. Notwithstanding the foregoing, for any benefit claim received by Health Benefits during the last fourteen (14) days of any stop-loss year, Health Benefits may, but shall in no event be under any obligation to, discharge its duties under this section in such manner as may be required to cause the applicable reimbursement to Plan Sponsor or the Plan to occur as part of the same stop-loss year.
4. Provide tracking and claim filing services to the stop-loss carrier of Plan Sponsor or the Plan, if applicable.

6. Commissions/premiums on insurance policies are payable as set forth below.

		Commissions Payable To:	
Carrier: Optum Health	**Premium**	**Health Benefits**	**Broker**
Specific Stop Loss Employee (composite)	$95.31	0%	0%
Aggregate Stop Loss	$ 3.70	0%	0%

ACKNOWLEDGMENT AND APPROVAL

The undersigned Plan Sponsor hereby certifies that he/she (1) is authorized to sign on behalf of the Plan Administrator and the Plan, (2) acknowledges receipt of the foregoing explanation of services and fees and has read and understands it, and (3) approves the purchase of such insurance (if applicable) and the payment to Health Benefits of such sales commissions, service fees and other compensation arrangements as listed. The addenda attached hereto are hereby incorporated into the Agreement.

PLAN SPONSOR & PLAN ADMINISTRATOR

Signature

Nancy Nien

Print Name

Title: Asst. Supt of Business

Date: 5-18-22

TRUSTMARK HEALTH BENEFITS, INC.

Bill Sawin

Signature

William Sawin

Print Name

Title: Regional President, West

Date: 5.5.22

PERFORMANCE GUARANTEES ADDENDUM

The Effective Date of this Addendum is January 1, 2021.

In the event Plan Sponsor has requested Health Benefits to process run-in claims, these performance guarantees shall not be effective on Plan Sponsor's effective date with Health Benefits. The effective date of the performance guarantees will be determined based on the nature and volume of the run-in processing and shall be specified in separate run-in processing agreement.

The Agreement will be subject to the following performance guarantees.

SECTION 1
CLAIM FINANCIAL ACCURACY CLAIM ADMINISTRATION

1.01 Health Benefits guarantees the claim financial accuracy of 98%. Financial accuracy represents the percentage of claim dollars paid or denied correctly. (This is a group specific measurement.)

1.02 Financial accuracy is calculated by taking the total dollars audited minus total dollars mispaid divided by total dollars audited.

1.03 Health Benefits guarantees the claim financial accuracy requirement of 98% as described below:

Financial Accuracy	Refund Percentage
> = 98%	0%
> = 97.5% and < 98%	0.5%
> = 97.0% and < 97.5%	0.75%
less than 97.0%	1%

1.04 Refunds apply to certain Administration Fees as reflected in Exhibit A.

SECTION 2
CLAIM PAYMENT ACCURACY

2.01 Health Benefits will pay 95% of the claims without payment error. Claim payment accuracy represents the percentage of claim transactions paid or denied correctly. A claim is considered to have been paid correctly when the correct payment amount for the correct patient is sent to the correct payee.

2.02 Claim payment accuracy is calculated by taking the total number of transactions minus the total number of incorrect transactions divided by the total number of transactions.

2.03 If the Quality Assurance results indicate an accuracy percentage differing from 95%, Health Benefits will adjust the claims administration fees for the period, as hereinafter defined, in the amounts as follows:

Claim Payment Accuracy	Refund Percentage
> = 95%	0%
> = 94.5% and < 95%	0.5%
> = 93.5% and < 94.5%	0.75%
less than 93.5%	1%

Refunds apply to certain Administration Fees as reflected on Exhibit A.

SECTION 3
CLAIM TURNAROUND TIME CLAIM ADMINISTRATION

3.01 Health Benefits will process on average 90% of claims within fourteen (14) calendar days of receipt (this is a group specific measurement) and 98% within thirty (30) calendar days. For the purpose of this requirement, the date of receipt shall be construed as the date Health Benefits received all information necessary to process the claim. For example, information or clarification may be requested from:

A. the claimant or employer,

B. parties involved in coordination of benefits,
C. physicians and consultants, and
D. other plan vendors, including PPO's, fraud negotiation vendors, negotiated savings vendors and similar organizations

3.02 The following schedule will apply to the results:

Claims Turnaround Time	Refund Percentage
< = 14 calendar days	0%
15 calendar days	0.25%
16 calendar days	0.50%
17 calendar days	0.75%
18 or greater calendar days	1.0%

3.03 Refunds apply to certain Administration Fees as reflected on Exhibit A.

SECTION 4
AVERAGE SPEED OF ANSWER

4.01 Health Benefits will maintain an average of all incoming calls (including IVR and based on claims location book of business) answered during normal business hours within 35 seconds. If this is not accomplished, Health Benefits will refund up to a maximum of 1% of certain Administration Fees as reflected on Exhibit A.

4.02 The following schedule will apply to the results:

Call Answer Time	Refund Percentage
< = 35 seconds	0%
< = 45 seconds and > 35 seconds	0.5%
< = 55 seconds and > 45 seconds	0.75%
Greater than 55 seconds	1%

SECTION 5
CALL ABANDONMENT RATE

5.01 The abandonment rate of all incoming calls (including IVR and based on claims location book of business) will not exceed 3%. If such rate is exceeded, Health Benefits will refund up to a maximum of 1% of certain Administration Fees as reflected on Exhibit A for the audit period.

5.02 The following schedule will apply to the results:

Call Abandonment Rate	Refund Percentage
< = 3%	0%
< = 3.5 and > 3%	0.5%
< = 4% and > 3.5%	0.75%
Greater than 4%	1%

SECTION 6
AUDIT PERIOD

6.01 The application of performance guarantees shall be for a term as set forth in Exhibit A.

SECTION 7
OTHER REQUIREMENTS

7.01 Notwithstanding any other provisions of this Addendum, no refund shall be payable for any measurement period in which Plan Sponsor's account was determined to be delinquent, or Plan Sponsor has failed to comply with the Funding of Claims and Expenses section of the Agreement, or for any measurement period immediately preceding the date of termination of the Agreement.

BUSINESS ASSOCIATE AGREEMENT ADDENDUM ("this Addendum" or "this BA Agreement")

The Effective Date of this Addendum or this BA Agreement is January 1, 2022.

I. GENERAL TERMS AND CONDITIONS

A. As used in this Addendum (this "Addendum"), the term "Covered Entity" shall mean Plan Sponsor and the term "Business Associate" shall mean Trustmark Health Benefits, Inc. All other capitalized terms used in this Addendum shall have the meanings set forth in the HIPAA Security Rule at 45 C.F.R. Part 160 and Part 164 (the "Security Rule") and the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164 (the "Privacy Rule" and, together with the Security Rule, the "HIPAA Security and Privacy Rules"), unless otherwise defined herein or in the agreement to which this Addendum is attached (the "Agreement").

B. All existing service agreements and amendments thereto between the Covered Entity, on the one hand, and the Business Associate, on the other hand, pursuant to which the Business Associate will perform and/or delivery certain functions, activities and services to or on behalf of the Covered Entity (the "Services") are subject to this Addendum and are hereby amended by this Addendum. In the event of a conflict between the terms of any service agreement and this Addendum, the terms and conditions of this Addendum shall govern.

C. Where provisions of this Addendum are different from those mandated by the HIPAA Security and Privacy Rules but are nonetheless permitted by the HIPAA Security and Privacy Rules, the provisions of this Addendum shall control.

D. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and its successors or assigns any rights, remedies, obligations or liabilities whatsoever.

E. As used in this Addendum, the term "PHI" (as defined below) does not include summary health information or information that has been de-identified in accordance with the standards for de-identification provided for in the HIPAA Security and Privacy Rules.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

A. Compliance with Law. The Business Associate acknowledges that it is required by law to comply with all applicable requirements of the HIPAA Security and Privacy Rules, and all additional security requirements of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), that are applicable to "business associates" (as defined in the HIPAA Security and Privacy Rules). The Business Associate further acknowledges that it is required by law to comply with the use and disclosure requirements of Section 164.504(e) of the HIPAA Security and Privacy Rules and that all other privacy requirements of Subtitle D of the HITECH Act that are applicable to "business associates" (as defined in the HIPAA Security and Privacy Rules).

B. Permissible Uses and Disclosures.

1. The Business Associate shall create, receive, maintain, transmit, use or disclose PHI only in a manner that is consistent with this Addendum and the HIPAA Security and Privacy Rules and only in connection with the provision and delivery of the Services to or on behalf of the Covered Entity pursuant to the terms and conditions of the Agreement. Accordingly, in providing the Services to or on behalf of the Covered Entity, the Business Associate, for example, may use and disclose PHI for Treatment, Payment and Healthcare Operations consistent with the HIPAA Security and Privacy Rules, without obtaining prior authorization for such use or disclosure.

2. Except as otherwise limited in this Addendum, the Business Associate may disclose PHI to other "business associates" (as defined in the HIPAA Security and Privacy Rules) of the Covered Entity to perform duties specifically authorized under the Agreement.

3. As permitted by 45 C.F.R. § 164.504(e)(2) and (4), the Business Associate may also use or disclose PHI that it receives if:

   a. the use relates to (1) the proper management and administration of the Business Associate or the carrying out of the Business Associate's legal responsibilities or (2) de-identification of PHI in performing data aggregation services on behalf of the Covered Entity as well as for the improvement of Business Associate's programs and services; or

   b. the disclosure of PHI received in such capacity is made in connection with a function, responsibility or service identified in Section II.B.3.a(1) above, and (1) such disclosure is required by law or (2) the Business Associate obtains reasonable assurances from the person to whom such PHI is disclosed that it will be held confidentially and such person agrees to notify the Business Associate of any breaches of such confidentiality.

4. The Business Associate may disclose PHI to report violations of law to appropriate Federal or State authorities, consistent with 45 C.F.R. § 164.502.

5. In performing its obligations under this Addendum and the Agreement, the Business Associate shall use, disclose or request only the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

C. Recipients of PHI.

1. The Business Associate shall obtain reasonable written assurances from any person or entity to whom it discloses PHI that such PHI will be held confidentially and used or further disclosed only as required and permitted under the HIPAA Security and Privacy Rules and other applicable laws. Prior to receiving PHI from the Business Associate, each person or entity receiving PHI from the Business Associate must agree to be governed by the same restrictions and conditions contained in this Addendum, including the Business Associate's limitations on uses and disclosures of PHI.

2. The Business Associate shall enter into an agreement with each of its subcontractors pursuant to 45 C.F.R. § 164.308(b)(2) and § 13401 of the HITECH Act that is appropriate and sufficient to require each such subcontractor to protect PHI to the same extent required by the Business Associate hereunder.

3. Any person or entity who receives PHI from the Business Associate must notify the Business Associate of any potential breaches of confidentiality of such PHI within five (5) days of such potential breach.

4. The Business Associate and its agents and subcontractors shall comply with applicable requirements of the Standards for Electronic Transactions (45 C.F.R. §§ 160 and 162).

D. Safeguards.

1. The Business Associate shall establish, implement and maintain administrative, physical and technical safeguards that (a) reasonably protect the confidentiality, integrity and availability of all PHI (whether in electronic or other format) that the Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity as required by the HIPAA Security and Privacy Rules and (b) ensure that no PHI (whether in electronic or other format) created, received, maintained, transmitted, used or disclosed by the Business Associate in connection with the performance and delivery of the Services is used or disclosed except as permitted by this Addendum, including safeguards that satisfy the requirements of the Security Rule with respect to electronic PHI.

2. The Business Associate shall ensure that each agent, including a subcontractor, to whom the Business Associate provides PHI agrees to implement reasonable and appropriate safeguards to protect such PHI.

E. Reporting Requirements.

1. The Business Associate shall report to the Covered Entity any potential use or disclosure of PHI that may be in violation of this Addendum and not permitted under the HIPAA Security and Privacy Rules within ten (10) business days of becoming aware of such potential use or disclosure.

2. Pursuant to 45 C.F.R. § 164.410, in the event of a breach or potential breach by the Business Associate of unsecured PHI, as the terms "breach" and "unsecured PHI" are defined in 45 C.F.R. § 164.402, the Business Associate shall report such breach or potential breach to the Covered Entity within ten (10) business days of discovery of such breach or potential breach. A breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. The Business Associate's report shall include all information available to the Business Associate and necessary to allow the Covered Entity to provide a notification of the breach consistent with 45 C.F.R. § 164.404.

3. The Business Associate shall report to the Covered Entity each potential "security incident," as defined in 45 C.F.R. § 164.304, within ten (10) business days of discovery of such incident. A security incident shall be treated as discovered by the Business Associate as of the first day on which such incident is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. For the avoidance of doubt and notwithstanding the foregoing, the parties acknowledge and agree that information systems are the frequent target of probes, scans, pings and other activities that may not indicate threats, whose sources may be difficult or impossible to identify and whose motives are unknown and that do not result in access or risk to any information system or PHI (each, an "**Access Attempt**"). Although Access Attempts generally do not result in any unauthorized access to or modification or disclosure of PHI, Access Attempts do constitute "security incidents," as defined in 45 C.F.R. § 164.304, and, accordingly, the Business Associate is required to report each Access Attempt to the Covered Entity. The Covered Entity agrees to accept this Addendum as the notification required under § 164.314 and not require the Business Associate to provide any additional notification so long as the Business Associate (a) ensures that all Access Attempts are recorded in the Business Associate's information technology records, (b) regularly reviews its information technology records to determine whether any Access Attempt resulted in unauthorized access to or modification or disclosure of PHI and (c) in the event that the Business Associate is unable to make the determination described in clause (b) following review of its information technology logs, takes all steps reasonably designed to determine whether an Access Attempt resulted in unauthorized access to or modification or disclosure of PHI.

4. The Business Associate shall report to the Covered Entity a request for access to PHI provided for in 45 C.F.R. § 164.524 within ten (10) business days of receipt of such request. The Business Associate shall not respond to such request without written authorization of the Covered Entity.

5. The Business Associate shall report to the Covered Entity within ten (10) business days of receipt of a request to amend PHI. The Business Associate shall not alter or amend PHI that it receives from the Covered Entity without specific written authorization of the Covered Entity, as provided for in 45 C.F.R. § 164.526.

6. If an individual submits to the Business Associate a request for restriction or a request for confidential communications as provided for in 45 C.F.R. § 164.522, then the Business Associate shall report such request to the Covered Entity within ten (10) business days of receipt. The Business Associate shall not respond to such requests without written authorization of the Covered Entity.

F. Accounting of Disclosures. The Business Associate shall respond to the Covered Entity within ten (10) business days of receipt of a request for information that would be appropriate for an accounting of

disclosures of PHI as provided for in 45 C.F.R. § 164.528. The Business Associate shall not be required to maintain a record of disclosures of PHI (1) made for the purpose of Treatment, Payment or Healthcare Operations, (2) made to an individual who is the subject of the PHI or (3) made pursuant to an authorization that is valid under HIPAA.

G. Other Obligations.

1. To the extent that the Business Associate performs any obligations of a Covered Entity under the Privacy Rule, the Business Associate shall comply with the requirements of the Privacy Rule applicable to such Covered Entity in performing such obligations; provided, that unless the Covered Entity has notified the Business Associate of obligations specifically applicable to such Covered Entity, the Business Associate shall determine the extent and scope of such obligations in its reasonable judgment.

2. The Business Associate shall make available to the Secretary of Health and Human Services or its agents, the Business Associate's internal practices, books and records relating to the use and disclosure of PHI as required in 45 C.F.R. § 164.504.

3. The Business Associate acknowledges and agrees that from time to time the Department of Health and Human Services may modify the standard transactions now identified in 45 C.F.R. §§ 162.1101–162.1802. The Business Associate and its agents and subcontractors agree to abide by any changes to such standard transactions that are applicable to the Services.

4. The Business Associate shall cooperate with the Covered Entity to comply with the HIPAA Security and Privacy Rules.

5. If Business Associate conducts all or part of an electronic transaction on behalf of Covered Entity, Business Associate will comply, and will require any Subcontractor involved with the conduct of such Standard Transactions to comply, with each applicable requirement of 45 C.F.R. Parts 160 and 162.

6. Business Associate agrees that it is fully bound by the provisions of 42 U.S.C. 290dd-2(g) and C.F.R. § T. 42, Ch. I, Subch. A, Pt. 2 (Confidentiality of Substance Use Disorder Patient Records) upon receipt of patient identifying information as defined in 42 C.F.R. § 2.11. Business Associate shall implement appropriate safeguards to prevent unauthorized uses and disclosure of patient identifying information. Business Associate shall report to Covered Entity any unauthorized uses, disclosures, or breaches of patient identifying information within ten (10) business days of discovery of such unauthorized use, disclosure, or breach. Business Associate may not re-disclose patient identifying information to a third party unless that third party is a contract agent of the Business Associate, helping the Business Associate provide services under the Agreement, and only as long as the contract agent only further discloses the patient identifying information back to the Business Associate or Covered Entity.

III. OBLIGATIONS OF THE COVERED ENTITY

A. If the Covered Entity wishes to receive PHI, it shall provide the Business Associate with the name or identity/job title of the individual(s) authorized to represent the Covered Entity and who can receive and disclose PHI for purposes of treatment, payment and operations. The Covered Entity shall also notify the Business Associate of any changes made with respect to the individuals so identified.

B. The Covered Entity shall provide the Business Associate with the Notice of Privacy Practices produced in accordance with 45 C.F.R. § 164.520 and any changes thereto.

C. The Covered Entity shall provide the Business Associate with the plan amendment produced in accordance with 45 C.F.R § 164.504.

D. The Covered Entity shall obtain all consents or authorizations necessary for the Business Associate's access to or creation, maintenance, use or disclosure of PHI subject to this Addendum.

E. The Covered Entity shall notify the Business Associate of any restrictions applicable to the Business Associate's use or disclosure of PHI that the Covered Entity has accepted and that apply to any access to or use or disclosure of PHI subject to this Addendum.

F. The Covered Entity shall notify the Business Associate of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522.

G. The Covered Entity shall not request that the Business Associate use or disclose PHI in a manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if so disclosed by the Covered Entity.

H. The Covered Entity shall notify the Business Associate of any specific obligations of the Covered Entity applicable to any obligations of the Covered Entity that the Business Associate performs under this Addendum.

I. The Covered Entity shall be solely responsible for compliance with the Security Rule and the implementation of reasonable and appropriate safeguards with respect to PHI that is subject to this Addendum and that it provides to or receives from the Business Associate, prior to its receipt by the Business Associate, and upon and following its receipt by the Covered Entity from the Business Associate.

J. The Covered Entity shall provide the Business Associate with any changes in, or revocation of, or authorization by Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

K. When making any disclosures subject to 42 U.S.C. 290dd-2(g) and C.F.R. § T. 42, Ch. I, Subch. A, Pt. 2 (Confidentiality of Substance Use Disorder Patient Records), the Covered Entity shall furnish the Business Associate with the required notice. The Covered Entity shall only disclose patient identifying information to the Business Associate as necessary for the Business Associate to perform its duties under the Agreement.

IV. TERMINATION

A. Termination. This Addendum may be terminated in accordance with the termination rights set forth in the Agreement. In addition, this Addendum shall automatically terminate when all PHI previously provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity.

B. Termination for Cause. Upon either Party's knowledge or reasonable belief that the other Party is in or has committed a breach or violation of any material obligation set forth in this Addendum that is required pursuant to 45 C.F.R. § 314(a)(2)(i) or 45 C.F.R. § 164.504(e)(2), the non-breaching party may:

1. if the non-breaching party reasonably believes that such breach is or was due to the breaching party's willful neglect (as defined in the HIPAA Security and Privacy Rules), terminate this Addendum with immediate effect by delivering written notice of such termination to the breaching party regardless of whether such breach is continuing at the time the non-breaching party delivers such notice;

2. if the non-breaching party reasonably believes that such breach was due to reasonable cause (as defined in the HIPAA Security and Privacy Rules) and such breach was not continuing at the time the non-breaching party became aware of such breach, require the breaching party to demonstrate that it has taken appropriate steps (including an independent assessment, at the breaching party's expense, of the breaching party's compliance with the obligation in question) that are, in the non-breaching party's sole discretion, reasonably designed to prevent a recurrence of such breach; or

3. if the non-breaching party reasonably believes that such breach is due to reasonable cause (as defined in the HIPAA Security and Privacy Rules) and such breach was continuing at the time the non-breaching party became aware of such breach, notify the breaching party of such breach and grant to the breaching party thirty (30) days following the breaching party's receipt of such notice in which to cure such breach; provided, that such thirty (30) day period shall be extended to the extent reasonably necessary to permit the breaching party to cure such breach so long as the

breaching party takes all steps reasonably designed to cure such breach during such initial thirty (30) day period; provided, further, that if such thirty (30) day period is extended, the non-breaching party may require the breaching party to engage an independent third party to conduct an independent assessment, at the breaching party's expense, of the breaching party's efforts if such breach has not been cured within a reasonable period of time after expiration of the initial thirty (30) day period.

C. Obligations of the Business Associate upon Termination. Upon termination of the Agreement or this Addendum, the Business Associate shall promptly return to the Covered Entity, or, if agreed to by the Covered Entity, destroy, all PHI previously created, maintained or received by the Business Associate on behalf of the Covered Entity that the Business Associate maintains in any form. The Business Associate shall retain no copies of such PHI.

D. Retention of PHI. The Business Associate may retain PHI to the extent reasonably necessary to permit the Business Associate to comply with applicable laws and so long as the Business Associate extends the protections of this Addendum to all such PHI and takes all actions necessary to limit further uses and disclosures of such PHI for so long as the Business Associate retains such PHI. If the Covered Entity and the Business Associate determine in good faith that termination of this Addendum and the return or destruction of all PHI previously provided by the Covered Entity or the Health Plan to the Business Associate would cause irreparable business interruption or harm to customers of the Covered Entity, or if termination of this Addendum is otherwise not feasible, then (1) the Covered Entity and the Business Associate shall take all commercially reasonable actions to mitigate the effects of such situation, (2) the Covered Entity or the Business Associate may report such situation to the Secretary of Health and Human Services and (3) the Business Associate shall extend the protections of this Addendum to all such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. Upon termination of the condition that makes retention of PHI by the Business Associate necessary for the Business Associate's compliance with law or that makes return or destruction of PHI infeasible, the Business Associate shall return or destroy such PHI as instructed by the Covered Entity.

E. Survival. The obligations of the Business Associate under this Section IV shall survive the termination of this Addendum and the termination of the Agreement.

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RENEWAL AMENDMENT No 6

This Amendment hereby amends the **Run-Off Claims Administration Agreement** ("Agreement") dated **July 1, 2016** by and between **Keenan & Associates** and **Anaheim Union High School District** (hereinafter referred to collectively as the "Parties") as follows:

WHEREAS, the current term of the Agreement shall expire on **June 30, 2022**; and

WHEREAS, the Parties desire to continue their relationship subject to the terms and conditions outlined in the Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. The Agreement is hereby renewed for an additional **one (1)**-year term beginning on **July 1, 2022** and ending on **June 30, 2023** ("Renewal Term").

2. The PRIME Fee Schedule, effective July 1, 2022 and attached hereto as Exhibit C, hereby replaces the previous Prime Fee Schedule as of the effective date of this agreement.

3. Section 12.C is hereby amended to read as follows:
   - Upon termination of this Agreement Keenan shall return open and closed claim files, loss reports, payroll information and other documents and materials relating to the services provided under this Agreement to Client within a reasonable time after termination. Keenan will not be financially responsible for any costs, fees, charges, or amounts to transfer the electronic and/or physical files either from a storage facility or from the Keenan's office to the new third party administrator or back to the Client.

4. All the remaining terms and conditions of the Agreement shall remain unchanged and in full force and effect, and shall govern the conduct of the Parties during the Renewal Term.

5. The effective date of this Amendment is **July 1, 2022**.

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6. Each person signing this Amendment to the Agreement on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Amendment is binding on and enforceable against such Party.

Anaheim Union High School District			Keenan & Associates	
Signature:			**Signature:**	
By:	**Nancy Nien**		**By:**	**Tara Schilling**
Title:	**Assistant Superintendent of Business Services**		**Title:**	**President, Claims Operations**
Address:	**501 Crescent Way, Anaheim, CA 92803**		**Address:**	**2355 Crenshaw Blvd., Suite 200 Torrance, CA 90505**
Email:	Nien_n@auhsd.us		**Email:**	**gtrapp@keenan.com**
Attention:	**Nancy Nien**		**Attention:**	**Greg Trapp**

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EXHIBIT C

PRIME

A Keenan Solution

Fee Schedule – Effective July 1, 2022
(Subject to change upon notice)

MANAGED CARE

Early Intervention Initial Assessment / Triage ..... $50 / Hour

Telephonic Case Management (TCM) ..... $110 / Hour

- PPO Channeling
- 4 PT Contact
- Initial Evaluation
- RTW Plan
- Medical Care Evaluation
- Written/Case Management Action Plan

Utilization Review ..... $125 / Referral

- Up to 8 items per referral

Physician Advisor ..... $250 / Referral

- Up to 8 items per referral
- Medical Necessity Determination
- Physician-to-Physician Contact

Specialty Physician Review ..... $395 / Hour

- Specialty match required
- Appeals

STOP (Pharmacy Review)..... $325 / Hour

- Peer-to-Peer Contact by Physician
- Management of Opioid Use
- Written Treatment Plan / Recommendations

BILL REVIEW

Minimum Processing Fee of $13.00 per bill

Price bills to State Fee Schedules ..... 14% of Savings

PPO Network Access (Anthem) ..... 25% of Savings

- Retrospective Network Capture
- Preferred Vendor Pricing (Ancillary Services)

MPN Access ..... $3.50 per MPN bill

- Care Concierge™ Medical Access Assistant
- Physician Based Outcome Analytics

Pharmacy Benefit Management ..... 20% of Savings

- Additional $3.00 per prescription administrative fee

Negotiations ..... 24% of Savings

Complex Bill Review by Physician ..... 24% of Savings

eBill Access ..... $1.20 per e-bill

State Reporting Administrative Fee ..... $1.35 per bill

WeTip 2.0 Anonymous. Effective. Innovative. 909.987.5005

Powerful alone. Better together.

WeTip provides a complete anonymous reporting solution platform with all the tools and integrations you need to help fight crime, bullying and trafficking.



Cloud Based Online Form Reporting

WeTip 2.0 provides comprehensive and personlized reporting forms that are catered directly to your organizational needs. With the addifiton of Online Form Reporting, mitigate and deter crime at your organization while staying ahead of any instances that occur.



Form Monitoring and Triage

Provide a way for anyone to communicate information on crimes or incidences of any kind. Provide seamless website integration, custom forms, and reporting groups. Confidential text message reporting included.



24/7/365 National Reporting Telephone Hotline

WeTip 2.0 is proud to offer our long-standing, national hotlines for any incidents that occur inside or outside your organization. If any instance of crime, vandalism, harassment, discrimination, arson, etc. arises, trust WeTip 2.0 to direct your reports to the proper authorities.



Integration with Full Catapult EMS Suite

Seamless integration with the full Catapult Emergency Managment System. Take Control of your organization's safety with Anonymous Reporting, Staff Panic Buttons, Emergency Notifications & Alerts, Emergency Management, and more!

Prepared For: Anaheim Union High School District

WeTip 2.0 Anonymous. Effective. Innovative. 909.987.5005

Be part of the solution.

Fight Crime, Drugs, Bullying, and much more with WeTip 2.0



A Complete Toolkit For Anonymous Reporting

- Cloud Based Online Form Reporting
- Form Monitoring and Triage
- 24/7/365 National Reporting Telephone Hotline
- Integration with full Catapult EMS Suite

Prepared For:

Anaheim Union High School District

LeAnna Williams

WeTip Anonymous Reporting Solution Quote

Client: Anaheim Union High School District	Date: May 18, 2022
Contact: LeAnna Williams	Phone: 714-999-3511
Address: 501 North Crescent Way, Anaheim, California, 92801	Email: williams_le@auhsd.us
Contact: Kristen Arnel	Contact Email: karnel@wetip.com

Year 1: Bundled Setup & Annual Service

Description	Quantity	Price	Subtotal
YEARLY SERVICE FEES			
WeTip Live 24/7/365 Phone Call Center Live call center operators taking your anonymous tip reports 24 hours a day, 7 days a week, 365 days per year. Also included are our nationwide hotline numbers, dedicated hotline number and WeTip website tip form submissions that generate over 25,000 tips per year! Dedicated line setup included. Includes Keenan Member Preferred Pricing and $201.00 material allotment. Yearly service for 21- total sites for 12 months from July 1, 2022 - June 30, 2023	1	$2,010.00	$2,010.00
		Total	**$2,010.00**

Year 2: Bundled Annual Service Fees

Description	Quantity	Price	Subtotal
WeTip Live 24/7/365 Phone Call Center Live call center operators taking your dedicated anonymous tip reports 24 hours a day, 7 days a week, 365 days per year. Also included is our nationwide hotline numbers and WeTip website tip form submissions that generate over 25,000 tips per year! Includes Keenan Member Preferred Pricing and $201.00 material allotment. Yearly Service for 21- total sites and 33,502 total students	1	$2,010.00	$2,010.00
		Total	**$2,010.00**

Payment & Terms of Use

By signing below, Client approves this quote and certifies that they understand and accept what work is to be performed for the price defined. This quote is good for 30-days. To electronically sign this quote please click on the boxes provided below. If you would prefer to hand sign this quote you can download a PDF copy then email the signed copy to sales@catapultK12.com. By signing this quote the client agrees to the Terms of Use on the WeTip.com website. By signing this quote, you are contracting with Diverse Network Associates, Inc. (DBA Catapult & WeTip 2.0) from July 1, 2022 to June 30, 2024 for the summary of fees outlined above.

Payment Frequency	Annually
Payment Terms	Payment Due Net 30 from Receipt of Invoice
Billing Contact Name	LeAnna Willams
Billing Contact Email	williams_le@auhsd.us

Billing Address	501 N. Crescent Way, Anaheim, CA 92801
Billing Phone Number	714.999.5657

CUSTOMER

Signature	Date: 5-19-22
Name: Nancy Nien, Ph.D	Title: Assistant Superintendent, Business Services

SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE ANAHEIM UNION HIGH SCHOOL DISTRICT AND EIDE BAILLY LLP

This Amendment Agreement is made and entered into this 17th day of June, 2022 ("Effective Date"), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92801 ("District"), and **Eide Bailly LLP**, 10681 Foothill Blvd Ste 300, Rancho Cucamonga, California 91730 ("Consultant"), for performance auditing services.

WHEREAS, the District and Consultant entered into an agreement on August 14, 2020, setting forth the terms and conditions under which the Consultant would perform professional performance auditing services ("Agreement"), in connection with the District's facilities projects that require auditing serves under Prop 51 funding by the School Facility Program ("Project" or "Projects");

WHEREAS, the District and Consultant subsequently agreed to amend the Agreement by vote of the Board of Trustees on June 17, 2021;

WHEREAS, the term of the Agreement is from August 14, 2020 to June 30, 2022;

WHEREAS, the Board of Trustees of the District limited the expenditures under the agreement not to exceed $45,000;

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, 2023. Neither District nor Consultant shall have any obligations to the other after June 30, 2023 unless and until a written extension agreement is entered into between the parties.

2. The authorized expenditures under this Agreement shall be increased by $30,000 to not exceed $75,000 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

Eide Bailly LLP

Bobby Patel
CPA, CFE

SECOND
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 17th day of June, 2022 ("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;

WHEREAS, the term of the Agreement is from June 30, 2020 to June 30, 2022;

WHEREAS, the Board of Trustees of the District limited the expenditures under the agreement not to exceed $3,000,000;

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, 2023. Neither District nor Consultant shall have any obligations to the other after June 30, 2023 unless and until a written extension agreement is entered into between the parties.

2. The authorized expenditures under this Agreement shall be increased by $2,200,000 to not exceed $5,200,000 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 Assistant Superintendent, Business	Anthony Sanchez Executive Vice President

AGREEMENT FOR PROFESSIONAL HAZARDOUS MATERIAL ABATEMENT SERVICES BETWEEN ANAHEIM UNION HIGH SCHOOL DISTRICT AND ENVIRONMENTAL NETWORK CORPORATION

This Agreement ("Agreement") is made and entered into this 17th day of June, 2022 ("Effective Date"), by and between the ANAHEIM UNION HIGH SCHOOL DISTRICT ("District") and ENVIRONMENTAL NETWORK CORPORTATION ("Consultant"), (collectively referred to as the "Parties" and each individually as "Party").

1. **Recitals.**

1.1 **Consultant.** Consultant has experience and expertise in preparing plans and specifications and providing monitoring services for hazardous materials abatement for school districts.

1.2 **District.** District desires that the Consultant provides plans and specifications for bidding and monitoring services for hazardous materials abatement for construction projects at various school sites and inspection services at all school sites within the District.

1.3 **Project.** Consultant represents itself able and, for a consideration, willing to perform the services required by the District.

2. **Terms.**

2.1 **Scope of Services, Qualifications and Term**.

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference **("Services")**. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

(b) Consultant Qualifications. As a material term of this Agreement, Consultant represents that it has and shall maintain throughout the term of this Agreement all professional licenses and certifications required for the performance of Services as set forth herein.

2.2 **Term**. The term of this Agreement shall be for one year from **July 1, 2022** until **June 30, 2023** unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment for a one or two-year term at the discretion of the District. Should the Parties agree to extend the term of this Agreement, the fee for services described in Exhibit "B" shall remain the same pending negotiation between the Parties.

2.3 **Responsibilities of Consultant.**

(a) Control and Payment of Consultants and its Subordinates. District retains Consultant on an independent contractor basis, and Consultant is not an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction

(b) n and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage, as applicable, and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. The Consultant shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the District shall provide Consultant with a copy of the prevailing rates of per diem wages. Consultant shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. If the District is utilizing funds derived from the Kindergarten-University Public Education Facilities Bond Act for this Project, it is required to enforce the District's Labor Compliance Program ("LCP"). The Consultant shall abide by the District's LCP, if applicable.

(c) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of District and any and all applicable regulatory State agencies, and shall be the property of District.

(d) Reports. Consultant shall provide the District with copies of all reports required to be submitted to applicable regulatory State agencies to District, whether or not such reports must be submitted to the District.

(e) Services Authorization. Consultant shall obtain from District a work authorization for the Project. Such work authorization shall reiterate Consultant's duties outlined herein. The work authorization shall be written in the amount set forth in Exhibit "B."

(f) Maintenance of Any Construction Records. Consultant shall maintain complete and accurate testing and inspection records with respect to all records related to the Project. These records shall be maintained by Consultant and made available at all reasonable times during any period which services are provided for the Project and for five (5) years from the Effective Date of this Agreement.

(g) Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

(h) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(i) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all California Code of Regulations Title 24 and Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(j) Insurance.

(i) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to District that the subcontractor has secured all insurance required under this Section.

(ii) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability:* Workers' Compensation insurance as

required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability:* Coverage which is appropriate to the Consultant 's profession, or that of its consultants or subcontractors.

(2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of $1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability:* Not less than $1,000,000 per claim/ $2,000,000 aggregate.

(3) Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

a. General Liability. The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer waives all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

d. Professional Liability. Consultant and its sub-consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

(iii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

(v) Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by District if requested. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

(k) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(l) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all Services. Consultants Project Team is identified on Exhibit "C". Should Consultant

fail to adequately staff the Project and/or maintain appropriate license and certifications throughout the term of this Agreement, the District may, at its sole discretion, retain third-party services and back charge Consultant for all third party fees.

2.4 **Fees and Payments.**

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. Extra Services may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. Invoices shall be submitted monthly, by the 10th of the month for services provided in the immediately preceding month, and include a breakdown of charges and records of acceptance of services performed. For hourly services, there shall be no minimum level of effort hours per service. Separate invoices shall be submitted for each Project, each Service Authorization, and each Purchase Order, as applicable. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

(b) Invoice Documentation. The Consultant shall submit the following information and documentation as part of all invoices:

(i) Location (School Name)
(ii) Project Description (Project Name)
(iii) Project Number
(iv) Service Authorization Number
(v) Purchase Order Number (Refer to the Purchase Order sent directly to the Consultant from District Purchasing Department.)
(vi) For task performed: date, task description, duration (if an hourly charge) and name of staff performing task.
(vii) For each sample tested: sample identification, description of test performed, date sample obtained, date tested and test report.
(viii) Copies of field reports for services performed at site during the invoice period. Field reports shall include date, start time and finish time for each staff member providing services at the site.
(ix) Copies of test reports for tests performed at the site or in a laboratory during the invoice period.
(x) Copies of draft and final reports, and other deliverables required by this Agreement.

Failure to provide the required information and documentation will cause an invoice to be deemed unacceptable. When the required information is not provided with an invoice the invoice will be returned for correction, and the documentation will be requested in writing. Processing of invoices will proceed when the required information and documentation are provided and deemed acceptable.

(c) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

(d) Extra Services. At any time during the term of this Agreement, District may request that Consultant perform Extra Services. As used herein, "Extra Services" means any Services which are determined by District to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Services without written supplemental work authorization from District.

2.5 **Maintenance of Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

2.6 **General Provisions**.

(a) Suspension of Services. The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the District shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without District's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

ENVIRONMENTAL NETWORK CORPORATION
16700 Valley View Ave, Suite 100
La Mirada, CA 90638
Attn: Bill Bohning

DISTRICT:

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way
Anaheim, CA 92801
Attn: Facilities Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by District. Should District wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

(f) Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

(g) Indemnification. To the fullest extent permitted by law, Consultant shall defend (with legal counsel of District's choice), indemnify and hold the District, its Board, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to negligent acts, errors and omissions or willful misconduct of Consultant, its officials, officers, employees, agents, and contractors arising out of or in connection with the performance of the Services or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. The only limitation upon Consultant's duty to indemnify and hold harmless the District, its Board, officials, officers, employees, volunteers and agents shall be for the sole negligence or willful misconduct of the District, its Board, officials, officers, employees, volunteers and agents. Consultant shall reimburse the District and its Board, directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its Board, directors, officials, officers, employees, agents or volunteers.

(h) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements

(i) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of Los Angeles, State of California.

(j) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(k) District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

(l) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of District.

(m) Amendments. This Agreement may not be amended except by a writing signed by the District and Consultant.

(n) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or

unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(o) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(p) Conflict of Interest. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(q) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Disabled Veteran Business Enterprise ("DVBE") program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(r) Fingerprinting Requirements. The District has considered the totality of the circumstances concerning the Services to be performed hereunder and has determined that the Consultant and Consultant's employees are (check one):

__**X**__ Subject to the requirements of Education Code section 45125.2 which requires that the Consultant, at its own expense, (1) install a physical barrier to limit contact with students by Consultant, Consultant's employees and subconsultants, or (2) provide for the continuous supervision and monitoring of the Consultant, Consultant's employees and subconsultants by an employee of the Consultant who has received fingerprint clearance from the California Department of Justice, or (3) provide for the surveillance of the Consultant, Consultant's employees and subconsultants by a District employee.

___ Not subject to the requirements of Education Code section 45125.2 but shall, at Consultant's own expense be subject to the following preventative measures: (1) Consultant shall maintain a list of it's employees and subconsultant that will perform work at the location of the Services as set forth in the Scope of Services, indicating which employees and subconsultant shall be at each location, if more than one location, on each day of Services; (2) Consultant, Consultant's employees and subconsultants shall not change the site of Services without first contacting the Consultant so that Consultant may update its records; and (3)

Consultant, Consultant's employees and subconsultants shall not use student restroom facilities; and (4) If Consultant, Consultant's employees and subconsultants find themselves alone with one or more students, Consultant, Consultant's employees and subconsultants shall immediately contact the school office and request that a member of the school staff be assigned to the Services location.

By its signature hereunder, Contractor agrees with the District's above determination and agrees to comply and to ensure that all of its subconsultants comply with the requirements herein.

(s) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(t) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

ANAHEIM UNION HIGH SCHOOL DISTRICT

By:_____
Name: Nancy Nien
Title: Assistant Superintendent Business

ENVIRONMENTAL NETWORK CORP

By:_____
Name: Bill Bohning
Title: Vice President

95-4741876
Federal Tax I.D. Number

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide the services set forth herein, as well as any incidental services necessary for the full and adequate completion of Services in strict accordance with all applicable local, state and federal laws rules and regulations, including but not limited to, the State Building Code, California Code of Regulations, including but not limited to Title 24, and instructions included herein.

Inspection Services

- Review existing Inspection Reports
- Conduct a 6-month inspection at all District sites as required by EPA/AHERA and provide a written report in hard copy and an electronic file in a pdf format or other format acceptable to the District.
- Conduct a 3-year inspection at all District sites as required by EPA/AHERA and provide a written report in hard copy and an electronic file in a pdf format or other format acceptable to the District.

Construction Services

Phase I:

- Review plans and specifications for proposed construction activities and any existing documentation relative to the presence of hazardous material present.
- Survey and inspect the areas to be disturbed by the proposed construction activities and sample material suspected to be asbestos-containing or have lead present.
- Conduct on site tests and laboratory analysis of surfaces suspected to contain lead. Tests and analyses shall be conducted in accordance with but not limited to: Federal, State and local rules and regulations. Lead samples will be analyzed using either inductively-coupled plasma, atomic emission spectroscopy (ICP-AES), or atomic absorption spectroscopy (AAS).
- Conduct laboratory analysis of material samples suspected to be asbestos containing. Laboratory analysis will be in accordance with but not limited to: Federal, State and local rules and regulations, USEPA/600/R-93/116, "Interim Method of the Determination of Asbestos in Bulk Insulation Materials," 40 Code of Federal Regulations (CFR) Part 763, Subpart E. Appendix E, Section 285.323 (1) of the National Institute of Standards and Technology (NIST) Handbook 150.

Phase II:

- Prepare engineering assessment reports documenting the findings resulting from inspection/surveys, test, and laboratory analyses and recommendations regarding abatement or other proposed procedures.

- Prepare scope of work and technical specifications for asbestos and lead abatement for inclusion with construction documents for procurement purposes. Remediation/abatement specifications shall be provided using the CSI 16 Division Master Format.
- Prepare an independent cost estimate and development of bid alternates.
- Provide assistance with bidding and awarding of construction contract.

Phase III:

- Monitor abatement work activities for compliance with all applicable laws and regulations and the contracted scope of work and the specifications, including additional material sampling, testing, and air sampling and testing during abatement operations.
- Review and exercise acceptance/approval action on submittals required by the abatement specifications.
- Prepare and maintain daily reports and logs of monitoring, sampling and testing, and disposition of material manifests. Prepare close out reports at the completion of abatement activities. Copies of all reports/records will be provided to the District, both in paper and electronically.

General Requirements/Procedures

DOCUMENTATION: All reports and documentation will be submitted daily or as individual occurrence reports of hazardous material abatement testing results and activities to the District both in paper and electronic file. Paper communication may be by facsimile or hand delivered.

SAMPLING PROTOCOL: (Including but not limited to) OSHA PERSONAL SAMPLING: The Consultant shall perform OSHA sampling on their staff when required.

ASBESTOS CLEARANCE PROTOCOL: Clearance air samples will be analyzed using transmission electronic microscopy (TEM) in accordance with the methodology described in the 1987 EPA rule, “Asbestos-Containing Materials in Schools”, and 40 CFR Part 763, Subpart E, Appendix A.

POST CONSTRUCTION LEAD SAMPLING: Composite wipe sampling shall be performed by the Consultant prior to releasing areas to the general public. These areas shall not be released until samples taken meet HUD June 1995 standards or the most current.

MONITORING PROTOCOL: During abatement operation, work shift perimeter air monitoring of all contained work areas is required. This includes sampling the decontamination clean room and the negative air unit(s) exhaust. Note: Negative air units shall not be exhausted within the District's buildings without the prior written permission of the District. If required by law and approved in writing by District, or under District direction, the Consultant shall be physically present at the worksite whenever the contractor is performing abatement.

MANIFESTING OF WASTE: The Consultant is the on-site representative of the District overseeing the abatement operation. The Consultant shall verify and sign all forms required for

the manifesting, transporting and disposal of hazardous or regulated waste. The District reserves the right to recover monies from the Consultant for fines levied by the State of California upon the District due to incomplete or improperly completed forms.

FINAL REPORT: Within thirty days of Completion of a monitoring project the Consultant shall submit two copies of the final report to the District. Final payment will not be made until these reports are received and accepted. A penalty of $50.00 will be accessed for every calendar day the report is late after the 30 day period.

EXHIBIT "B"

COMPENSATION FOR SERVICES

[INSERT FEE SCHEDULE]

A. Fee Schedule

1. The following is a schedule/table of standard unit prices, hourly rates, description, a percentage fee for each construction project related service, and fee for inspections services with a detailed breakdown for itemized services listed effective July 1, 2022.

ASBESTOS/LEAD/INDUSTRIAL HYGIENE/ENVIRONMENTAL SERVICES (HOURLY RATES)

Classification – Description of Services	Hourly Rates	Overtime/ Holiday Rates
CAC/Project Manager - Building Inspections, Project Design, Project Monitoring, Project Management, Report Draft, Remediation/Abatement plans, Specifications	$95.00	$130.00
CIH/CAIH ï Expert Witness, Indoor Air Quality, Inspections, Remediation Plans, Mold surveys, Report Draft	$125.00	$150.00
Project Manager/Project Designer/DHS Project Designer ï Project Design, Specifications, Remediation Plans, Project Design, assessment.	$75.00	$125.00
Asbestos Site Surveillance Tech/Field Technician/Industrial Hygienist ï Onsite inspections, onsite monitoring, clearance sampling, hazardous materials inspections.	$75.00	$125.00
DHS Project Monitor/Inspector/Assessor (Lead) ï Onsite Inspections, assessment, Negative Exposure assessment, Risk assessment, Clearance sampling	$75.00	$125.00

B. ASBESTOS/LEAD/MOLD SAMPLE ANALYSIS

Sample Analysis (fees per sample)	72-Hours	48-Hrs	24-Hrs	8-Hr Rush
Bulk Sample Analysis (PLM)	$9.00	$10.00	$12.00	$18.00
PCM Analysis Air Sample/Clearance/Onsite (Included in daily monitoring rate)	$0.00	$0.00	$0.00	$0.00
TEM AHERA Analysis Air Sample/EPA Level II	$75.00	$85.00	$95.00	$135.00
Paint Chip Analysis (SW-846-3050 B)	$15.00	$18.00	$25.00	$50.00
Lead Air Samples (NIOSH 7082)	$15.00	$18.00	$25.00	$50.00
Lead Dust Wipe/Area Clearance Wipe (SW-846-7420)	$15.00	$18.00	$25.00	$50.00
Lead Soil/Water/Waste Water Analysis	$40.00	$45.00	$50.00	$95.00
XRF Testing Equipment (Lead)	N/A	N/A	N/A	$400.00/Day
Microbiology ï Mold Air-O-Cell, Spore trap	$65.00	$70.00	$75.00	$100.00
Microbiology ï Mold Tape Lift, Swab, bulk	$65.00	$70.00	$75.00	$100.00

EXHIBIT "C"

PROJECT TEAM

[INSERT CONSULTANT'S PROJECT TEAM]

1. William Bohning
2. Alexander Blankevoort
3. Nestor Canas
4. Wilson Medina
5. Jesus Osuna
6. Angel Jimenez
7. Jesus Roman
8. Austin Melvin
9. Luis Gallegos
10. Roberto Cisneros

CHANGE ORDER NO. 1

(Additive)

PROJECT: Bid #2019-10 Districtwide Video Surveillance Solution

TO: HCI Systems, Inc.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE:

Work Orders #1 thru #4 – Combined amount = $219,864.29

COST (This cost shall not be exceeded.):

Original contract price:	$ 2,235,014.00
Change Order amount:	$ 219,864.29
New contract price:	$ 2,454,878.29

TIME FOR COMPLETION:

Original completion date:	consecutive calendar days
Time for completion of Change Order:	no change
New completion date:	consecutive calendar days

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR	DISTRICT
By: Jon Russo (Digitally signed by Jon Russo DN: C=US, E=jrusso@hcisystems.net, CN=Jon Russo Reason: I have reviewed this document Date: 2022.05.25 10:52:56-07'00')	By: _____
Signature	Signature
Jon Russo	Nancy C. Nien
Print Name	Print Name
Project Manager	Assistant Superintendent, Business
Title	Title
5-25-22	
Date	Date

CHANGE ORDER NO.1

(Deductive)

PROJECT: RFP #2019-26 Dale Jr. High School Modernization, New Construction & Polaris Project

TO: Pinner Construction Co., Inc.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE:

Dale Work Order #1-28 and Polaris Work Order #1-18- Change order work related to the Dale JHS Modernization, New Construction and Polaris Project. These work orders reflect the additive and deductive intermediate change directives required to complete the project. The mentioned work orders are reflected in the total cost of the work for the project.

Work Order #19 (POL)- Represents the final construction costs, including allowance. This work order displays the final total cost savings of the work to the original contract value.

COST (This cost shall not be deleted.):

Original contract price:	$ 45,799,000.00
Change Order amount:	$ (541,090.67)
New contract price:	$ 45,257,909.33

TIME FOR COMPLETION:

Original completion date:	673 calendar days
Time for completion of Change Order:	204 calendar days
New completion date:	877 calendar days

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the

adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: David Torres Digitally signed by David Torres DN: cn=David Torres, o=Pinner, ou=Field Managment, email=dtorres@pinnerconstruction.com, c=US Date: 2022.05.25 12:27:37-07'00'
Signature

David Torres
Print Name

Project Manager
Title

May 25th, 2022
Date

DISTRICT

By: _____
Signature

Nancy C. Nien
Print Name

Assistant Superintendent, Business
Title

_____
Date

ARCHITECT

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

Declaring Certain Equipment as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction	
Quantity	**Description**
56	Computer Desktop
6	Computer Keyboard
112	Computer Laptop
53	Computer Monitor
4	Computer Tablet
1	Document Camera
517	Laptop Chromebook
177	Laptop Stream
2	Printer
22	Projector
16	VCR/DVD Player

EXHIBIT WW

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
Dictionary					
Dictionary	28	Outdated	Fair	Obsolete	No To Be Sold
Dictionary Spanish/English	11	Outdated	Fair	Obsolete	No To Be Sold
Science					
Biology	80	Outdated	Fair	Obsolete	No To Be Sold
Social Science					
Economics: Principals in Action	91	Outdated	Fair	Obsolete	No To Be Sold
Magruders: American Government	61	Outdated	Fair	Obsolete	No To Be Sold
The American Pageant: AP Edit	11				
The Americans	69	Outdated	Fair	Obsolete	No To Be Sold
The Western Heritage	36				
Understanding Psychology	16	Outdated	Fair	Obsolete	No To Be Sold

DONATIONS

June 16, 2022

Location	Donated By	Item
AUHSD	Anna L. Piercy	$100, Color and Light 21st Annual Student Art & Photography Exhibition
	Katherine H. Smith	$30, Color and Light 21st Annual Student Art & Photography Exhibition
	Assistance League of Anaheim Anaheim Hills Auxiliary	$500, Color and Light 21st Annual Student Art & Photography Exhibition
	Deanna Miner	$100, Color and Light 21st Annual Student Art & Photography Exhibition
Loara	Lance Neal	Rubber Matting, Athletics-Weight Room
	Lance and Cindy Neal	Football Uniforms, Football Program
Oxford	Mr. Kim	$1,000, Girls Tennis Team

ANAHEIM UHSD

EXHIBIT YY

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 06/16/2022 **FROM 04/26/2022 TO 06/06/2022**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
R64R2187	**5 DOLLAR SCHOOL TEES**	**1,111.12**	1,111.12	0172489510 4310	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
R64C0172	**A AND V CONTRACTORS INC.**	**5,593.00**	5,593.00	0122230081 5610	MA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
R64R2077	**ABLENET INC.**	**1,670.13**	1,670.13	0147000910 4310	HOPE/LCFF-CONCENTRATION/INSTR /
R64C0176	**AC POWER 1 INC**	**3,588.00**	3,588.00	0110221081 5610	OPERATIONS / CUSTODIAL / REPAIRS/MAINT - O/S
R64R2196	**AC POWER 1 INC**	**4,000.00**	4,000.00	0124231081 5610	LOARA/ELECTRIC/MO / REPAIRS/MAINT - O/S
R64R2259	**AC POWER 1 INC**	**22,398.21**	22,398.21	0125231081 5610	KA/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES
R64T0667	**ACORN MEDIA**	**7,677.19**	7,677.19	0117468010 4320	IS/LOTTERY/INSTR / OTHER OFFICE/MISC SUPPLIES
R64T0676	**ACP DIRECT**	**204.65**	204.65	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
R64T0654	**ADAFRUIT INDUSTRIES LLC**	**242.17**	242.17	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
R64T0638	**ADORAMA**	**2,603.46**	2,603.46	0131000910 4410	BR/LCFFF-CONCENTRATION/INSTR / EQUIPMENT -
R64T0646	**ADORAMA**	**1,292.46**	1,292.46	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAI
R64T0678	**ADORAMA**	**1,594.33**	1,594.33	0122025040 4410	MA/ASB/ANCIL / EQUIPMENT - NON-CAPITALIZED
R64S0174	**ADVANTAGE WEST INVESTMENT ENTE**	**2,002.43**	2,002.43	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64S0178	**ADVANTAGE WEST INVESTMENT ENTE**	**630.34**	630.34	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64A0262	**AIREMASTERS AIR CONDITIONING**	**163,000.00**	163,000.00	2750731185 6270	BOND SERIES 2017 - MEAS H / MAIN BUILDING
R64A0263	**AJ FISTES CORPORATION**	**317,500.00**	317,500.00	0124237081 5610	LOARA/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
R64A0273	**ALTA LANGUAGE SERVICES INC.**	**5,000.00**	5,000.00	0163000921 5810	EL/LCFF-CONCENTRATION/SUPV /
R64R2140	**AMERICAN CASUAL**	**964.36**	964.36	0135489510 4310	DA/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAI
R64R2190	**AMERICAN CASUAL**	**628.08**	628.08	0135489510 4310	DA/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAI
R64R2238	**AMERICAN CASUAL**	**1,391.27**	377.86	0161489810 4310	PO/TUPE COHORT M (2020-23) / INSTRUCTIONAL
			1,013.41	0168489510 4310	GI/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
R64R2208	**AMERICAN LEGION**	**75.00**	75.00	0121000010 5880	WESTERN/INSTR / OTHER OPERATING EXPENSES
R64R2168	**ANAHEIM COMMUNTIY SERVICES**	**950.00**	950.00	0153392410 5880	SP/EXPANDED LEARN OPPORT (ELO) / OTHER

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 06/16/2022 **FROM 04/26/2022 TO 06/06/2022**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
R64R2146	**ANAHEIM CONVENTION CENTER**	**150.00**	150.00	0156156072 5620	FACILITIES/GENL ADM / RENTALS/OPERATING
R64R2209	**ANAHEIM CONVENTION CENTER**	**225.00**	225.00	0153752140 5620	COLOR & LIGHT/ANCIL / RENTALS/OPERATING
R64A0270	**ANAHEIM FAMILY YMCA**	**562,920.48**	562,920.48	0100439540 5100	AFTER SCHOOL ED/SAFETY/ANCILLA /
R64R2044	**APPLIED PRACTICE LTD.**	**215.52**	215.52	0142004010 4310	OXFORD/ENGLISH/INSTR / INSTRUCTIONAL MATL &
R64S0177	**ARCMATE MANUFACTURING CORP.**	**1,391.79**	1,391.79	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64T0653	**AREY JONES EDUCATIONAL SOLUTIO**	**6,038.27**	19.40	0125000910 4310	KA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			6,018.87	0125000910 6490	KA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
R64T0690	**AREY JONES EDUCATIONAL SOLUTIO**	**2,546.56**	2,546.56	0135381010 4310	DALE/ECIA1/INSTR / INSTRUCTIONAL MATL &
R64R2134	**ATKINSON ANDELSON LOYA RUUD**	**158.39**	158.39	0104104072 5210	CERT HR/GENL ADM / TRAVEL AND CONFERENCE
R64R2067	**AVID CENTER**	**875.00**	875.00	0140000910 5210	SO/LCFF-CONCENTRATION/INSTR / TRAVEL AND
R64R2160	**AVID CENTER**	**875.00**	875.00	0124000910 5210	LO/LCFF-CONCENTRATION/INSTR / TRAVEL AND
R64C0170	**AWARDS BY PAUL**	**407.30**	407.30	0115750110 4310	ED/S & C (INNOVATION GNT/INSTR / INSTRUCTIONA
R64C0201	**AWARDS BY PAUL**	**560.30**	560.30	0163000921 4320	EL/LCFF-CONCENTRATION/SUPV / OTHER
R64R2144	**AWARDS BY PAUL**	**686.20**	686.20	0122140027 4320	MA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
R64R2173	**AWARDS BY PAUL**	**5,939.18**	2,969.59	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC SUPPLIE
			2,969.59	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
R64R2229	**AWARDS BY PAUL**	**6,498.20**	6,498.20	0163000921 4320	EL/LCFF-CONCENTRATION/SUPV / OTHER
R64R2242	**B AND H PHOTO VIDEO INC**	**3,048.08**	368.87	0135381010 4310	DALE/ECIA1/INSTR / INSTRUCTIONAL MATL &
			2,679.21	0135381010 4410	DALE/ECIA1/INSTR / EQUIPMENT - NON-CAPITALIZE
R64R2267	**B AND H PHOTO VIDEO INC**	**3,130.35**	3,130.35	0122000010 4410	MA/INSTR / EQUIPMENT - NON-CAPITALIZED
R64T0571	**B AND H PHOTO VIDEO INC**	**1,301.76**	1,301.76	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
R64T0628	**B AND H PHOTO VIDEO INC**	**2,683.31**	31.94	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			2,651.37	0121000910 4410	WE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
R64T0635	**B AND H PHOTO VIDEO INC**	**1,034.40**	246.75	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL

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R64T0635	***** CONTINUED *****				
			787.65	0140000910 4410	SO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
R64T0636	**B AND H PHOTO VIDEO INC**	**779.71**	95.45	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
			684.26	0128140027 4410	CY/SCH ADM/SCH ADM / EQUIPMENT -
R64T0639	**B AND H PHOTO VIDEO INC**	**158.88**	158.88	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR / INSTRUCTION/
R64T0642	**B AND H PHOTO VIDEO INC**	**1,556.99**	1,556.99	0117393010 4310	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL MATL &
R64T0649	**B AND H PHOTO VIDEO INC**	**2,098.34**	64.07	0127025040 4310	KE/ANCIL / INSTRUCTIONAL MATL & SUPPLIES
			2,034.27	0127025040 4410	KE/ANCIL / EQUIPMENT - NON-CAPITALIZED
R64T0655	**B AND H PHOTO VIDEO INC**	**3,340.23**	3,340.23	0115392310 4410	ED/ESSER II-CRRSA ACT/INSTR / EQUIPMENT -
R64T0661	**B AND H PHOTO VIDEO INC**	**1,780.01**	1,780.01	0127002010 4310	KE/BUS ED/INSTR / INSTRUCTIONAL MATL &
R64T0662	**B AND H PHOTO VIDEO INC**	**1,619.27**	434.07	0117393010 4310	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			1,185.20	0117393010 4410	INSTR SVC/VEA-2B/INSTR / EQUIPMENT -
R64T0666	**B AND H PHOTO VIDEO INC**	**4,662.73**	2,545.04	0115392410 4310	ED/EXPANDED LEARN OPPORT (ELO) /
			2,117.69	0115392410 4410	ED/EXPANDED LEARN OPPORT (ELO) / EQUIPMENT
R64T0669	**B AND H PHOTO VIDEO INC**	**4,085.83**	4,085.83	0175393010 4310	CVA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
R64T0673	**B AND H PHOTO VIDEO INC**	**10,409.09**	6,881.36	0117393010 4310	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			3,527.73	0117393010 4410	INSTR SVC/VEA-2B/INSTR / EQUIPMENT -
R64T0674	**B AND H PHOTO VIDEO INC**	**4,207.10**	4,207.10	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
R64T0679	**B AND H PHOTO VIDEO INC**	**138.40**	138.40	0124381110 4310	LO/TITLE I/PARENTING / INSTRUCTIONAL MATL &
R64T0684	**B AND H PHOTO VIDEO INC**	**5,063.06**	5,063.06	0117393010 4310	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL MATL &
R64T0692	**B AND H PHOTO VIDEO INC**	**13,145.61**	11,715.42	0102087072 4320	SUPERINTENDENT/SP EVENTS/ADM / OTHER
			1,430.19	0102087072 4410	SUPERINTENDENT/SP EVENTS/ADM / EQUIPMENT -
R64T0695	**B AND H PHOTO VIDEO INC**	**107.20**	107.20	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
R64R2032	**BARNES AND NOBLE**	**412.73**	412.73	0102102071 4210	SUPT/BRD SUPT / BOOKS AND REFERENCE MATERIA

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R64R2093	**BARNES AND NOBLE**	**44.80**	44.80	0127037010 4310	KE/SOC SCI/INSTR / INSTRUCTIONAL MATL &
R64R2170	**BARNES AND NOBLE**	**732.70**	732.70	0164925010 4210	PD/CALI READS (SPDG)/INSTR / BOOKS AND
R64R2178	**BARNES AND NOBLE**	**563.21**	563.21	0122381010 4210	MA/ECIA1/INSTR / BOOKS AND REFERENCE
R64R2215	**BARNES AND NOBLE**	**602.32**	602.32	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
R64C0162	**BAVCO**	**1,052.34**	1,052.34	0110239081 4410	MAINTENANCE/PLUMB/MO / EQUIPMENT -
R64A0277	**BEACON DAY SCHOOL**	**52,647.38**	52,647.38	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
R64A0278	**BEACON DAY SCHOOL**	**95,883.62**	95,883.62	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
R64R2247	**BEN'S ASPHALT INC.**	**23,914.11**	23,914.11	0128238081 5610	CY/PAVING/MO / REPAIRS/MAINT - O/S SERVICES
R64R2063	**BERTRAND'S MUSIC**	**941.71**	101.26	0115392410 4310	ED/EXPANDED LEARN OPPORT (ELO) /
			840.45	0115392410 4410	ED/EXPANDED LEARN OPPORT (ELO) / EQUIPMENT
R64C0183	**BEST BUY FOR BUSINESS**	**325.15**	325.15	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
R64R2106	**BLACKBIRD CONTRACTING SERVICES**	**1,500.00**	1,500.00	0134238081 5610	WA/PAVING/MO / REPAIRS/MAINT - O/S SERVICES
R64R2029	**BLICK ART MATERIALS LLC**	**125.17**	125.17	0172489510 4310	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
R64R2035	**BLICK ART MATERIALS LLC**	**383.32**	383.32	0128002010 4310	CY/BUS ED/INSTR / INSTRUCTIONAL MATL &
R64R2036	**BLICK ART MATERIALS LLC**	**173.21**	173.21	0137000010 4310	SY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
R64R2105	**BLICK ART MATERIALS LLC**	**241.07**	241.07	0128385010 4310	CY/TITLE IV/INSTR / INSTRUCTIONAL MATL &
R64R2121	**BLICK ART MATERIALS LLC**	**594.11**	594.11	0128005010 4310	CY/ART/INSTR / INSTRUCTIONAL MATL & SUPPLIES
R64T0656	**BLUUM USA INC.**	**2,379.12**	2,379.12	0123000910 4410	SA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
R64T0683	**BLUUM USA INC.**	**15,567.68**	15,567.68	0135000910 6490	DA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
R64R2080	**BRIDGEPORT GOLF CARS**	**14,169.13**	14,169.13	0121140027 6490	WESTERN/SCH ADM/SCH ADM / EQUIPMENT - OTHE
R64R2076	**BSN SPORTS**	**1,579.92**	1,579.92	0168385010 4310	GI/TITLE IV/INSTR / INSTRUCTIONAL MATL &
R64R2049	**BSN SPORTS LLC**	**1,399.83**	1,399.83	0110230081 4410	MAINTENANCE/MO / EQUIPMENT -
R64R2050	**BSN SPORTS LLC**	**22,376.25**	22,376.25	0128028010 6490	CY/ATHLET/INSTR / EQUIPMENT - OTHER

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R64R2051	**BSN SPORTS LLC**	**18,755.86**	18,755.86	0120028010 4310	ANAHEIM/ATHLET/INSTR / INSTRUCTIONAL MATL &
R64R2157	**BSN SPORTS LLC**	**770.41**	770.41	0128028010 4310	CY/ATHLET/INSTR / INSTRUCTIONAL MATL &
R64R2161	**BSN SPORTS LLC**	**4,428.91**	4,428.91	0128028010 4310	CY/ATHLET/INSTR / INSTRUCTIONAL MATL &
R64R2165	**BSN SPORTS LLC**	**727.27**	727.27	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
R64R2167	**BSN SPORTS LLC**	**1,299.48**	1,299.48	0115392310 4310	ED/ESSER II-CRRSA ACT/INSTR / INSTRUCTIONAL
R64R2183	**BSN SPORTS LLC**	**2,026.55**	2,026.55	0115392310 4310	ED/ESSER II-CRRSA ACT/INSTR / INSTRUCTIONAL
R64R2198	**BSN SPORTS LLC**	**9,353.78**	9,353.78	0120385010 4310	AN/TITLE IV/INSTR / INSTRUCTIONAL MATL &
R64R2202	**BSN SPORTS LLC**	**232.73**	232.73	0123000010 4310	SA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
R64R2221	**BSN SPORTS LLC**	**7,739.36**	335.21	0115392310 4310	ED/ESSER II-CRRSA ACT/INSTR / INSTRUCTIONAL
			7,404.15	0115392310 4410	ED/ESSER II-CRRSA ACT/INSTR / EQUIPMENT -
R64R2227	**BSN SPORTS LLC**	**4,984.61**	4,984.61	0115392310 4410	ED/ESSER II-CRRSA ACT/INSTR / EQUIPMENT -
R64R2252	**BSN SPORTS LLC**	**2,505.16**	2,505.16	0142751681 5630	OX/ATHLETICS/M & O / REPAIRS/ATHLETIC
R64R2081	**BUDDY'S ALL STARS INC**	**255.56**	255.56	0144750640 4310	LEX/AFTER SCHOOL/ANCIL / INSTRUCTIONAL MAT
R64R2150	**BUDDY'S ALL STARS INC**	**1,343.96**	1,343.96	0138385010 4410	BA/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
R64R2135	**BYRD TOOL CORP**	**460.14**	460.14	0122230081 4355	MA/GENERAL/MO / MAINTENANCE SUPPLIES
R64R2257	**CAL BLEND SOILS INC**	**1,446.80**	1,446.80	0125222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
R64R2098	**CALIF. DEPT. OF TAX AND FEE AD**	**5,302.50**	5,302.50	0110230081 5880	MAINTENANCE/MO / OTHER OPERATING EXPENSES
R64R2171	**CALIFORNIA ASSOCIATION OF**	**207.56**	207.56	0115750110 5210	ED/S & C (INNOVATION GNT/INSTR / TRAVEL AND
R64R2263	**CALIFORNIA CANOPY**	**9,096.20**	9,096.20	0125000910 4410	KA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
R64R2258	**CALIFORNIA DEPARTMENT OF EDUCA**	**5,814.00**	5,814.00	0100000000 9590	GEN FUND/INC & BALANCE SHEET / DUE TO
R64R2147	**CALIFORNIA FBLA**	**1,577.00**	1,577.00	0142025040 5210	OXFORD/ANCIL / TRAVEL AND CONFERENCE
R64T0652	**CAREER LAUNCH**	**11,660.31**	11,660.31	0117546521 5880	SWP K12 PATHWAY IMPR (ROUND 2) / OTHER
R64R2055	**CAROLINA BIOLOGICAL SUPPLY CO.**	**1,675.92**	1,675.92	0102102010 4310	SUPT/BRD SUPT/INSTR / INSTRUCTIONAL MATL &

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R64R2128	**CARSON DELLOSA PUBLISHING CO.**	**313.07**	313.07	0121252011 4310	WE/MILD MODERATE/SE SEP CL/NSE /
R64T0641	**CDW GOVERNMENT INC.**	**2,325.59**	2,325.59	0124000910 4310	LO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
R64T0645	**CDW GOVERNMENT INC.**	**791.37**	102.21	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			689.16	0135381010 4310	DALE/ECIA1/INSTR / INSTRUCTIONAL MATL &
R64T0693	**CDW GOVERNMENT INC.**	**400.70**	400.70	0142002010 4310	OXFORD/BUS ED/INSTR / INSTRUCTIONAL MATL &
R64R2159	**CENGAGE LEARNING**	**662.34**	662.34	0122381010 4310	MA/ECIA1/INSTR / INSTRUCTIONAL MATL &
R64R2192	**CENTER FOR DRUG FREE COMMUNITI**	**5,200.00**	5,200.00	0172489510 5880	SAFE SCHL/TUPE GNT-COHORT J / OTHER OPERATIN
R64S0167	**CERTIFIED ART SUPPLY**	**358.03**	358.03	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64T0681	**CERTIPORT**	**3,640.00**	3,640.00	0128393010 5880	CY/VEA-2B/INSTR / OTHER OPERATING EXPENSES
R64C0173	**CLEAN OUT KINGS**	**25,600.00**	25,600.00	0127239081 5610	KE/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
R64R2262	**CLEAN OUT KINGS**	**19,600.00**	19,600.00	0128240081 5610	CY/POOL/MO / REPAIRS/MAINT - O/S SERVICES
R64R2125	**CM SCHOOL SUPPLY**	**344.76**	344.76	0138000040 4320	BALL/ANCIL / OTHER OFFICE/MISC SUPPLIES
R64S0172	**COMPLETE OFFICE OF CA**	**5,223.30**	5,223.30	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64S0179	**COMPLETE OFFICE OF CA**	**8,663.10**	8,663.10	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64A0265	**COOPERATIVE STRATEGIES**	**10,700.00**	10,700.00	2556710172 5810	FAC/DEVELOPER FEES/GEN ADMIN /
R64R2087	**COSCO FIRE PROTECTION INC**	**1,360.00**	1,360.00	0150230081 5610	ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S
R64C0174	**CREATIVE BUS SALES**	**4,814.97**	4,814.97	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
R64C0196	**CREATIVE BUS SALES**	**1,238.18**	1,238.18	0179113036 5880	GARAGE/TRANS-REG ED/TRANSPORT / OTHER
R64R2141	**CROWD FAVORITE PROMOTIONAL**	**1,073.71**	1,073.71	0117909510 4310	ED/SUMMER INTERNSHIP-AIM/INSTR /
R64R2117	**CULVER NEWLIN**	**1,481.51**	333.70	0106106072 4310	BUSINESS/GENL ADM / INSTRUCTIONAL MATL &
			1,147.81	0106106072 4410	BUSINESS/GENL ADM / EQUIPMENT -
R64R2118	**CULVER NEWLIN**	**4,712.45**	3,000.84	0121140027 4320	WESTERN/SCH ADM/SCH ADM / OTHER OFFICE/MIS
			1,711.61	0121140027 4410	WESTERN/SCH ADM/SCH ADM / EQUIPMENT -

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R64R2119	**CULVER NEWLIN**	**5,206.46**	2,410.35	0121140027 4320	WESTERN/SCH ADM/SCH ADM / OTHER OFFICE/MIS
			2,796.11	0121140027 4410	WESTERN/SCH ADM/SCH ADM / EQUIPMENT -
R64R2189	**CULVER NEWLIN**	**213.64**	213.64	0122261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
R64R2264	**CULVER NEWLIN**	**4,585.84**	4,585.84	0120000910 4410	AN/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
R64R2097	**CUMMINS PACIFIC LLC**	**732.40**	732.40	0127230081 5610	KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
R64A0274	**CYBER FORWARD ACADEMY LLC**	**50,000.00**	50,000.00	0117393010 5805	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL PROF
R64S0175	**D. HAUPTMAN CO. INC.**	**4,794.88**	4,794.88	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64R2213	**DAVID M BERTINO MFG INC**	**12,390.00**	12,390.00	0128393010 6490	CY/VEA-2B/INSTR / EQUIPMENT - OTHER
R64R2250	**DENMAC INDUSTRIES INC**	**1,035.22**	1,035.22	0134489510 4310	WA/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONA
R64R2224	**DESIGNS BY MARINA**	**2,116.86**	2,116.86	0172172021 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
R64T0630	**DIGI-KEYS ELECTRONICS**	**885.62**	885.62	0144000910 4310	LEX/LCFF-CONCENTRATION/INSTR / INSTRUCTION/
R64A0261	**DIVISION OF THE STATE ARCHITEC**	**500.00**	500.00	0120230081 5880	ANAHEIM/GENERAL/MO / OTHER OPERATING
R64R2214	**EARTH TOOLS INC**	**10,223.07**	10,223.07	0122901010 6490	MA/LOCAL GRANTS/INSTR / EQUIPMENT - OTHER
R64R2253	**EARTH TOOLS INC**	**1,049.21**	106.67	0122901010 4310	MA/LOCAL GRANTS/INSTR / INSTRUCTIONAL MATL
			942.54	0122901010 4410	MA/LOCAL GRANTS/INSTR / EQUIPMENT -
R64R2254	**EARTH TOOLS INC**	**2,741.12**	2,741.12	0122901010 4410	MA/LOCAL GRANTS/INSTR / EQUIPMENT -
R64C0190	**EAST WHITTIER GLASS AND MIRROR**	**3,928.00**	3,928.00	0148234081 5610	HANDEL/GLASS/MO / REPAIRS/MAINT - O/S SERVICI
R64R2094	**EAST WHITTIER GLASS AND MIRROR**	**11,712.00**	11,712.00	0124237081 5610	LOARA/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
R64C0193	**EMMANUEL PARTY RENTALS LLC**	**477.00**	477.00	0125140027 5620	KA/SCH ADM/SCH ADM / RENTALS/OPERATING
R64R2019	**ENABLING DEVICES**	**625.64**	625.64	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
R64R2031	**ENCORE GROUP (USA) LLC**	**5,126.02**	5,126.02	0156156072 5620	FACILITIES/GENL ADM / RENTALS/OPERATING
R64R2102	**ENVIRONMENTAL REMEDIATION CONT**	**4,500.00**	4,500.00	0122230081 5610	MA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
R64R2251	**EPIC GARDENING INC**	**1,642.94**	1,642.94	0168000010 4310	GI SOUTH/INSTR / INSTRUCTIONAL MATL & SUPPLI

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R64R2142	**EPIC SPORTS**	**261.29**	261.29	0115392310 4310	ED/ESSER II-CRRSA ACT/INSTR / INSTRUCTIONAL
R64C0185	**FLEET SERVICES INC**	**1,750.84**	1,750.84	0109620037 4370	FOOD SVC/GRADES 7-12/FOOD SVC / REPAIRS -
R64C0188	**FLEET SERVICES INC**	**682.81**	682.81	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
R64C0197	**FLEET SERVICES INC**	**1,241.76**	1,241.76	0179113536 4376	GARAGE/TRANS-SP ED/TRANSP / TRANS SUPPLY-BU
R64R2148	**FLINN SCIENTIFIC INC**	**1,835.82**	1,835.82	0175000010 4310	CVA/INDEPENDENT STUDY/INSTR / INSTRUCTIONA
R64R2235	**FULLERTON COLLEGE**	**150.00**	150.00	0153752140 5620	COLOR & LIGHT/ANCIL / RENTALS/OPERATING
R64R2026	**FUN AND FUNCTION LLC**	**284.87**	284.87	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
R64R2061	**FUNTASTIC BALLOON & HELIUM COM**	**311.75**	311.75	0164752110 4310	IS/STEM-A-PALOZZA/INSTR / INSTRUCTIONAL MATI
R64R2203	**FUTURE PRO INC**	**674.08**	674.08	0115392310 4310	ED/ESSER II-CRRSA ACT/INSTR / INSTRUCTIONAL
R64R2151	**G M BUSINESS INTERIORS**	**2,279.94**	2,279.94	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC SUPPLIE
R64R2228	**GAMETRUCK**	**687.50**	687.50	0138000040 5880	BALL/ANCIL / OTHER OPERATING EXPENSES
R64R2248	**GANAHL LUMBER CO**	**3,744.42**	3,744.42	0153385010 4310	SP/TITLE IV, PART A/INSTR / INSTRUCTIONAL MATI
R64R2107	**GIANNELLI ELECTRIC INC.**	**762.00**	762.00	0127231081 5610	KE/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES
R64R2108	**GIANNELLI ELECTRIC INC.**	**396.00**	396.00	4527724085 6216	ORANGE/NEIGHBORHOOD DEVE/FAC A / BUILDING
R64R2109	**GIANNELLI ELECTRIC INC.**	**1,228.00**	1,228.00	4527724085 6216	ORANGE/NEIGHBORHOOD DEVE/FAC A / BUILDING
R64R2088	**GLASBY MAINTENANCE SUPPLY CO.**	**7,867.67**	7,867.67	0135027081 6490	DA/PE/M & O / EQUIPMENT - OTHER
R64R2096	**GLASBY MAINTENANCE SUPPLY CO.**	**529.43**	529.43	0131000081 4347	BR/MO / OPERATIONS SUPPLIES - MISC
R64R2100	**GOLDEN STATE PAVING CO INC**	**9,600.00**	9,600.00	2735731185 6122	DALE/BOND SERIES 2019 - MEAS H / SITE IMPV
R64R2241	**GOPHER SPORTS EQUIPMENT**	**1,603.81**	1,603.81	0132385010 4310	OR/TITLE IV/INSTR / INSTRUCTIONAL MATL &
R64R2243	**GOPHER SPORTS EQUIPMENT**	**1,358.01**	1,358.01	0128385010 4310	CY/TITLE IV/INSTR / INSTRUCTIONAL MATL &
R64R2245	**GOPHER SPORTS EQUIPMENT**	**9,309.99**	1,510.71	0128027010 4310	CY/PHYS ED/INSTR / INSTRUCTIONAL MATL &
			7,799.28	0128027010 4410	CY/PHYS ED/INSTR / EQUIPMENT - NON-CAPITALIZ
R64C0169	**GRAINGER**	**629.62**	629.62	0124230081 4410	LOARA/GENERAL/MO / EQUIPMENT -

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PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
R64C0178	**GRAINGER**	**629.63**	629.63	0128230081 4410	CY/GENERAL/MO / EQUIPMENT - NON-CAPITALIZED
R64R2120	**GRAINGER**	**1,436.93**	1,436.93	0150239081 4410	ADMIN/PLUMB/MO / EQUIPMENT - NON-CAPITALIZE
R64T0696	**GUITAR CENTER PROFESSIONAL**	**13,433.22**	1,861.93	0125000910 4310	KA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			11,571.29	0125000910 4410	KA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
R64R2104	**HAULAWAY STORAGE CONTAINERS IN**	**480.00**	480.00	0134230081 5610	WA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
R64R2230	**HEADSETS.COM INC**	**141.87**	141.87	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
R64T0632	**HEADSETS.COM INC**	**1,656.06**	1,128.14	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
			527.92	0105105072 4410	CLASS HR/GENL ADM / EQUIPMENT -
R64R2200	**HEALTH IMPRESSIONS**	**240.38**	240.38	0172489510 4310	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
R64R2103	**HENRY SCHEIN INC.**	**1,683.74**	1,683.74	2722731185 6490	MA/BOND SERIES 2019 - MEAS H / EQUIPMENT -
R64C0171	**HERK EDWARDS INC.**	**3,850.00**	3,850.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
R64R2237	**HI-TECH GRAPHICS**	**291.67**	291.67	0134489510 4310	WA/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONA
R64R2048	**HILLYARD FLOOR CARE SUPPLY**	**62,457.34**	62,457.34	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
R64R1958	**HOLLYWOOD SOUND SYSTEMS INC**	**56,297.00**	56,297.00	0148230081 5620	HANDE/LGENERAL/MO / RENTALS/OPERATING
R64C0182	**IMAGE APPAREL FOR BUSINESS**	**1,351.51**	1,351.51	0117909540 4310	ED/SUMMER INTERNSHIP-AIM/ANCIL /
R64T0647	**INSIGHT PUBLIC SECTOR INC**	**904.07**	904.07	0114114072 4347	WAREHOUSE/GENL ADM / OPERATIONS SUPPLIES -
R64R2110	**INSPECTION RESOURCES**	**2,580.00**	2,580.00	2721731185 6209	WE/BOND SERIES 2019 - MEAS H / PLANNING-SURVE
R64R2111	**INSPECTION RESOURCES**	**2,580.00**	2,580.00	4520724085 6209	ORANGE/NEIGHBORHOOD DEVE/FAC A /
R64R2206	**INTERNATIONAL E Z UP INC**	**385.96**	385.96	0161000910 4310	PO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
R64R2207	**INTERNATIONAL E Z UP INC**	**385.96**	385.96	0168381110 4310	TITLE I-PARENTING/INSTR / INSTRUCTIONAL MATL
R64R2212	**INTERNATIONAL E Z UP INC**	**3,369.88**	1,740.70	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			1,629.18	0128000910 4410	CY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
R64R2219	**INTERNATIONAL E Z UP INC**	**1,768.82**	1,768.82	0128027010 4310	CY/PHYS ED/INSTR / INSTRUCTIONAL MATL &

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R64R2112	**INTREPID SPORTSWEAR INC.**	**3,193.72**	3,193.72	0115392310 4310	ED/ESSER II-CRRSA ACT/INSTR / INSTRUCTIONAL
R64C0179	**J AND A FENCE**	**3,350.00**	3,350.00	0124232081 5610	LOARA/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
R64R2113	**JM AND J CONTRACTORS**	**14,400.00**	14,400.00	2738731185 6165	BA/BOND SERIES 2019 - MEAS H / SITE
R64A0266	**JOHNSON FAVARO**	**4,000,000.00**	4,000,000.00	2756731185 6212	BOND SERIES 2019 - MEAS H / PLANNING -
R64C0194	**JONES LIGHTING LLC**	**808.13**	808.13	0125140027 5620	KA/SCH ADM/SCH ADM / RENTALS/OPERATING
R64C0184	**KAIZEN COLLISION CENTER**	**12,781.73**	12,781.73	0110230081 4370	MAINTENANCE/MO / REPAIRS - EQUIPMENT
R64R2075	**KAP7 INC**	**738.08**	738.08	0121751640 4310	WE/ATHLETICS/ANCIL / INSTRUCTIONAL MATL &
R64R2079	**KYA SERVICES**	**137,857.07**	137,857.07	0124233081 5610	LOARA/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
R64R2083	**KYA SERVICES**	**128,408.77**	128,408.77	0169233081 5610	TRIDENT/FLOOR/M&O / REPAIRS/MAINT - O/S
R64R2201	**KYA SERVICES**	**66,227.80**	66,227.80	0137233081 5610	SY/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
R64C0198	**LA HABRA FENCE CO INC**	**2,573.00**	2,573.00	0150232081 5610	DO/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
R64R2078	**LONE STAR PERCUSSION**	**2,332.13**	1,480.90	0115392410 4310	ED/EXPANDED LEARN OPPORT (ELO) /
			851.23	0115392410 4410	ED/EXPANDED LEARN OPPORT (ELO) / EQUIPMENT
R64R2040	**MACKIN LIBRARY MEDIA**	**9,158.75**	9,158.75	0137381010 4310	SY/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI
R64R2234	**MACKIN LIBRARY MEDIA**	**19,897.00**	19,897.00	0153750910 4210	SP/APEX/INSTR / BOOKS AND REFERENCE MATERIA
R64R2054	**MAGNATAG VISIBLE SYSTEMS**	**2,298.32**	2,298.32	0142140027 4410	OXFORD/SCH ADM/SCH ADM / EQUIPMENT -
R64S0183	**MAINTEX INC.**	**424.97**	424.97	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64C0167	**MANHATTAN STITCHING INC**	**3,879.00**	3,879.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
R64R2153	**MANHATTAN STITCHING INC**	**247.77**	247.77	0147000910 4310	HOPE/LCFF-CONCENTRATION/INSTR /
R64R2246	**MANHATTAN STITCHING INC**	**1,139.45**	1,139.45	0175489510 4310	CVA/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONA
R64R2123	**MARSHALL MEMO**	**50.00**	50.00	0168140027 5880	GI SOUTH/SCH ADM/SCH ADM / OTHER OPERATING
R64T0648	**MATTERHACKERS INC**	**367.12**	367.12	0140007010 4310	SOUTH/INS MUS/INSTR / INSTRUCTIONAL MATL &
R64R2039	**MB PAINTING**	**11,300.00**	11,300.00	0150237081 5610	ADMIN/PAINT/MO / REPAIRS/MAINT - O/S SERVICES

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R64S0180	**MC KESSON MEDICAL SURGICAL INC**	**324.29**	324.29	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64R2042	**MCFADDEN ACCESSORIES**	**1,613.02**	1,613.02	0110230081 4410	MAINTENANCE/MO / EQUIPMENT -
R64R2052	**MCWIL SPORTS SURFACES INC**	**31,200.00**	31,200.00	0144233081 5610	LEX/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
R64R2037	**MEDCO SPORTS MEDICINE**	**116.78**	116.78	0142028034 4320	OXFORD/ATHLETICS/HEALTH / OTHER OFFICE/MISC
R64R2038	**MEDCO SPORTS MEDICINE**	**1,060.35**	1,060.35	0120028034 4320	ANAHEIM/ATHLETICS/HEALTH / OTHER OFFICE/MIS
R64R2114	**MEDCO SPORTS MEDICINE**	**252.93**	252.93	0122028034 4320	MAGNOLIA/ATHLETICS/HEALTH / OTHER
R64R2143	**MF ATHLETIC CO**	**2,424.37**	2,424.37	0115392310 4310	ED/ESSER II-CRRSA ACT/INSTR / INSTRUCTIONAL
R64R2163	**MF ATHLETIC CO**	**1,315.63**	1,315.63	0115392310 4310	ED/ESSER II-CRRSA ACT/INSTR / INSTRUCTIONAL
R64T0688	**MONOPRICE**	**163.94**	163.94	0128007010 4310	CY/INS MUS/INSTR / INSTRUCTIONAL MATL &
R64T0631	**MOUSER ELECTRONICS INC**	**295.78**	295.78	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
R64R2181	**MULTI HEALTH SYSTEMS INC**	**91,380.00**	91,380.00	0119392732 4310	SYS/LEARN LOSS MIT-GEER (SWD) / INSTRUCTIONA
R64R2124	**MUSIC AND ARTS CENTER**	**4,832.83**	4,295.16	0115392410 4310	ED/EXPANDED LEARN OPPORT (ELO) /
			537.67	0115392410 4410	ED/EXPANDED LEARN OPPORT (ELO) / EQUIPMENT
R64R2240	**MUSIC THEATER INTERNATIONAL**	**619.57**	456.07	0153752140 4310	COLOR & LIGHT/ANCIL / INSTRUCTIONAL MATL &
			163.50	0153752140 5880	COLOR & LIGHT/ANCIL / OTHER OPERATING
R64R2099	**NASCO**	**107.61**	107.61	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
R64R2185	**NASCO**	**145.98**	145.98	0138000040 4320	BALL/ANCIL / OTHER OFFICE/MISC SUPPLIES
R64R2261	**NASCO**	**678.79**	678.79	0138140027 4320	BALL/SCH ADM/SCH ADM / OTHER OFFICE/MISC
R64S0171	**NASCO**	**679.55**	679.55	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64R2158	**NCS PEARSON INC.**	**47,396.08**	47,396.08	0119271519 4310	SPEECH & LANG/SE OTHER/NSEV / INSTRUCTIONAL
R64R2188	**NCS PEARSON INC.**	**66,335.31**	66,335.31	0119392732 4310	SYS/LEARN LOSS MIT-GEER (SWD) / INSTRUCTIONA
R64R2231	**NEWEGG BUSINESS INC**	**1,008.74**	1,008.74	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC
R64T0640	**NEWEGG BUSINESS INC**	**920.91**	920.91	0147000910 4310	HOPE/LCFF-CONCENTRATION/INSTR /

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R64T0644	**NEWEGG BUSINESS INC**	**715.59**	87.27	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			628.32	0135381010 4310	DALE/ECIA1/INSTR / INSTRUCTIONAL MATL &
R64T0651	**NEWEGG BUSINESS INC**	**221.54**	221.54	0168381010 4310	GI/TITLE I/INSTR / INSTRUCTIONAL MATL & SUPPLI
R64T0677	**NEWEGG BUSINESS INC**	**322.30**	322.30	0131381010 4310	BR/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLII
R64R2024	**NIMCO**	**14,554.31**	14,554.31	0172489510 4310	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
R64R2027	**NIMCO**	**1,730.13**	1,730.13	0142489510 4310	OX/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAI
R64R2137	**NIMCO**	**1,678.80**	1,678.80	0125489510 4310	KA/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAI
R64R2174	**NIMCO**	**168.82**	168.82	0123489510 4310	SA/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
R64R2197	**NIMCO**	**1,921.53**	1,921.53	0128489510 4310	CY/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAI
R64R2191	**NOLT'S MIDWEST PRODUCE SUPPLIE**	**856.40**	856.40	0122901010 4310	MA/LOCAL GRANTS/INSTR / INSTRUCTIONAL MATI
R64R2127	**NOWLIN FENCE INC**	**2,000.00**	2,000.00	0127028010 4410	KE/ATHLET/INSTR / EQUIPMENT - NON-CAPITALIZE
R64T0643	**NSAV SOLUTIONS**	**494.85**	494.85	0144000010 4310	LEX/INSTR / INSTRUCTIONAL MATL & SUPPLIES
R64T0675	**NSAV SOLUTIONS**	**653.98**	653.98	0123000910 4310	SA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAI
R64R2217	**OC CUSTOM VINYL GRAPHICS AND S**	**21,228.49**	12,533.49	0121000927 4410	WES/LCFF (EIA)/SCH ADM / EQUIPMENT -
			8,695.00	0121000927 5610	WES/LCFF (EIA)/SCH ADM / REPAIRS/MAINT - O/S
R64R2074	**OFFICE DEPOT**	**1,082.56**	1,082.56	0172489510 4310	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
R64R2084	**OFFICE DEPOT**	**1,495.48**	1,495.48	0131140027 4320	BR/SCH ADM/SCH ADM / OTHER OFFICE/MISC
R64R2122	**OFFICE DEPOT**	**291.88**	291.88	0142032010 4310	OXFORD/GEN SCI/INSTR / INSTRUCTIONAL MATL &
R64R2131	**OFFICE DEPOT**	**157.45**	157.45	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC
R64R2132	**OFFICE DEPOT**	**969.72**	969.72	0127140027 4320	KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES
R64T0637	**OFFICE DEPOT**	**4,053.56**	4,053.56	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR / INSTRUCTION/
R64A0275	**OLIVE CREST ACADEMY**	**18,207.80**	18,207.80	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
R64A0276	**OLIVE CREST ACADEMY**	**17,402.50**	17,402.50	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS

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R64C0199	**ORANGE COUNTY TRANSIT AUTHORIT**	**27,787.50**	27,787.50	0119473010 5880	SYS/WORKABILITY/INSTR / OTHER OPERATING
R64R2218	**ORANGE COUNTY WINDUSTRIAL**	**2,747.63**	2,747.63	2722731185 6490	MA/BOND SERIES 2019 - MEAS H / EQUIPMENT -
R64R2164	**ORIENTAL TRADING COMPANY**	**452.23**	452.23	0140000010 4310	SOUTH/INSTR / INSTRUCTIONAL MATL & SUPPLIES
R64R2222	**ORIENTAL TRADING COMPANY**	**1,326.29**	1,326.29	0137000010 4310	SY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
R64R2095	**PAPE MATERIAL HANDLING INC**	**2,470.00**	2,470.00	0122140027 4320	MA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
R64T0665	**PATHWAY COMMUNICATIONS LTD**	**103.84**	103.84	0117752221 4320	INSTR SVC/MECCA/INSTR SUPV / OTHER OFFICE/MI
R64A0267	**PERKINS EASTMAN ARCHITECTS DCP**	**4,000,000.00**	4,000,000.00	2756731185 6212	BOND SERIES 2019 - MEAS H / PLANNING -
R64R2069	**PICKLEBALL CENTRAL**	**2,365.01**	2,365.01	0168385010 4310	GI/TITLE IV/INSTR / INSTRUCTIONAL MATL &
R64R2021	**PLAY THERAPY SUPPLY LLC**	**61.26**	61.26	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
R64R2053	**POOL SUPPLY OF ORANGE COUNTY**	**967.60**	967.60	0121240081 4410	WESTERN/POOL/MO / EQUIPMENT -
R64R2034	**POSITIVE PROMOTIONS INC**	**103.67**	103.67	0172489510 4310	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
R64R2139	**POSITIVE PROMOTIONS INC**	**160.32**	160.32	0128489510 4310	CY/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
R64R2092	**PRECISION DYNAMICS CORP**	**260.76**	260.76	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC SUPPLIE
R64R2233	**PRECISION DYNAMICS CORP**	**538.75**	538.75	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC SUPPLIE
R64R2056	**PREFERRED MOBILE MUSIC ENT**	**419.00**	419.00	0138000040 5880	BALL/ANCIL / OTHER OPERATING EXPENSES
R64R2057	**PREFERRED MOBILE MUSIC ENT**	**1,999.00**	1,999.00	0131000010 5805	BR/INSTR / INSTRUCTIONAL PROF CONSULTANT
R64R2045	**PRINGLES DRAPERIES AND BLINDS**	**11,123.03**	11,123.03	0137230081 4355	SY/GENERAL/MO / MAINTENANCE SUPPLIES
R64R2179	**PRO ED INC.**	**24,857.71**	24,857.71	0119392732 4310	SYS/LEARN LOSS MIT-GEER (SWD) / INSTRUCTIONA
R64T0627	**PRO SOUND AND STAGE LIGHTING**	**462.25**	462.25	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAI
R64T0634	**PRO SOUND AND STAGE LIGHTING**	**781.17**	116.36	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAI
			664.81	0140000910 4410	SO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
R64R2085	**PROSHRED SECURITY**	**125.00**	125.00	0119283019 4320	SYS/SE OTHER / OTHER OFFICE/MISC SUPPLIES
R64R2162	**PSYCHOLOGICAL ASSESSMENT RESOU**	**26,099.12**	26,099.12	0119392732 4310	SYS/LEARN LOSS MIT-GEER (SWD) / INSTRUCTIONA

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R64R2232	**PUBLIC AGENCY RISK**	**600.00**	600.00	0177177072 5210	RISK MANAGEMENT / TRAVEL AND CONFERENCE
R64R2130	**PURPLEPASS**	**7,600.00**	7,600.00	0172172083 5880	SAFE SCHOOLS / OTHER OPERATING EXPENSES
R64R2152	**PYRAMID SCHOOL PRODUCTS**	**2,053.28**	2,053.28	0115392310 4310	ED/ESSER II-CRRSA ACT/INSTR / INSTRUCTIONAL
R64R2166	**PYRAMID SCHOOL PRODUCTS**	**1,628.54**	1,628.54	0115392310 4310	ED/ESSER II-CRRSA ACT/INSTR / INSTRUCTIONAL
R64R2220	**PYRAMID SCHOOL PRODUCTS**	**1,021.48**	1,021.48	0115392310 4310	ED/ESSER II-CRRSA ACT/INSTR / INSTRUCTIONAL
R64R2086	**QUILL CORP.**	**47.37**	47.37	0140272511 4310	SO/AUTISM/SE SEP CL/SEV / INSTRUCTIONAL MATL
R64R2091	**QUILL CORP.**	**47.90**	47.90	0168489510 4310	GI/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
R64R2244	**QUILL CORP.**	**203.39**	203.39	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
R64S0176	**QUILL CORP.**	**1,923.98**	1,923.98	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64S0182	**QUILL CORP.**	**3,610.05**	3,610.05	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64R2046	**R AND R CONTRACTORS LLC**	**5,200.00**	5,200.00	0148220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
R64R2260	**R AND R CONTRACTORS LLC**	**67,860.00**	67,860.00	0123220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
R64R2176	**RIDDELL ALL AMERICAN**	**4,140.30**	4,140.30	0122028081 5630	MAGNOLIA/ATHLETICS/FIELD SUPP /
R64R2177	**RIDDELL ALL AMERICAN**	**2,839.05**	2,839.05	0122028081 5630	MAGNOLIA/ATHLETICS/FIELD SUPP /
R64R2041	**RIVERSIDE INSIGHTS**	**274.50**	253.21	0138261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
			21.29	0138261012 4320	SE RES SP(RSP)/SE RES SP/NSEV / OTHER OFFICE/MI
R64R2175	**RIVERSIDE INSIGHTS**	**32,970.17**	32,970.17	0119392732 4310	SYS/LEARN LOSS MIT-GEER (SWD) / INSTRUCTIONA
R64R2216	**RIVERSIDE INSIGHTS**	**835.60**	835.60	0128261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
R64R2030	**ROSE BRAND**	**937.22**	69.50	0153385010 4320	SP/TITLE IV, PART A/INSTR / OTHER OFFICE/MISC
			867.72	0153385010 4410	SP/TITLE IV, PART A/INSTR / EQUIPMENT -
R64A0268	**ROSSIER PARK SCHOOL**	**56,133.81**	56,133.81	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
R64A0269	**ROSSIER PARK SCHOOL**	**25,764.21**	25,764.21	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
R64R2265	**ROYALE MANAGEMENT GROUP LLC**	**5,382.00**	5,382.00	0172489510 5880	SAFE SCHL/TUPE GNT-COHORT J / OTHER OPERATI

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R64R2025	**SADDLEBACK EDUCATIONAL INC**	**115.04**	115.04	0147257011 4210	SEVER HDCP/SE SEP CL/SEV / BOOKS AND
R64S0181	**SCHOOL NURSE SUPPLY INC**	**27.80**	27.80	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64R1799	**SCHOOL SPECIALTY INC**	**2,042.09**	2,042.09	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
R64R1894	**SCHOOL SPECIALTY INC**	**266.44**	266.44	0122381010 4310	MA/ECIA1/INSTR / INSTRUCTIONAL MATL &
R64R2022	**SCHOOL SPECIALTY INC**	**424.99**	424.99	0131000010 4310	BR/INSTR / INSTRUCTIONAL MATL & SUPPLIES
R64R2023	**SCHOOL SPECIALTY INC**	**432.23**	432.23	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
R64R2184	**SCHOOL SPECIALTY INC**	**250.52**	250.52	0138000040 4320	BALL/ANCIL / OTHER OFFICE/MISC SUPPLIES
R64S0169	**SCHOOL SPECIALTY INC**	**306.38**	306.38	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64R2193	**SCP DISTRIBUTORS LLC**	**1,068.23**	1,068.23	0110240081 4410	MAINTENANCE/POOL/MO / EQUIPMENT -
R64C0175	**SEHI COMPUTER PRODUCTS INC**	**8,999.28**	8,999.28	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT - NON-CAPITALIZED
R64C0180	**SEHI COMPUTER PRODUCTS INC**	**2,963.13**	2,963.13	0122000910 4410	MA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
R64C0181	**SEHI COMPUTER PRODUCTS INC**	**1,355.50**	1,355.50	0168381010 4410	GI/TITLE I/INSTR / EQUIPMENT - NON-CAPITALIZED
R64R2266	**SEHI COMPUTER PRODUCTS INC**	**247.83**	247.83	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
R64T0613	**SEHI COMPUTER PRODUCTS INC**	**62,546.66**	62,546.66	0108752410 6490	EIT/S & C/INSTR / EQUIPMENT - OTHER
R64T0650	**SEHI COMPUTER PRODUCTS INC**	**11,592.84**	11,592.84	0137000910 4310	SY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
R64T0657	**SEHI COMPUTER PRODUCTS INC**	**12,477.45**	12,477.45	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT - NON-CAPITALIZED
R64T0658	**SEHI COMPUTER PRODUCTS INC**	**5,596.00**	2,656.00	0128027010 4410	CY/PHYS ED/INSTR / EQUIPMENT - NON-CAPITALIZE
			2,940.00	0128385010 4410	CY/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
R64T0659	**SEHI COMPUTER PRODUCTS INC**	**2,356.48**	2,356.48	0100970000 4410	COMMUNITY SERVICE/NA / EQUIPMENT -
R64T0664	**SEHI COMPUTER PRODUCTS INC**	**3,124.66**	3,124.66	0172172083 4410	SAFE SCHOOLS / EQUIPMENT - NON-CAPITALIZED
R64T0668	**SEHI COMPUTER PRODUCTS INC**	**8,299.71**	42.02	0137000910 4310	SY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
			8,257.69	0137000910 4410	SY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
R64T0672	**SEHI COMPUTER PRODUCTS INC**	**210.11**	210.11	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC

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PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
R64T0685	**SEHI COMPUTER PRODUCTS INC**	**3,729.35**	3,729.35	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
R64T0689	**SEHI COMPUTER PRODUCTS INC**	**6,453.45**	6,453.45	0117393010 4310	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL MATL &
R64T0691	**SEHI COMPUTER PRODUCTS INC**	**290.93**	290.93	0140252011 4310	SO/MILD MODERATE/SE SEP CL/NSE /
R64T0680	**SERVICE EXPRESS LLC**	**1,128.00**	1,128.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
R64R2020	**SETON**	**2,587.77**	2,587.77	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64C0165	**SHELF MASTER INC.**	**1,501.57**	1,501.57	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
R64R2149	**SHOEBOXTASKS**	**1,563.42**	1,563.42	0119473010 4310	SYS/WORKABILITY/INSTR / INSTRUCTIONAL MATL
R64C0168	**SIGNATURE PARTY RENTALS**	**4,160.11**	4,160.11	0137230081 5620	SY/GENERAL/MO / RENTALS/OPERATING LEASES
R64X0469	**SMART AND FINAL IRIS CO**	**100.00**	100.00	0115392410 4310	ED/EXPANDED LEARN OPPORT (ELO) /
R64C0186	**SOCALGRAD**	**134.69**	134.69	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
R64R2115	**SOCALGRAD**	**272.01**	272.01	0175140027 4320	CVA/INDEPENDENT STUDY/ADMIN / OTHER
R64R2116	**SOCALGRAD**	**322.17**	322.17	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
R64R2145	**SOS ENTERTAINMENT**	**1,800.00**	1,800.00	0123000910 5880	SA/LCFF-CONCENTRATION/INSTR / OTHER
R64R2239	**SOS SURVIVAL PRODUCTS**	**1,220.86**	1,220.86	0135381010 4310	DALE/ECIA1/INSTR / INSTRUCTIONAL MATL &
R64R2195	**SOUTH COAST AIR QUALITY**	**143.88**	143.88	0127230081 5880	KE/GENERAL/MO / OTHER OPERATING EXPENSES
R64R2059	**SOUTHWEST SCHOOL AND OFFICE SU**	**57.43**	57.43	0128000031 4320	CY/GUID / OTHER OFFICE/MISC SUPPLIES
R64S0170	**SOUTHWEST SCHOOL AND OFFICE SU**	**3,074.04**	3,074.04	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64R2154	**SPORTDECALS INC**	**1,955.39**	1,955.39	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
R64R2047	**SPORTS FACILITIES GROUP INC**	**9,432.15**	9,432.15	0127220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
R64R2169	**SPORTS FACILITIES GROUP INC**	**1,004.44**	1,004.44	0142751681 5630	OX/ATHLETICS/M & O / REPAIRS/ATHLETIC
R64R2058	**STAPLES ADVANTAGE**	**432.02**	432.02	0140140027 4320	SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MISC
R64R2060	**STAPLES ADVANTAGE**	**60.32**	60.32	0128252011 4310	CY/MILD MODERATE/SE SEP CL/NSE /
R64R2062	**STAPLES ADVANTAGE**	**671.27**	671.27	0140140027 4320	SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MISC

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R64R2065	**STAPLES ADVANTAGE**	**289.38**	289.38	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
R64R2066	**STAPLES ADVANTAGE**	**44.01**	44.01	0140140027 4320	SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MISC
R64R2070	**STAPLES ADVANTAGE**	**70.09**	70.09	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
R64R2072	**STAPLES ADVANTAGE**	**199.61**	199.61	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
R64R2073	**STAPLES ADVANTAGE**	**1,805.39**	1,805.39	0168140027 4320	GI SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MIS
R64R2133	**STAPLES ADVANTAGE**	**264.79**	264.79	0127140027 4320	KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES
R64R2156	**STAPLES ADVANTAGE**	**409.41**	409.41	0122000910 4320	MA/LCFF-CONCENTRATION/INSTR / OTHER
R64R2211	**STAPLES ADVANTAGE**	**1,030.03**	1,030.03	0128261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
R64R2256	**STAPLES ADVANTAGE**	**79.07**	79.07	0140000033 4320	SOUTH/ATTN / OTHER OFFICE/MISC SUPPLIES
R64S0168	**STAPLES ADVANTAGE**	**972.85**	972.85	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64R2194	**STATE OF CALIFORNIA**	**125.00**	125.00	0134230081 5610	WA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
R64T0663	**STATE UNIVERSITY OF IOWA**	**448.00**	448.00	0128393110 5880	VEA PERKINS STUDEN ORG CYP / OTHER OPERATIN
R64R2172	**STUTTERING THERAPY RESOURCES I**	**2,075.16**	2,075.16	0119271519 4310	SPEECH & LANG/SE OTHER/NSEV / INSTRUCTIONAL
R64T0660	**SWEETWATER**	**387.90**	387.90	0127140027 4320	KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES
R64R2129	**TEAM SPORTS USA**	**5,329.01**	5,329.01	0115392310 4310	ED/ESSER II-CRRSA ACT/INSTR / INSTRUCTIONAL
R64R2204	**TENNIS EXPRESS LP**	**1,615.17**	1,615.17	0115392310 4410	ED/ESSER II-CRRSA ACT/INSTR / EQUIPMENT -
R64R2205	**TENNIS EXPRESS LP**	**1,831.74**	1,831.74	0115392310 4410	ED/ESSER II-CRRSA ACT/INSTR / EQUIPMENT -
R64R1995	**THE RINKS - ANAHEIM ICE**	**510.00**	510.00	0119473010 5880	SYS/WORKABILITY/INSTR / OTHER OPERATING
R64T0670	**TOOLS FOR SCHOOLS INC.**	**240.00**	240.00	0128000010 5880	CY/INSTR / OTHER OPERATING EXPENSES
R64T0694	**TOUCH BOARDS.COM**	**2,063.65**	2,063.65	0134025040 4320	WA/ANCIL / OTHER OFFICE/MISC SUPPLIES
R64X0468	**TRILLIUM USA COMPANY LLC**	**20,000.00**	20,000.00	0113113036 4392	TRANS/REG-ED/TRANSPORTATION /
R64A0271	**TRUELINE CONSTRUCTION AND SURF**	**194,288.00**	194,288.00	0127238081 5610	KE/PAVING/MO / REPAIRS/MAINT - O/S SERVICES

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PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
R64R2226	**TURF STAR INC**	**35,048.60**	35,048.60	0111220081 6490	OPERATIONS - GENERAL / EQUIPMENT - OTHER
R64R2236	**U S BANK**	**900.00**	900.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING EXPENS
R64R2033	**ULINE**	**947.85**	947.85	0122901010 4310	MA/LOCAL GRANTS/INSTR / INSTRUCTIONAL MATL
R64R2071	**ULINE**	**747.73**	747.73	0168381110 4310	TITLE I-PARENTING/INSTR / INSTRUCTIONAL MATL
R64R2090	**ULINE**	**468.74**	468.74	0121140027 4320	WESTERN/SCH ADM/SCH ADM / OTHER OFFICE/MIS
R64R2155	**ULINE**	**163.11**	163.11	0123489510 4310	SA/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
R64R2199	**ULINE**	**959.39**	959.39	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
R64R2223	**ULINE**	**1,277.26**	1,277.26	0132000081 4310	OR/MO / INSTRUCTIONAL MATL & SUPPLIES
R64T0629	**UNITED FEDERATION OF ESPORTS A**	**260.00**	260.00	0127000910 5880	KE/LCFF-CONCENTRATION/INSTR / OTHER
R64R2082	**VISION COMMUNICATIONS CO.**	**3,008.38**	3,008.38	0140000010 4310	SOUTH/INSTR / INSTRUCTIONAL MATL & SUPPLIES
R64R2089	**VISION COMMUNICATIONS CO.**	**85.66**	85.66	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC
R64R2064	**WASHINGTON MUSIC CENTER**	**1,557.80**	1,557.80	0115392410 4410	ED/EXPANDED LEARN OPPORT (ELO) / EQUIPMENT
R64R2043	**WAXIE SANITARY SUPPLY**	**177.31**	177.31	0111221081 4347	OPERATIONS - CUSTODIAL / OPERATIONS SUPPLIES
R64R2126	**WAXIE SANITARY SUPPLY**	**1,693.36**	1,693.36	0121000081 4347	WESTERN/MO / OPERATIONS SUPPLIES - MISC
R64A0272	**WEATHERPROOFING TECHNOLOGIES I**	**600,000.00**	600,000.00	2738731185 6274	BA/BOND SERIES 2019 - MEAS H / CONSTRUCTION -
R64R2249	**WENGER CORP**	**749.47**	749.47	0115392410 4310	ED/EXPANDED LEARN OPPORT (ELO) /
R64R2180	**WESTERN PSYCHOLOGICAL SERVICES**	**14,240.53**	14,240.53	0119392732 4310	SYS/LEARN LOSS MIT-GEER (SWD) / INSTRUCTIONA
R64R2225	**WESTERN PSYCHOLOGICAL SERVICES**	**2,967.40**	2,967.40	0119256011 4310	ORTHO/SE SEP CL/SEV / INSTRUCTIONAL MATL &
R64R2182	**WESTERN SPECIALTY CONTRACTORS**	**62,000.00**	62,000.00	0120234081 5610	ANAHEIM/GLASS/MO / REPAIRS/MAINT - O/S
R64R2101	**WOLVERINE FENCE COMPANY INC**	**11,000.00**	11,000.00	2738731185 6126	BA/BOND SERIES 2019 - MEAS H / SITE IMPR
R64R2186	**WRESTLINGMART.COM**	**1,089.65**	1,089.65	0120000010 4310	ANAHEIM/INSTR / INSTRUCTIONAL MATL &
R64R2028	**WRS GROUP LTD.**	**4,092.94**	4,092.94	0172489510 4310	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
R64C0166	**YENNIS PARTY RENTALS INC.**	**15,532.69**	15,532.69	0148230081 5620	HANDE/LGENERAL/MO / RENTALS/OPERATING

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R64R2138	**YTV AMERICA**	**7,500.00**	7,500.00	0102087072 5880	SUPERINTENDENT/SP EVENTS/ADM / OTHER
R64T0626	**ZONAR SYSTEMS INC**	**29,773.08**	29,773.08	0113113036 5880	TRANS/REG-ED/TRANSPORTATION / OTHER

Fund 01 Total:	**3,421,328.77**
Fund 25 Total:	**10,700.00**
Fund 27 Total:	**8,805,011.37**
Fund 45 Total:	**4,204.00**
Total Amount of Purchase Orders:	**12,241,244.14**

EXHIBIT ZZ

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PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES **06/16/2022**

FROM **04/26/2022** **TO** **06/06/2022**

PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N64A0098	**AMTEC**	**2,400.00**	+600.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF
P64A0037	**HEALTHY ADVENTURES FOUNDATION**	**95,000.00**	+25,000.00	0104911072 5810	HR/WELLNESS PROGRAM/ADMIN /
P64R1735	**AMERICAN FENCE COMPANY INC**	**3,017.21**	+1,512.81	0156392385 6274	FAC/ESSER II CRRSA/FAC / CONSTRUCTION - OTHER
R64A0022	**CLEAN ENERGY**	**115,000.00**	+16,000.00	0113113036 4392	TRANS/REG-ED/TRANSPORTATION /
R64A0031	**CALIFORNIA SCHOOLS DENTAL COAL**	**3,115,000.00**	+615,000.00	6900690060 5892	HEALTH AND WELF/ENTERP / CLAIMS - DENTAL
R64A0054	**DANNIS WOLIVER KELLEY**	**150,000.00**	+50,000.00	0102102071 5821	SUPT/BRD SUPT / LEGAL FEES
R64A0065	**PINNACLE PETROLEUM INC.**	**175,700.00**	+42,100.00	0113113036 4381	TRANS/REG-ED/TRANSPORTATION /
R64A0095	**ORANGE COUNTY PUBLIC SAFETY**	**234,800.00**	+35,000.00	0172172083 5810	SAFE SCHOOLS / NON-INSTRUCTIONAL PROF
R64A0100	**VITAL LINK**	**42,885.80**	+22,360.80	0117546021 5810	SWP K12 PATHWAY IMPR GRANT /
R64A0206	**XEROX CORPORATION**	**48,358.51**	+10,000.00	0118118072 5620	GRAPHICS/GENL ADM / RENTALS/OPERATING LEASES
R64A0233	**GOVERNMENT FINANCIAL STRATEGIE**	**17,210.00**	+8,040.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF
R64C0154	**A ALVARADO PAINTING**	**5,300.00**	+800.00	0120237081 5610	ANAHEIM/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
R64R0133	**CAL BUILDING SYSTEMS INC**	**51,176.96**	+10,610.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICES
R64R0204	**VERTICAL TRANSPORT INC**	**23,024.00**	+432.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICES
R64R0979	**ANAHEIM COMMUNTIY SERVICES**	**18,461.00**	+6,702.00	0153000910 5620	SP PR/LCFF-SUPPLEMENTAL / RENTALS/OPERATING
R64R1034	**BUDDY'S ALL STARS INC**	**601.03**	+96.76	0132385010 4310	OR/TITLE IV/INSTR / INSTRUCTIONAL MATL &
R64R1228	**AMERICAN CASUAL**	**4,008.13**	+446.99	0115392310 4310	ED/ESSER II-CRRSA ACT/INSTR / INSTRUCTIONAL
R64R1308	**SPORTS FACILITIES GROUP INC**	**3,589.16**	+754.25	0115392310 4410	ED/ESSER II-CRRSA ACT/INSTR / EQUIPMENT -
R64R1468	**MUSIC THEATER INTERNATIONAL**	**1,541.36**	+516.36	0115392410 5620	ED/EXPANDED LEARN OPPORT (ELO) /
R64R1469	**MUSIC THEATER INTERNATIONAL**	**1,485.90**	+460.90	0115392410 5620	ED/EXPANDED LEARN OPPORT (ELO) /
R64R1489	**MUSIC THEATER INTERNATIONAL**	**1,077.35**	+288.49	0115392410 4310	ED/EXPANDED LEARN OPPORT (ELO) /
R64R1531	**NUTRIEN AG SOLUTIONS INC**	**1,998.30**	+426.42	0122000010 4310	MA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
R64R1624	**KYA SERVICES**	**15,063.34**	+10,786.71	0150233081 5610	DO/FLOOR/M&O / REPAIRS/MAINT - O/S SERVICES

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PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

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PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
R64R1666	**HEALTH SCIENCE ASSOCIATES**	**15,254.65**	+6,456.50	0125240081 5610	KA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
R64R1695	**CONTAINER ALLIANCE**	**3,391.02**	-1,356.41	0120230081 5620	ANAHEIM/GENERAL/MO / RENTALS/OPERATING
R64R1758	**A AND V CONTRACTORS INC.**	**21,573.00**	+5,575.00	0124230081 5610	LOARA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICE
R64R1760	**LA HABRA FENCE CO INC**	**64,154.00**	+1,638.00	0124232081 5610	LOARA/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
R64R1768	**AMERICAN CASUAL**	**2,753.62**	+494.12	0115392310 4310	ED/ESSER II-CRRSA ACT/INSTR / INSTRUCTIONAL
R64R1992	**AVID CENTER**	**1,750.00**	+50.00	0123595010 5210	SA/SHORT STAY VISITS / TRAVEL AND CONFERENCE
R64R2007	**MG ARTS**	**6,720.00**	+2,470.00	0128140027 5610	CY/SCH ADM/SCH ADM / REPAIRS/MAINT - O/S
R64S0070	**STAPLES ADVANTAGE**	**1,071.81**	+23.71	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64S0076	**SOUTHWEST SCHOOL AND OFFICE SU**	**3,144.98**	+1,298.11	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64S0084	**SOUTHWEST SCHOOL AND OFFICE SU**	**60,112.65**	+1,310.24	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64S0117	**ADVANTAGE WEST INVESTMENT ENTE**	**35,058.88**	+4,556.27	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64S0149	**CERTIFIED ART SUPPLY**	**1,518.00**	-68.53	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64S0155	**HENRY SCHEIN INC.**	**149.94**	+16.50	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64S0159	**AIRSUPPLY TOOLS INC.**	**3,392.83**	+948.03	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64S0163	**ADVANTAGE WEST INVESTMENT ENTE**	**3,828.14**	+1,914.07	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
R64T0308	**B AND H PHOTO VIDEO INC**	**7,110.26**	+286.43	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZED
R64T0453	**SEHI COMPUTER PRODUCTS INC**	**129.30**	-1,406.14	0115392410 4310	ED/EXPANDED LEARN OPPORT (ELO) /
R64T0455	**TEQUIPMENT**	**524.96**	+142.06	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
R64T0460	**MATTERHACKERS INC**	**881.40**	-226.27	0121000910 4410	WE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
R64T0622	**SEHI COMPUTER PRODUCTS INC**	**716.54**	-78.66	0132381010 4310	OR/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLIES
R64X0011	**FIX 4 LESS GOLF CARS**	**7,000.00**	+2,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64X0029	**ULINE**	**11,000.00**	+1,000.00	0114114072 4320	WAREHOUSE/GENL ADM / OTHER OFFICE/MISC
R64X0049	**TRUCK PRO PTO SALES CORPORATIO**	**15,683.00**	+683.00	0179113536 4376	GARAGE/TRANS-SP ED/TRANSP / TRANS SUPPLY-BUS

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FROM **04/26/2022** **TO** **06/06/2022**

PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
R64X0050	**ADI**	**50,000.00**	+32,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIES
R64X0053	**ALC SCHOOLS LLC**	**95,000.00**	+35,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
R64X0062	**AGRI TURF DISTRIBUTING LLC**	**25,000.00**	+5,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
R64X0064	**ALLIANCE ENVIRONMENTAL COMPLIA**	**96,073.92**	+16,073.92	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
R64X0097	**BORDER TIRE**	**77,325.00**	+32,325.00	0179113036 4386	GARAGE/TRANS-REG ED/TRANSPORT /
R64X0121	**PARKHOUSE TIRE INC.**	**55,000.00**	+15,000.00	0179113036 4386	GARAGE/TRANS-REG ED/TRANSPORT /
R64X0144	**U S BANK**	**5,900.00**	+500.00	0125013010 4310	KA/HECT/INSTR / INSTRUCTIONAL MATL & SUPPLIES
R64X0148	**WINZER**	**20,000.00**	+5,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
R64X0194	**ICS SERVICE CO.**	**50,000.00**	+30,000.00	0110245081 5610	M & O/SAFETY & SECURITY/M&O / REPAIRS/MAINT -
R64X0228	**PEST OPTIONS INC**	**4,000.00**	+1,000.00	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
R64X0230	**POOL SUPPLY OF ORANGE COUNTY**	**84,000.00**	+14,000.00	0110240081 4355	MAINTENANCE/POOL/MO / MAINTENANCE SUPPLIES
R64X0238	**S.C. SIGNS AND SUPPLIES LLC**	**23,500.00**	+5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
R64X0262	**CALIFORNIA PLUMBING PARTS**	**55,000.00**	+5,000.00	0110239081 4355	MAINTENANCE/PLUMB/MO / MAINTENANCE SUPPLIE
R64X0268	**GANAHL LUMBER CO**	**90,000.00**	+15,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
R64X0270	**GRAINGER**	**65,000.00**	+30,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
R64X0288	**SCHORR METALS INC**	**75,000.00**	+35,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
R64X0298	**WALTERS WHOLESALE ELECTRIC CO**	**35,000.00**	+15,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIES
R64X0306	**AGUINAGA GREEN INC**	**16,000.00**	+11,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
R64X0316	**U S BANK**	**65,000.00**	+15,000.00	0109620037 5880	FOOD SVC/GRADES 7-12/FOOD SVC / OTHER
R64X0338	**GREATER ANAHEIM SELPA**	**2,700,000.00**	+700,000.00	0100282000 8311	SE-AB602 MSTR PLAN-C/Y/N/A / APPORTIONMENTS
R64X0370	**GREATER ANAHEIM SELPA**	**1,150,000.00**	+650,000.00	0119283011 5805	SYS/INSTR / INSTRUCTIONAL PROF CONSULTANT
R64X0394	**U S BANK**	**1,922.19**	+422.19	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR / INSTRUCTIONAL

Fund 01 Total: **1,937,981.63**

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES **06/16/2022**

FROM **04/26/2022** **TO** **06/06/2022**

PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
	Fund 69 Total:		**615,000.00**		
	Total Amount of Change Orders:		**2,552,981.63**		

Check Register/Warrants Report
April 26, 2022 - June 6, 2022

EXHIBIT AAA

	B	C	D	F	G
1					
2					
3	**VENDOR NAME**	**VENDOR ID**	**Object**	**AMOUNT**	**CK#**
4	**5 DOLLAR SCHOOL TEES**	V6412142	**4310**	1111.12	00177610
5	**A ALVARADO PAINTING**	V6406348	**5610**	5300	00177892
6	**A AND C URGENT CARE**	V6412935	**5810**	35	00177488
7				140	00177775
8	**A AND V CONTRACTORS INC.**	V6410406	**5610**	5593	00177611
9	**A LINE INC**	V6409724	**5620**	2300	00177051
10	**A U H S D FOOD SERVICE DEPT**	V6400023	**4390**	134.69	00177298
11				610.95	00178061
12	**A Z BUS SALES INC.**	V6400025	**4376**	318.15	00177709
13			**4385**	706.73	00177709
14				185.52	00177893
15	**AAA ELECTRIC MOTOR SALES**	V6400033	**4355**	246.03	00177179
16				83.01	00177443
17				251.6	00177612
18				865.67	00177776
19				20.66	00177894
20	**AARDVARK CLAY AND SUPPLIES INC**	V6400035	**4310**	1190.64	00177140
21	**ABC SCHOOL EQUIPMENT INC**	V6400047	**4355**	549.53	00177180
22			**4410**	12520.74	00177180
23	**ABLENET INC.**	V6405539	**4310**	1670.13	00177710
24	**ABU KHALAF, ZINEH**	V6412791	**5220**	162.63	00177095
25				35.1	00177752
26	**AC POWER 1 INC**	V6413051	**5610**	2900	00177777
27	**ACCO BRANDS INC.**	V6405743	**5610**	614.44	00177381
28	**ACCOUNTABLE HEALTHCARE STAFFING INC**	V6414409	**5810**	2592.5	00177096
29				10313.9	00177382
30				2968.2	00177613
31				2968.2	00177969
32	**ACORN MEDIA**	V6400068	**4310**	1464.97	00177052
33	**ACP DIRECT**	V6407556	**4310**	204.65	00178062
34	**ACS BILLING SERVICE**	V6400072	**5580**	4357.63	00177614
35	**ADA SPORTS BADMINTON AND TENNIS**	V6411947	**4310**	687.5	00177053
36	**ADAFRUIT INDUSTRIES LLC**	V6411889	**4310**	500.18	00177778
37	**ADAMS, CLARE**	V6413562	**5220**	130.51	00177444
38				38.84	00177970
39	**ADI**	V6400095	**4355**	456.81	00177141
40				4877.99	00177779
41				492.17	00177895
42				122.26	00178100
43	**ADORAMA**	V6411023	**4310**	1292.47	00177780
44			**4410**	2603.45	00177711
45	**ADT COMMERCIAL LLC**	V6413978	**5620**	3642.86	00177753
46	**ADVANTAGE WEST INVESTMENT ENTERPRISES INC.**	V6412537	**4347**	107.75	00177615
47			**9320**	1914.07	00177261
48				834.63	00177383
49				2170.04	00177489
50				2632.77	00177712
51	**AG DESIGN INC**	V6412748	**5810**	24562.5	00177754
52	**AGRI TURF DISTRIBUTING LLC**	V6412836	**4347**	3499.85	00177445
53	**AGUINAGA GREEN INC**	V6412753	**4347**	654.26	00177097
54				327.13	00177142
55				7555.98	00177575
56	**AIRGAS USA LLC**	V6413792	**4320**	177.79	00177384
57			**4355**	74.69	00177616
58	**AIRSUPPLY TOOLS INC.**	V6412933	**4375**	1436.45	00177446
59				814.38	00177713
60				493.8	00177781
61				1016.29	00177896
62			**4387**	5935.65	00177181
63			**9320**	248.26	00177713
64	**ALBRIGHT LIGHTING PLASTICS**	V6410869	**4355**	129.3	00177447
65	**ALC SCHOOLS LLC**	V6413488	**5620**	11509.96	00177576
66				363.53	00178101
67	**ALISON DOVER**	V6413785	**5805**	6875	00178102
68	**ALLIANCE ENVIRONMENTAL COMPLIANCE INC**	V6400169	**5610**	17072.49	00177182
69				11829.78	00177993
70	**ALLIED SUPPLY CORP**	V6400173	**4355**	4176.12	00177262
71	**ALONTI CAFE AND CATERING**	V6413206	**4390**	883.19	00177054
72	**ALT REV CASH FUND**	V6405194	**4210**	335.86	00177177
73				146.55	00178103
74			**4310**	638.04	00177177
75				3395.19	00178103
76			**4320**	18.31	00177177
77				920.2	00178103
78			**4347**	574.06	00177177
79				87.99	00178103
80			**5880**	70	00177177
81				153.27	00178103
82		V6405195	**4210**	90.51	00177183
83				161.31	00177664
84			**4310**	372.32	00177183
85				4019.63	00177664

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April 26, 2022 - June 6, 2022

	B	C	D	F	G
3	**VENDOR NAME**	**VENDOR ID**	**Object**	**AMOUNT**	**CK#**
86	**ALT REV CASH FUND**	V6405195	**4320**	1005.23	00177664
87			**4347**	289.77	00177664
88			**4390**	411.46	00177664
89			**5880**	50	00177664
90			**5910**	77.1	00177664
91		V6405196	**4310**	366.36	00177665
92			**4347**	29.2	00177665
93			**4390**	290.56	00177665
94		V6405197	**4210**	279.87	00177184
95			**4310**	1039.51	00177184
96				426.47	00177666
97			**4320**	150.28	00177184
98			**4390**	282.36	00177666
99			**5910**	11.6	00177666
100		V6405198	**4210**	112.22	00178104
101			**4310**	2468.7	00177755
102				3253.11	00178104
103			**4315**	54.41	00177755
104				41.76	00178104
105			**4320**	1079.83	00178104
106			**4347**	127.35	00177755
107			**4390**	267.28	00178104
108			**4392**	65.79	00178104
109			**5910**	4.53	00178104
110	**ALTA LANGUAGE SERVICES INC.**	V6413779	**5810**	660	00178105
111	**AMAZON WEB SERVICES INC.**	V6412894	**5880**	213.92	00177448
112	**AMERICAN CASUAL**	V6407489	**4310**	3390.78	00177098
113				14251.62	00177143
114				1155.62	00177263
115				3975.98	00177385
116				964.36	00177490
117				2753.62	00177842
118				628.04	00177971
119			**4345**	5775.13	00177299
120	**AMERICAN FENCE COMPANY INC**	V6407611	**6274**	348.45	00177386
121	**AMERICAN TIME**	V6410391	**4355**	5094.51	00177449
122	**AMTEC**	V6411210	**5810**	600	00177782
123	**ANAHEIM COMMUNTIY SERVICES**	V6412336	**5880**	950	00177617
124	**ANAHEIM CONVENTION CENTER**	V6400255	**5620**	375	00177783
125	**ANAHEIM FAMILY YMCA**	V6409401	**5100**	562920.48	00177756
126	**ANAHEIM UNION HIGH SCHOOL DIST**	V6400267	**5454**	83095.4	00177618
127				9464.44	00178106
128	**ANGELUS WATERPROOFING AND**	V6410928	**5610**	2270	00177897
129	**ANIXTER**	V6400966	**4355**	4647.85	00177144
130				369.14	00177757
131	**AP EXAMINATIONS**	V6400312	**4310**	393065	00178107
132	**APPLE INC**	V6400319	**4310**	1643.27	00177055
133				7403.67	00177185
134				17234.42	00177387
135				121922.95	00177667
136				11567.34	00178063
137			**4410**	2692.89	00177055
138				1080.42	00177185
139				577.55	00177387
140				487.8	00177619
141				645.8	00177898
142				2795.17	00178063
143	**ARAMSCO INC**	V6414175	**5610**	4524.28	00177388
144	**ARBOR SCIENTIFIC**	V6400327	**4310**	1014.37	00177491
145	**ARCINA RISK GROUP LLC**	V6414105	**5810**	405	00177714
146	**ARCMATE MANUFACTURING CORP.**	V6410685	**9320**	1454.49	00177784
147	**ARROW SERVICES INC**	V6412839	**5580**	2387.57	00177056
148				1825.9	00178064
149	**ART SUPPLY WAREHOUSE**	V6400350	**4310**	104.67	00177785
150				699.66	00178028
151	**ARTICULATE GLOBAL INC**	V6413709	**5880**	1947	00177786
152	**AT AND T**	V6400374	**5918**	41.92	00177300
153		V6406157	**5918**	20080.61	00177145
154				23.26	00177389
155				11069.24	00177843
156	**ATKINSON ANDELSON LOYA RUUD**	V6400383	**5210**	226	00177492
157			**5821**	8549.63	00177620
158				500	00177758
159	**ATTAINMENT CO. INC.**	V6400391	**4310**	280.75	00177715
160				2028.38	00178065
161	**ATVANTAGE LLC**	V6412895	**5805**	1950	00177301
162				3185	00177972
163	**AUTISM AWARENESS CENTER INC**	V6414371	**4320**	2802.5	00177057
164	**AVID CENTER**	V6400410	**5210**	1750	00177186
165				2625	00177302
166				3475	00177716
167				875	00177844
168	**AWARDS BY PAUL**	V6400412	**4310**	13977.56	00177187
169				436.4	00178066

Check Register/Warrants Report
April 26, 2022 - June 6, 2022

	B	C	D	F	G
3	**VENDOR NAME**	**VENDOR ID**	**Object**	**AMOUNT**	**CK#**
170	**AWARDS BY PAUL**	V6400412	**4320**	5939.18	00177577
171				686.21	00177845
172	**B AND H PHOTO VIDEO INC**	V6400422	**4310**	4722.33	00177058
173				2597.82	00177303
174				1161.57	00177493
175				2284.99	00177717
176				312.74	00177787
177				4379.51	00178067
178			**4320**	95.44	00177787
179			**4410**	5053.88	00177058
180				566.8	00177303
181				6727.86	00177493
182				3800.29	00177717
183				684.26	00177787
184				3386.05	00178067
185			**9320**	412.21	00177303
186	**B AND K ELECTRIC WHOLESALE**	V6400623	**2235**	2357.32	00177846
187			**4355**	569.66	00177621
188				450.96	00177846
189				68.88	00178108
190	**B AND M LAWN AND GARDEN INC**	V6400423	**4347**	364.65	00177059
191				588.11	00177188
192				208.5	00177622
193				538.19	00177668
194				117.99	00177788
195				76.93	00178068
196			**4355**	215.18	00177718
197				33.34	00177788
198				230.05	00178068
199			**4410**	1347.94	00177099
200	**BACH COMPANY, THE**	V6407748	**4310**	2263.96	00177060
201				7843.94	00177264
202				2368.95	00177494
203	**BADGE A MINIT**	V6405611	**4310**	870.75	00177495
204	**BALL JR HIGH SCHOOL**	V6400433	**5810**	600	00177832
205				250	00178109
206	**BAND SHOPPE**	V6406925	**4310**	516.95	00177146
207			**4410**	3894.43	00177623
208	**BARNES AND NOBLE**	V6400450	**4210**	106.82	00177147
209				123.87	00177304
210				940.58	00177719
211				1734.34	00177973
212			**4310**	79.26	00177147
213				680.39	00177719
214				3435.94	00177973
215			**4320**	784.59	00177973
216	**BARNEY'S BLENDS INC.**	V6411700	**4347**	689.6	00177061
217			**4410**	1340.18	00177899
218	**BAVCO**	V6407678	**4355**	689.5	00177062
219				833.59	00177759
220				46.08	00177974
221	**BCT ENTERTAINMENT**	V6406302	**5620**	4379.54	00177265
222	**BEACON DAY SCHOOL**	V6409269	**5860**	33223.41	00177496
223				78334.48	00178110
224	**BEAN, AMANDA**	V6409023	**5210**	652.42	00177390
225	**BEE BUSTERS**	V6400472	**5610**	125	00177624
226				125	00177720
227				75	00177789
228	**BELSKI, BRIAN**	V6407692	**5220**	267.58	00178029
229	**BERTRAND'S MUSIC**	V6412730	**4310**	61.4	00177189
230				506.08	00177625
231			**4410**	23.68	00177305
232				1200.34	00177306
233				3012.17	00177790
234	**BEST BUY FOR BUSINESS**	V6408717	**4310**	786.88	00177391
235				325.15	00177791
236			**4410**	1182.38	00177391
237	**BIOMETRICS4ALL INC**	V6409224	**5880**	2.25	00177497
238	**BLACKBIRD CONTRACTING SERVICES, INC.**	V6414467	**5610**	1500	00177578
239	**BLICK ART MATERIALS LLC**	V6401357	**4310**	128.44	00177063
240				28.14	00177190
241				2839.17	00177307
242				922.34	00177498
243				450.42	00177499
244				1260.68	00177669
245				191.01	00177792
246				276.62	00178069
247			**4311**	1193.69	00177307
248	**BLUUM USA INC.**	V6404796	**4410**	2379.12	00177975
249	**BOOK SYSTEMS INC**	V6412321	**4315**	74.65	00177308
250	**BORDER TIRE**	V6413240	**4386**	6075.07	00177266
251				9608.71	00177626
252				9193.5	00177721
253	**BOWMAN, AMY**	V6413613	**5210**	199	00177900

	B	C	D	F	G
3	**VENDOR NAME**	**VENDOR ID**	**Object**	**AMOUNT**	**CK#**
254	**BREAKOUT EDU**	V6412649	**4310**	870.87	00177450
255	**BRIDGEPORT GOLF CARS**	V6413224	**5610**	1496.45	00177847
256			**6490**	14169.13	00177793
257	**BSN SPORTS**	V6400615	**4310**	801.25	00177392
258				1579.92	00177794
259	**BSN SPORTS LLC**	V6412536	**4310**	3029.45	00177393
260				5631.7	00177500
261				391.27	00177627
262				770.41	00177976
263				2196.53	00178070
264			**4320**	1831.76	00178111
265			**4410**	4727	00177191
266			**6490**	5665.34	00178070
267			**9320**	913.73	00177627
268	**BUDDY'S ALL STARS INC**	V6406311	**4310**	500.75	00177192
269				259.68	00177394
270				255.55	00177795
271			**4410**	1343.96	00178071
272	**BULK BOOKSTORE**	V6414414	**4210**	4679.92	00177064
273				1564.57	00177309
274				330.14	00177501
275	**BUSWEST**	V6407892	**4376**	990.92	00177760
276			**4385**	141.07	00177451
277				1054.7	00177722
278	**C.C. IMEX**	V6414331	**4310**	17580.67	00177452
279				3033.92	00177670
280	**CABE**	V6400656	**5210**	4730	00177310
281	**CAL LIFT INC**	V6400664	**5610**	1007.7	00177193
282	**CALCOMP GRAPHIC SOLUTIONS LLC**	V6413965	**4310**	114.46	00177194
283				125.24	00177502
284	**CALIF. DEPT. OF TAX AND FEE ADMINISTRATION**	V6404444	**5880**	5302.5	00177628
285	**CALIFORNIA ASSOCIATION OF**	V6414352	**5210**	207.56	00177671
286	**CALIFORNIA CUSHION COMPANY INC.**	V6411382	**4355**	454.63	00177672
287	**CALIFORNIA DEPT. OF JUSTICE**	V6400689	**5810**	1685	00177267
288				1880	00177723
289	**CALIFORNIA FBLA**	V6406690	**5210**	1577	00177503
290	**CALIFORNIA PLUMBING PARTS**	V6412567	**4355**	1169.91	00177065
291				152.96	00177453
292				4701.52	00177629
293				394.32	00177848
294				583.96	00177977
295	**CALIFORNIA RETROFIT INC**	V6406910	**4355**	545.02	00177195
296				567.84	00177673
297				234.36	00177978
298				297.66	00178030
299				430.14	00178072
300	**CALIFORNIA YELLOW CAB**	V6413351	**5870**	2628	00177504
301	**CAMBEROS, MARGARITO**	V6414263	**5220**	52.65	00177630
302	**CAMERON WELDING SUPPLY**	V6400741	**4355**	126.95	00177849
303	**CARE YOUTH CORPORATION**	V6412565	**5860**	26430	00177395
304	**CAREER LAUNCH**	V6414304	**5880**	11433	00177796
305	**CAROLINA BIOLOGICAL SUPPLY CO.**	V6400778	**4310**	2264.49	00177066
306				97.49	00177196
307				1862.62	00177311
308				1942.52	00177505
309	**CART MAN INC, THE**	V6404668	**5610**	412.25	00177067
310				371.53	00177761
311				1007.51	00177850
312				1114.68	00178073
313	**CASC**	V6408957	**5210**	4477	00177100
314	**CDW GOVERNMENT INC.**	V6400819	**4310**	150.76	00177068
315				2325.59	00177797
316				466.86	00177979
317				1869.5	00178031
318				4772.08	00178112
319			**4320**	570.06	00177454
320			**4410**	1658.95	00177068
321				1990.16	00177101
322				149	00177454
323	**CEMEX**	V6404364	**4355**	958.42	00177506
324	**CENTER FOR DRUG FREE COMMUNITIES**	V6400833	**5880**	5200	00177674
325	**CENTRAL RESTAURANT PRODUCTS**	V6411274	**4310**	887.6	00177396
326			**4410**	1952.12	00177396
327	**CERTIFIED ART SUPPLY**	V6400850	**9320**	241.19	00177102
328				1518	00178032
329	**CERTIFIED TRANSPORTATION SVCS**	V6400852	**5620**	2242.2	00177069
330				1161.5	00177455
331				1161.5	00177507
332				1161.5	00177724
333	**CERTIFX LIVE SCAN**	V6414255	**5880**	975	00177268
334				1025	00177980
335	**CHEFS' TOYS**	V6410110	**4310**	24.24	00177798
336	**CINNAMON HILLS YOUTH CRISIS CTR**	V6407425	**5860**	30054.7	00177312
337				31186.68	00177901

	B	C	D	F	G
3	**VENDOR NAME**	**VENDOR ID**	**Object**	**AMOUNT**	**CK#**
338	**CISCO'S SHOP INC.**	V6411971	**4355**	492.12	00177675
339	**CITY OF ANAHEIM**	V6400957	**5520**	21193.45	00177103
340				144994.76	00177313
341				61389.26	00177456
342				45592.08	00177508
343				36488.98	00177762
344				30781.87	00177981
345				110946.5	00178113
346			**5530**	3966.42	00177103
347				44291.08	00177313
348				18435.84	00177456
349				5815.92	00177508
350				8801.11	00177762
351				11258.13	00177981
352				54549.66	00178113
353			**5580**	2826.72	00177103
354				20338.16	00177313
355				8021.87	00177456
356				3718.5	00177508
357				4868.64	00177762
358				2977.61	00177981
359				16429.25	00178113
360	**CITY OF BUENA PARK**	V6400958	**5530**	3937.99	00177104
361				4918.61	00177631
362			**5580**	393.8	00177104
363				499.36	00177631
364	**CLEAN ENERGY**	V6413884	**4392**	14004.24	00177579
365				4327.38	00178114
366	**CLEAN OUT KINGS**	V6413766	**5610**	25600	00177397
367	**CM SCHOOL SUPPLY**	V6400991	**4310**	284.29	00177632
368			**4320**	344.76	00177763
369	**COCO PRINTING AND GRAPHICS**	V6410045	**5810**	269.81	00178033
370	**COLON, MANUEL**	V6402939	**5210**	154.58	00177398
371	**COMPLETE OFFICE OF CA**	V6411539	**9320**	16427.57	00177633
372				5223.29	00177851
373	**COMPREHENSIVE DRUG TESTING INC.**	V6410899	**5810**	595	00177676
374	**CONTINENTAL ATHLETIC SUPPLY INC**	V6414090	**5630**	6610.05	00177725
375	**COSCO FIRE PROTECTION INC**	V6412879	**5610**	2189	00178115
376	**COUSIN'S CONCERT ATTIRE**	V6407185	**4310**	3033.72	00177764
377	**CREATIVE BUS SALES**	V6409840	**4376**	6181.98	00177852
378			**4385**	418.48	00177726
379				427.83	00177982
380				491.32	00178074
381	**CRISP IMAGING**	V6408990	**5880**	230.79	00177314
382				7273.14	00177559
383	**CROWD FAVORITE PROMOTIONAL**	V6412906	**4310**	1073.71	00177580
384	**CROWN TROPHY**	V6401151	**4310**	122.79	00177983
385	**CULVER NEWLIN**	V6411589	**4310**	1207.36	00177070
386				1764.95	00177269
387				588.32	00177765
388				7825.88	00178116
389			**4320**	3227.33	00177070
390				309.8	00177399
391				1567.11	00178116
392			**4410**	19252.77	00177269
393				696.07	00177765
394				11613.62	00178116
395	**CUMMINS PACIFIC LLC**	V6401190	**5610**	732.4	00177581
396	**CVT RECYCLING**	V6407455	**5580**	80.61	00177148
397				751.29	00177634
398				336.14	00177984
399			**5680**	223.29	00177148
400	**CYPRESS HIGH SCHOOL**	V6405640	**5810**	2246	00177509
401	**D. HAUPTMAN CO. INC.**	V6405405	**9320**	4794.88	00177799
402	**DAD MILLER GOLF COURSE**	V6401224	**5880**	500	00177457
403	**DADDARIO, SARA**	V6411580	**5210**	756.69	00177458
404	**DAIGNAULT, KARIN**	V6402510	**5220**	26.33	00177105
405	**DAKTRONICS**	V6408432	**4355**	8143.25	00177727
406	**DAM, ANGEL**	V6409471	**5220**	26.91	00177149
407				36.97	00177315
408	**DANNIS WOLIVER KELLEY**	V6411357	**5821**	8032.5	00177316
409				6868	00178075
410	**DAWN SIGN PRESS**	V6407309	**4150**	752.98	00177800
411	**DB SERVICE CENTER LLC**	V6411405	**4347**	216.04	00177197
412	**DEL SOL SCHOOL**	V6411308	**5860**	7488	00177635
413	**DEMCO INC**	V6401318	**4310**	279.99	00177636
414	**DESIGNS BY MARINA**	V6401334	**4320**	2116.86	00178034
415	**DIAMOND FITNESS SYSTEMS LLC**	V6407292	**4310**	1253.6	00177801
416	**DISCOUNT SCHOOL SUPPLY**	V6407632	**4310**	768.19	00177400
417	**DISPLAYS2GO**	V6411207	**4310**	444.26	00177270
418			**4320**	63.5	00177637
419	**DIVISION OF THE STATE ARCHITECT**	V6411414	**5880**	1313.33	00177071
420	**DRONE DOJO**	V6414398	**4310**	1250	00177902
421			**4410**	38387	00177902

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	B	C	D	F	G
3	**VENDOR NAME**	**VENDOR ID**	**Object**	**AMOUNT**	**CK#**
422	**DUCA, JASON**	V6407065	**5220**	104.25	00177106
423				130.16	00177638
424	**DUNN EDWARDS PAINTS**	V6401448	**4355**	90.94	00177107
425				76.7	00177728
426	**E.B. BRADLEY COMPANY**	V6401456	**4355**	58.17	00177198
427	**EBERHARD EQUIPMENT**	V6405532	**5620**	254.12	00177317
428	**ECOCENTER INC.**	V6414311	**5805**	7500	00177582
429				7500	00177766
430	**ECONOMY RENTALS INC**	V6401478	**5620**	895.86	00177318
431				920	00177853
432	**EGANS, SHANNA**	V6411935	**5210**	1431.51	00177903
433	**EMERGENCYKITS.COM**	V6412517	**4320**	918.49	00177677
434	**EMMANUEL PARTY RENTALS LLC**	V6414482	**5620**	477	00178035
435	**ENABLING DEVICES**	V6401583	**4310**	682.75	00177802
436	**ENCORE GROUP (USA) LLC**	V6414292	**5620**	5126.01	00177854
437			**5880**	6501.47	00177854
438	**ENVIRONMENTAL REMEDIATION CONTRACTORS INC.**	V6411629	**5610**	4500	00177583
439	**EPIC SPORTS**	V6408383	**4310**	261.29	00177985
440	**ESPECIAL NEEDS LLC**	V6411854	**4310**	268.81	00177271
441	**ESQUE COLLECTIVE LLC**	V6414412	**4410**	1713.23	00177639
442	**EVERYDAY SPEECH LLC**	V6413897	**5880**	8213.68	00177199
443	**EVOQUA WATER TECHNOLOGIES LLC.**	V6408457	**5610**	584.72	00178076
444	**EWING IRRIGATION PRODUCTS**	V6401634	**4355**	1755.23	00177108
445				498.97	00177319
446				45.01	00177459
447				102.37	00177640
448				511.17	00177678
449				337.85	00177767
450				1358.31	00177986
451				1098.76	00178077
452				437.32	00178117
453	**FARMAN, JUANA**	V6406999	**5220**	90.49	00177803
454	**FARMERS AND MERCHANTS BANK**	V6412156	**5880**	16910.46	00177510
455	**FEDEX**	V6401675	**4376**	11.99	00177855
456			**5910**	20.96	00177200
457				5.33	00177401
458				491.84	00177855
459				99.22	00177904
460				75.08	00177987
461				428.55	00178118
462	**FELIX, STEPHANIE**	V6412478	**5220**	114.36	00177460
463				78.62	00177994
464	**FERGUSON ENTERPRISES INC**	V6409823	**4355**	91	00177201
465				280.93	00177320
466				237.13	00177461
467				257.67	00177679
468				499.5	00177729
469				8208.25	00177856
470				200.23	00178119
471	**FERRELLGAS LP**	V6411875	**5810**	5630.04	00177109
472				4931.45	00177202
473				5224.32	00177462
474				4409.73	00177511
475				445.1	00177641
476				4575.16	00177680
477				4161.46	00177804
478				6937.17	00177905
479				6296.79	00178120
480	**FIELDHOUSE, MARK**	V6402986	**4310**	390.79	00177805
481	**FIREPLACE INC**	V6414402	**5880**	999	00177321
482	**FISHER SCIENCE EDUCATION**	V6401697	**4310**	398.99	00177203
483				257.7	00177730
484	**FITZ PEREZ, SERGIO**	V6413331	**5810**	298.41	00177150
485	**FIVE STAR RUBBER STAMP INC**	V6405116	**4320**	36.13	00177204
486	**FIX 4 LESS GOLF CARS**	V6413062	**5610**	199.25	00177857
487	**FLEET SERVICES INC**	V6405625	**4370**	1822.52	00177858
488			**4376**	166.69	00177463
489				-125.99	00178078
490			**4385**	133.67	00177110
491				1067.85	00177463
492				934.49	00177806
493				133.67	00178078
494	**FLINN SCIENTIFIC INC**	V6401708	**4310**	93.26	00177205
495	**FLORES, STEPHANIE**	V6412292	**5220**	148.59	00177642
496	**FOLLETT HIGHER EDUCATION GROUP LLC**	V6411526	**4210**	10614.59	00177859
497	**FOUNDATION BUILDING MATERIALS LLC**	V6414185	**4355**	265	00177681
498	**FROG ENVIRONMENTAL INC.**	V6407428	**5610**	650	00177464
499	**FULLER TRUCK ACCESSORIES**	V6401773	**4355**	377.13	00177206
500				3727.09	00177322
501				3727.09	00177465
502	**FULLERTON FORD**	V6414336	**4376**	264.03	00177466
503	**FUN AND FUNCTION LLC**	V6411593	**4310**	284.87	00177560
504	**FUNTASTIC BALLOON & HELIUM COMPANY**	V6414314	**4310**	311.75	00177323
505	**FUTURE PRO INC**	V6414476	**4310**	633	00178121

	B	C	D	F	G
3	**VENDOR NAME**	**VENDOR ID**	**Object**	**AMOUNT**	**CK#**
506	**FUTURE SHREDDING INC**	V6414221	**5610**	378	00177402
507	**GANAHL LUMBER CO**	V6401804	**4347**	2378.13	00177906
508			**4355**	347.46	00177151
509				7038.5	00177207
510				10886.11	00177324
511				1781.17	00177643
512				11830	00177769
513				4541.64	00177860
514				9075.1	00178122
515	**GARCIA, JORDANNE**	V6411753	**5220**	201.87	00178079
516	**GARDENA VALLEY NEWS**	V6401808	**5880**	650.64	00177272
517	**GAS COMPANY, THE**	V6404372	**5510**	4263.7	00177644
518				37041.01	00177907
519	**GATEWAY MEDICAL CENTER**	V6401819	**5810**	425	00177908
520	**GEIL INDUSTRIES**	V6408427	**5610**	1000	00177467
521	**GENERAL INDUSTRIAL TOOL AND SUPPLY**	V6401833	**9320**	669.62	00177561
522				387.92	00177995
523	**GHA TECHNOLOGIES INC**	V6411060	**4310**	722.95	00177403
524	**GIAKOUMIS, SABINA**	V6409517	**4310**	456.48	00177152
525				1537.72	00177273
526	**GIANNELLI ELECTRIC INC.**	V6401857	**5610**	762	00177562
527	**GILMAN, GARY R.**	V6410259	**5810**	270	00177731
528	**GLASBY MAINTENANCE SUPPLY CO.**	V6401863	**4320**	360.64	00177645
529			**4347**	3084.71	00177111
530				162.77	00177468
531				373.01	00177682
532				1001.17	00177732
533				267.52	00177909
534				529.43	00177988
535				34.22	00178080
536			**6490**	7867.67	00177861
537	**GOLDEN STATE WATER COMPANY**	V6408018	**5530**	32369.3	00177862
538	**GONZALEZ VASQUEZ, CHRISTIAN**	V6412812	**4310**	325.81	00177153
539	**GONZALEZ, LAURA**	V6410576	**5220**	69.61	00177208
540				64.75	00178081
541	**GONZALEZ, OSCAR**	V6414186	**5210**	265	00177683
542	**GOPHER SPORTS EQUIPMENT**	V6401902	**4310**	14449.19	00177209
543				3434.68	00177274
544				7408.38	00177646
545				527.29	00177910
546				461.59	00178123
547			**4410**	244.03	00177209
548				3331.04	00177325
549				1776.8	00177910
550	**GORM INC**	V6401904	**4347**	1187.37	00177210
551			**4410**	3144.34	00177911
552	**GOV CONNECTION INC**	V6406748	**4310**	501.36	00177211
553	**GOVERNMENT FINANCIAL STRATEGIES**	V6401906	**5810**	6450	00177112
554				8040	00178124
555	**GRAINGER**	V6404982	**4310**	78.71	00177212
556			**4355**	297.08	00177212
557				386.45	00177404
558				629.62	00177684
559				5226.2	00177770
560				1136.45	00177863
561				26.48	00177912
562				2122.03	00178125
563	**GRAYBAR ELECTRIC COMPANY**	V6401918	**4355**	8.93	00177326
564				594.28	00177913
565				798.34	00178082
566	**GREATER ANAHEIM SELPA**	V6401927	**5805**	144574.06	00177113
567				90251.78	00178126
568			**8311**	180836.37	00177833
569				180836.37	00178083
570	**GRUNDFOS CBS INC**	V6414306	**5610**	2936.7	00177685
571	**GUPTON, JACK**	V6411080	**4310**	941.91	00177733
572	**H AND H AUTO PARTS WHOLESALE**	V6401967	**4376**	191.7	00177807
573			**4385**	64.38	00177114
574				1730.4	00177512
575				724.84	00178084
576	**HAAF, ERIK**	V6406556	**4310**	1907.79	00177914
577	**HALL, CANDICE**	V6413728	**5220**	13.16	00177213
578				13.45	00177513
579	**HARPST, KRISTIN**	V6413313	**4310**	45.24	00178085
580			**4390**	390.41	00177154
581				467.64	00178085
582	**HATCHER, PATTY**	V6408994	**5220**	38.25	00177734
583	**HATHERILL, MARIANNE**	V6413130	**5210**	196	00177214
584	**HEADS UP CHECKUP INC.**	V6414033	**5805**	13406.58	00177115
585				6953.04	00177735
586	**HEADSETS.COM INC**	V6407253	**4320**	1128.14	00177327
587			**4410**	527.92	00177327
588	**HEALTH IMPRESSIONS**	V6412333	**4310**	5945.53	00177116
589	**HEALTH SCIENCE ASSOCIATES**	V6412896	**5610**	6456.5	00177405

	B	C	D	F	G
3	**VENDOR NAME**	**VENDOR ID**	**Object**	**AMOUNT**	**CK#**
590	**HEALTHY ADVENTURES FOUNDATION**	V6412541	**5810**	2384.58	00177406
591	**HEMINGWAY, ROBERT**	V6410037	**5210**	120	00177155
592	**HENRY SCHEIN INC.**	V6403123	**4310**	2538.74	00177469
593			**9320**	149.94	00177864
594	**HERNANDEZ, ROXANNA**	V6413494	**5880**	1305.65	00178127
595	**HERRERA, KACIE**	V6412743	**5210**	729.24	00177215
596	**HIGH INTEREST PUBLISHING INC.**	V6413259	**4210**	2339.92	00177216
597	**HIGH NOON BOOKS**	V6414420	**4210**	202.17	00177328
598	**HILLYARD FLOOR CARE SUPPLY**	V6402055	**4347**	61001.85	00177514
599	**HI-TECH GRAPHICS**	V6414062	**4310**	481.02	00177156
600	**HO, EUNICE**	V6414351	**5210**	125	00178086
601	**HODGE PRODUCTS INC**	V6402067	**4310**	3383.36	00177515
602	**HOKUF, KEN**	V6409187	**5220**	367.88	00177996
603	**HOLLANDER GLASS INC**	V6402071	**4310**	239.85	00177329
604				150.62	00177915
605	**HOME DEPOT CREDIT SERVICES**	V6405234	**4320**	350.21	00177989
606			**4355**	260.05	00177117
607				818.05	00177217
608				617.58	00177275
609				721.27	00177330
610				780.8	00177516
611				598.86	00177989
612				831.58	00178087
613			**4375**	17.2	00177989
614	**HORIZON**	V6408259	**4347**	639.6	00177218
615	**HOWARD INDUSTRIES**	V6402088	**4355**	243.48	00177736
616	**HUETTL, RIC AND KIM**	V6412907	**5870**	444.6	00177517
617			**5880**	20820	00177517
618	**HUTTNER, HEATHER**	V6412032	**5220**	33.35	00177219
619				48.23	00177518
620	**ICS SERVICE CO.**	V6406452	**5610**	867	00177157
621				16064.94	00177331
622				952	00177519
623	**ILLUMINATION INSTITUTE**	V6412987	**5805**	53000	00177865
624	**IMAGE APPAREL FOR BUSINESS**	V6402628	**4345**	54.17	00177916
625			**4347**	484.6	00177220
626	**INDEPENDENT**	V6413456	**5880**	1588	00177332
627	**INLAND TOP SOIL MIXES INC.**	V6402153	**4347**	16222.5	00177737
628	**INSIGHT PUBLIC SECTOR INC**	V6413521	**4320**	571.14	00177647
629			**4410**	860.91	00177647
630	**INSPIRED RESOLUTIONS LICENSED CLINICAL SOCIAL WORKER INC.**	V6413887	**5805**	1333.36	00177866
631	**INTERACTIVE HEALTH TECHNOLOGIES INC**	V6413583	**5880**	150	00177221
632	**INTERNATIONAL E Z UP INC**	V6412784	**4310**	4351.9	00177158
633				2062.35	00177563
634				771.92	00177917
635				1768.82	00178128
636			**4410**	1610.21	00177563
637	**J AND A FENCE**	V6409989	**5610**	3350	00177738
638				2650	00177918
639	**J AND B MATERIALS**	V6400875	**4355**	2709.95	00177520
640	**J.W. PEPPER AND SON INC.**	V6402214	**4310**	28.87	00177333
641				32.31	00177521
642				2508.94	00178088
643				134.57	00178129
644	**JACKSONS A S BREA F M P**	V6406346	**4347**	1073.06	00177522
645				240.38	00177648
646	**JACOBS, LAURA**	V6412203	**5220**	21.64	00177470
647				37.2	00177997
648	**JASON, LEAH**	V6414435	**5220**	56.1	00177523
649	**JFK TRANSPORTATION CO INC**	V6413170	**5620**	5541.75	00177867
650	**JHM SUPPLY INC.**	V6411647	**4355**	733.69	00177118
651				3184.09	00177222
652				975.03	00177334
653				787.35	00177471
654				1167.54	00177524
655	**JLM PSYCHOLOGICAL SERVICES INC.**	V6414218	**5810**	120	00177223
656	**JM AND J CONTRACTORS**	V6410460	**5610**	24340	00177472
657	**JOHNSON CONTROLS**	V6406981	**4355**	1147	00177335
658			**4410**	18790.9	00177407
659	**JORDAN, CRAIG**	V6414381	**5805**	750	00178089
660	**JOSTENS**	V6402437	**4320**	2440	00177336
661	**JUNIOR LIBRARY GUILD**	V6402477	**4210**	1693.51	00177525
662				1505.37	00177834
663			**4320**	54.99	00177224
664	**KAHOOT! AS**	V6414026	**5880**	216	00177276
665	**KATELLA HIGH SCHOOL**	V6402515	**5810**	4282	00177225
666	**KELLY SPICERS INC**	V6404405	**4320**	1802.34	00177337
667				36537.54	00177808
668				181.13	00177998
669	**KEMP, CHRISTINE**	V6400923	**5220**	47.97	00177739
670	**KENDALL HUNT PUBLISHING CO**	V6402568	**4210**	131.65	00177226
671	**KENNEDY HIGH SCHOOL**	V6402571	**5810**	3663	00177868
672	**KENS SPORTING GOODS**	V6414313	**4310**	5739.2	00177408
673	**KIM'S PIANO**	V6414321	**6490**	21557.56	00177919

	B	C	D	F	G
3	**VENDOR NAME**	**VENDOR ID**	**Object**	**AMOUNT**	**CK#**
674	**KNEPP, AMANDA**	V6413870	**5220**	76.28	00177227
675				60.13	00177809
676				38.02	00177999
677	**KNORR SYSTEMS INC.**	V6402610	**4355**	5999.52	00177119
678	**KNOWLAND CONSTRUCTION SERVICES LLC**	V6409073	**5810**	207.92	00177072
679				311.88	00178000
680	**KWON, AMY**	V6414161	**4310**	1373.84	00177990
681			**5210**	504.83	00177277
682	**KYA SERVICES**	V6411393	**5610**	11984.61	00177409
683				15063.34	00178130
684	**KYOCERA DOCUMENT SOLUTIONS AMERICA INC.**	V6412795	**4310**	59333.25	00177836
685			**4320**	4563.8	00177836
686	**LAGUNA CLAY CO.**	V6402645	**4310**	1764.7	00177649
687	**LANGUAGE NETWORK INC**	V6409301	**5810**	2807	00177159
688				1240	00177338
689				220	00177526
690				233.75	00177837
691				3440	00178131
692	**LARA, JOSE**	V6413230	**5210**	199	00177160
693	**LAVENANT JR, ARTURO**	V6414434	**5220**	6.43	00177527
694	**LE, CAITLIN**	V6411725	**5220**	54.34	00178001
695	**LETTER PERFECT SIGNS**	V6402726	**4355**	214.31	00177339
696	**LIBERTY FLAGS**	V6405477	**9320**	794.64	00177564
697	**LIZARRAGA MIRALDA, RAQUEL**	V6413314	**5220**	83.18	00177410
698	**LOARA ASB**	V6402803	**5810**	2343	00177411
699				703	00178132
700	**LONE STAR PERCUSSION**	V6408001	**4310**	53.88	00177228
701				24.78	00177650
702	**LOPEZ, CARLOS**	V6413783	**5810**	123.12	00177161
703	**LU, AMANDA**	V6414248	**5210**	199	00177162
704	**LUNGREN, JAMIE**	V6414444	**5220**	19.89	00177528
705	**MACKIN LIBRARY MEDIA**	V6402903	**4210**	35.02	00177229
706	**MAGCALAS, JOSE**	V6412794	**5805**	4000	00177920
707	**MAGNATAG VISIBLE SYSTEMS**	V6402919	**4410**	2298.32	00177921
708	**MAGNOLIA HIGH SCHOOL**	V6402920	**5810**	3968	00177740
709				240	00177922
710	**MAINTEX INC.**	V6411331	**9320**	424.96	00178002
711	**MANHATTAN STITCHING INC**	V6413802	**4310**	374.97	00177163
712			**4355**	3879	00177412
713	**MARCUS MANAGEMENT SOLUTIONS**	V6411856	**5805**	25240.58	00178090
714	**MARKERBOARD PEOPLE, THE**	V6404677	**4310**	180	00177164
715	**MARULLO, JOHN**	V6414480	**5210**	576.5	00177923
716	**MATTERHACKERS INC**	V6413522	**4310**	462.25	00178133
717			**4410**	419.15	00178133
718	**MC FADDEN DALE HARDWARE CO**	V6403056	**4355**	710.16	00177120
719				49.57	00177340
720				131.34	00177810
721	**MC GRAW HILL EDUCATION INC.**	V6411310	**4150**	11757.79	00177230
722				1970.82	00177278
723				574.42	00178134
724	**MC KESSON MEDICAL SURGICAL INC.**	V6403060	**9320**	23.68	00177231
725				314.69	00178135
726	**MD INSTALLATIONS INT'L INC.**	V6410469	**5610**	1992	00177232
727	**MEDCO SPORTS MEDICINE**	V6405872	**4320**	20.71	00177165
728				1126.36	00177924
729				41.93	00178003
730				199.43	00178136
731	**METRO DIESEL INJECTION INC**	V6412596	**4370**	754.25	00177869
732	**MF ATHLETIC CO**	V6403093	**4310**	711.15	00177925
733	**MICHAELS STORES INC & SUBS**	V6414285	**4310**	1808.99	00177074
734				895.66	00177233
735			**4410**	626.87	00177074
736	**MICRO CONNECTORS INC.**	V6412826	**4320**	973.04	00177279
737				55.98	00177341
738				119.74	00177473
739	**MIDWEST TECHNOLOGY PRODUCTS**	V6403131	**4310**	268.14	00177651
740	**MIGUEL, NUBIA**	V6413585	**5220**	32.92	00177926
741	**MIKE ELAM CONSTRUCTION**	V6412866	**5610**	10355	00177342
742				6220	00177870
743	**MISSION LINEN SUPPLY**	V6411115	**4388**	263.78	00177529
744				131.89	00177811
745				131.89	00177927
746				131.89	00178091
747				131.89	00178137
748	**MONTENEGRO, ROBERT**	V6403968	**3701**	3269.4	00177565
749	**MONTGOMERY HARDWARE CO.**	V6405624	**4355**	2186.48	00177280
750				124.26	00177686
751				78.03	00177871
752	**MOREY'S MUSIC STORE**	V6407094	**4310**	816.23	00177812
753	**MORSCO SUPPLY LLC**	V6412910	**4355**	40.91	00177928
754	**MOUSER ELECTRONICS INC**	V6414460	**4310**	172.95	00177771
755	**MUSIC AND ARTS CENTER**	V6411397	**4310**	1937.26	00177343
756				316.42	00177741
757				422.11	00177929

	B	C	D	F	G
3	**VENDOR NAME**	**VENDOR ID**	**Object**	**AMOUNT**	**CK#**
758	**MUSIC AND ARTS CENTER**	V6411397	**4410**	55567.48	00177652
759	**MUSIC THEATER INTERNATIONAL**	V6414315	**4310**	642.19	00177166
760				3334.02	00177838
761			**5620**	3021.46	00177281
762			**5880**	97.81	00177166
763	**MUSICAL THEATRE INTERNATIONAL**	V6409381	**4310**	476	00177167
764			**5880**	114	00177167
765	**MYBINDING.COM**	V6408809	**4310**	89.64	00177566
766	**MZQ CONSULTING LLC**	V6414417	**5810**	8000	00177474
767	**NASCO**	V6403253	**4310**	7888.54	00177234
768				2723.22	00177282
769				80.18	00177567
770				135.69	00177772
771				561.3	00178138
772			**4410**	2560.78	00177413
773				3377.94	00177772
774			**9320**	1548.16	00177772
775	**NATIONAL AUTISM RESOURCES LLC**	V6411234	**4310**	124.95	00177283
776	**NAVARRO, MONICA**	V6412545	**5220**	77.22	00177235
777				74.29	00177813
778	**NCS PEARSON INC.**	V6403319	**4310**	47396.06	00178139
779	**NERDS INC.**	V6403335	**4310**	1025.75	00177653
780	**NEW HAVEN YOUTH AND FAMILY SRVS**	V6407247	**5860**	119590.06	00177284
781				12863.2	00177814
782	**NEW MANAGEMENT INC.**	V6405318	**4347**	248.9	00177568
783	**NEWEGG BUSINESS INC**	V6412716	**4310**	187.88	00177236
784				3199.94	00177773
785				497.82	00177930
786				640.29	00178140
787			**4320**	168.68	00177475
788				47.36	00177654
789				163.01	00177872
790	**NEWPORT LANDING SPORTFISHING INC**	V6414425	**5880**	26	00177839
791	**NIEN, NANCY**	V6414195	**5210**	875.6	00177168
792	**NIMCO**	V6403365	**4310**	168.82	00177687
793	**NINOV, VESSELIN**	V6414445	**5220**	36.56	00177688
794	**NOLT'S MIDWEST PRODUCE SUPPLIES**	V6414475	**4310**	810	00177873
795	**NORTH ORANGE COUNTY REGIONAL**	V6403384	**5100**	862063	00177991
796			**7283**	672140.08	00177476
797	**NUNEZ, ROCIO**	V6414275	**5220**	62.98	00178004
798	**NUTRIEN AG SOLUTIONS INC**	V6414401	**4310**	933.35	00177414
799				340.33	00177931
800	**OC CUSTOM VINYL GRAPHICS AND SIGNS**	V6410845	**4410**	9309.7	00177878
801	**OC LAND MGMT SERVICE**	V6405473	**4347**	1293	00177075
802	**OCDE**	V6403452	**5210**	150	00177768
803			**5880**	624.44	00177992
804			**7141**	91679.94	00177742
805				278991.43	00177992
806	**OFFICE DEPOT**	V6403421	**4310**	215.39	00177238
807				40.92	00177530
808				1167.53	00177933
809			**4320**	247.78	00177344
810				258.99	00177437
811				74.54	00177530
812				2216.14	00177933
813				86.72	00178036
814			**9320**	1281.47	00177344
815	**OLIVE CREST ACADEMY**	V6410765	**5860**	4291.84	00177689
816	**ORANGE COUNTY BEARING**	V6409966	**4355**	51.72	00177415
817	**ORANGE COUNTY FARM SUPPLY**	V6403455	**4347**	1697.06	00177416
818				11088.57	00177879
819	**ORANGE COUNTY FIRE PROTECTION**	V6403457	**4355**	25	00177417
820			**5610**	157.5	00177531
821	**ORANGE COUNTY HEALTH CARE AGENCY**	V6407003	**5810**	41581	00177418
822	**ORANGE COUNTY PUBLIC SAFETY**	V6411157	**5810**	11400	00177285
823				16650	00177345
824				1200	00177743
825	**ORANGE LEAGUE, THE**	V6404680	**5310**	1750	00177169
826	**ORANGEVIEW JR HIGH SCHOOL**	V6403468	**5810**	250	00177744
827	**ORBACH HUFF SUAREZ AND HENDERSON LLP**	V6408078	**5821**	325	00177584
828	**O'REILLY AUTO PARTS**	V6411401	**4370**	294.02	00177121
829				450.02	00177237
830				126.54	00177477
831				276.45	00177932
832			**4375**	64.52	00177237
833				36.07	00177477
834				407.1	00177932
835			**4376**	355.71	00177121
836				93.68	00177237
837				252.91	00177477
838				670.41	00177932
839			**4385**	1515.66	00177121
840				202.77	00177237
841				105.66	00177477

	B	C	D	F	G
3	**VENDOR NAME**	**VENDOR ID**	**Object**	**AMOUNT**	**CK#**
842	**O'REILLY AUTO PARTS**	V6411401	**4385**	1099.11	00177932
843			**4387**	43.08	00177477
844	**ORIENTAL TRADING COMPANY**	V6403475	**4310**	497.45	00178005
845	**ORVAC ELECTRONICS**	V6403479	**4355**	179.63	00177239
846				329.44	00177346
847				35.45	00177438
848	**PACIFIC AUDIOLOGICS**	V6406874	**5810**	15840	00177240
849				11520	00177419
850				2880	00178037
851	**PAJARO VALLEY IRRIGATION**	V6414450	**4310**	907.86	00177934
852	**PALMER, DONALD**	V6405811	**5220**	87.5	00177122
853				48.91	00177532
854	**PALOMINO, YVETTE**	V6412520	**4310**	1791.48	00177533
855	**PALOS SPORTS**	V6403514	**4310**	1030.17	00177534
856			**4410**	879.28	00177880
857	**PARADIGM HEALTHCARE SERVICES LLC**	V6403536	**5810**	3096.46	00177123
858				1000	00177935
859				2058.49	00178006
860	**PARK, ESTHER**	V6411350	**5220**	121.1	00177478
861	**PARKER AND COVERT LLP**	V6403544	**5821**	1122.14	00177347
862				1624.5	00177815
863	**PARTNERS IN LEARNING PROGRAMS INC**	V6403552	**4310**	7689.04	00177936
864	**PASCO SCIENTIFIC**	V6403556	**4310**	2764.36	00177535
865	**PATINO, REUBEN**	V6403910	**5210**	626.2	00177745
866			**5220**	121.27	00177348
867				88.57	00178038
868	**PATTERSON, COLLEEN R.**	V6412733	**5810**	937.5	00177536
869	**PAVASARS, JOHN**	V6408437	**5220**	107.64	00177124
870				200.66	00177479
871	**PEACOCKS MARCHING WORLD**	V6403608	**4310**	653.18	00177537
872	**PEEQ TECHNOGIES INC.**	V6412838	**4310**	2017.88	00177286
873	**PELICAN AUTO**	V6414406	**5610**	299.85	00177076
874	**PENA, KAREN**	V6414250	**5880**	150	00177170
875	**PENNER PARTITIONS INC**	V6403625	**4355**	307.09	00177077
876				309.02	00177420
877				360.42	00178039
878	**PEST OPTIONS INC**	V6406848	**5610**	1130	00178007
879	**PHOENIX HOUSE ORANGE COUNTY INC.**	V6413639	**5880**	29825.85	00177881
880	**PINEDA'S NURSERY INC**	V6403670	**4347**	623.13	00177349
881				213.14	00177816
882				224.56	00178040
883	**PIPS**	V6407384	**3601**	359506.13	00177585
884			**3602**	119835.37	00177585
885	**PITNEY BOWES**	V6403677	**5610**	295.8	00177241
886				1782.42	00177350
887				3816.71	00177882
888	**PLAY THERAPY SUPPLY LLC**	V6414282	**4310**	61.26	00177883
889	**PLAY VERSUS INC**	V6414428	**5880**	1350	00177937
890	**PLUMBING AND INDUSTRIAL SUPPLY CO INC**	V6412332	**4355**	33.62	00177078
891	**POGGIO, RANDY**	V6411750	**5210**	269.3	00177242
892	**POOL SUPPLY OF ORANGE COUNTY**	V6403700	**4355**	1886.79	00177243
893				8138.23	00177938
894				3634.19	00178008
895	**PORTVIEW PREPARATORY INC.**	V6411850	**5860**	19956.08	00177538
896	**POSITIVE PROMOTIONS INC**	V6403704	**4310**	247.81	00177939
897	**POSTERARO, RACHEL**	V6414208	**5220**	89.51	00177125
898				92.14	00177480
899				79.26	00178092
900	**PRECISION DYNAMICS CORP**	V6409335	**4320**	771.02	00177884
901	**PREFERRED MOBILE MUSIC ENT**	V6414194	**5880**	2418	00177817
902	**PRESENTATION FOLDER INC**	V6403738	**5810**	446.64	00177351
903	**PRESTWICK HOUSE**	V6403742	**4210**	152.53	00177079
904	**PRINGLES DRAPERIES AND BLINDS**	V6405953	**4355**	11226.26	00177287
905	**PRO ED INC.**	V6403756	**4310**	223.72	00177080
906				2181.91	00177690
907	**PRO LINE GYM FLOORS INC.**	V6411031	**5610**	23900	00177885
908	**PROCARE THERAPY**	V6414410	**5810**	5652.5	00177126
909				23868.75	00177421
910				3325	00177655
911				5367.5	00178009
912	**PROFESSIONAL GLASS**	V6413762	**4355**	280.88	00177244
913				1205.36	00177691
914				314.9	00178041
915	**PROJECT LEAD THE WAY INC**	V6410754	**4310**	1131.38	00177422
916				5493.37	00177539
917			**4410**	14378.16	00177539
918	**PROMAXIMA MANUFACTURING LTD**	V6406754	**4410**	1612	00177886
919	**PROSHRED SECURITY**	V6414464	**4320**	125	00178042
920	**PUBLIC AGENCY RISK**	V6414483	**5210**	600	00178043
921	**PURPLEPASS**	V6414107	**5880**	7600	00177540
922	**PYRAMID SCHOOL PRODUCTS**	V6403798	**4310**	2424.5	00177081
923	**QUILL CORP.**	V6403807	**4310**	2175.64	00177541
924				38.45	00177874
925				33.96	00177940

	B	C	D	F	G
3	**VENDOR NAME**	**VENDOR ID**	**Object**	**AMOUNT**	**CK#**
926	**QUILL CORP.**	V6403807	**9320**	2182.69	00177288
927				2349.31	00177940
928	**R AND R CONTRACTORS LLC**	V6413816	**5610**	5200	00177818
929	**RAISE3D TECHNOLOGIES INC.**	V6413993	**4310**	9609.55	00177819
930	**RAMIREZ, MARIA T.**	V6412066	**5220**	53.82	00177245
931				59.09	00177941
932	**RAMIREZ, MICHELLE**	V6414487	**5220**	83.23	00178093
933	**READ NATURALLY**	V6407167	**5880**	690	00177820
934	**REFRIGERATION SUPPLIES DIST.**	V6403873	**4355**	525.39	00177127
935				1828.55	00177289
936				727.26	00177692
937				3434.15	00178010
938				1028.72	00178044
939	**REINDL, SCOTT**	V6409277	**5210**	605.13	00177569
940	**RELIABLE SHEET METAL WORKS**	V6403891	**4355**	1293	00177246
941	**REPUBLIC SERVICES OF SO. CALIFORNIA**	V6410174	**5580**	13741.87	00177656
942	**REVOLVING CASH FUND**	V6405190	**2217**	4949.5	00178046
943			**4382**	119.9	00178045
944			**4410**	1301.62	00177570
945			**5210**	110	00178045
946			**5880**	6642.84	00177570
947				835.09	00178046
948				21750	00178047
949			**5910**	554.88	00177570
950			**8672**	13852	00177570
951			**8699**	1793.4	00177570
952				770.5	00178045
953				715.19	00178046
954			**9510**	2030	00177570
955	**RIDDELL ALL AMERICAN**	V6403939	**5630**	9690.5	00178011
956	**RIVERSIDE INSIGHTS**	V6413468	**4310**	814.34	00177693
957			**4320**	21.29	00177693
958	**ROAD AMERICA INC**	V6403955	**4375**	332.12	00177942
959	**ROCKLER WOODWORKING AND HARDWARE**	V6403987	**4310**	307.06	00177586
960	**ROCKWELL PRINTING INC.**	V6413495	**4410**	688.24	00177542
961	**RODRIGUEZ, YVONNE**	V6405150	**5220**	196.21	00177943
962	**ROGUE FITNESS**	V6412312	**4310**	1323.79	00177439
963			**4410**	2049.5	00177439
964	**ROMERO, ENRIQUE**	V6411625	**4310**	522.03	00178012
965			**5210**	478.27	00177352
966	**ROSEBURROUGH TOOL CO. INC**	V6404014	**4355**	64.21	00177171
967	**ROSSIER PARK SCHOOL**	V6411451	**5860**	98806.03	00177571
968				6062.76	00177587
969				17841.46	00177944
970	**RYAN, CAROLINE TRAN**	V6412711	**5210**	295	00177945
971	**RYLAARSDAM, MICHAEL**	V6408791	**5210**	80.98	00177746
972	**S AND S WORLDWIDE DISCOUNT SPORTS**	V6404052	**4320**	56.35	00177290
973	**S.C. SIGNS AND SUPPLIES LLC**	V6410977	**4355**	593.16	00177247
974				4218.41	00177657
975	**SADDLEBACK EDUCATIONAL INC**	V6404066	**4210**	114.48	00177946
976	**SAFETY KLEEN SYSTEMS INC.**	V6404072	**5610**	397	00177821
977	**SALDIVAR, ROBERT**	V6407767	**5210**	4450	00177947
978	**SCALE FX INC.**	V6411699	**5610**	382.5	00177588
979	**SCHOOL NURSE SUPPLY INC**	V6404166	**4310**	167.96	00177543
980	**SCHOOL SPECIALTY INC**	V6404173	**4310**	2190.73	00177353
981				432.23	00177544
982				1378.9	00177694
983				3696.69	00177948
984			**4320**	99.75	00177353
985				250.52	00177948
986			**9320**	106.88	00177544
987	**SCHORR METALS INC**	V6404179	**4355**	2833.64	00177440
988				612.99	00177949
989				796.05	00178013
990	**SCP DISTRIBUTORS LLC**	V6411554	**4355**	1862.17	00177128
991				412.14	00177695
992			**4410**	1068.23	00177950
993			**5610**	11354.11	00177128
994	**SECUREDOCS INC**	V6414126	**5880**	4800	00177248
995	**SEHI COMPUTER PRODUCTS INC**	V6404221	**4310**	2000.01	00177082
996				812.44	00177249
997				9304.57	00177354
998				32245.78	00177481
999				5556.49	00177696
1000			**4320**	1822.03	00177082
1001			**4410**	1743.84	00177249
1002				80955.62	00177354
1003				2963.13	00177589
1004				8999.28	00177696
1005				39460.94	00177951
1006			**5880**	15934.28	00177082
1007	**SERVICE EXPRESS LLC**	V6414479	**5880**	1128	00178048
1008	**SETON**	V6413423	**5610**	2527.82	00177822
1009	**SHAMROCK SUPPLY CO.**	V6409920	**9320**	358.49	00177697

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3	**VENDOR NAME**	**VENDOR ID**	**Object**	**AMOUNT**	**CK#**
1010	**SHELF MASTER INC.**	V6411484	**4310**	1501.58	00178049
1011	**SHERMAN, MICAH**	V6414207	**5220**	65.23	00177482
1012	**SHERWIN WILLIAMS CO., THE**	V6410919	**4355**	31.32	00177887
1013	**SHIMOGAWA, TERESA**	V6413173	**5210**	955.04	00177952
1014	**SHOW OFF DESIGNS INC.**	V6405794	**4310**	1940.99	00177953
1015	**SIGLER INC., RUSSELL**	V6410420	**4355**	179.43	00177954
1016				503.54	00178050
1017	**SIGN MART PLASTICS PLUS**	V6412529	**5810**	168.78	00177355
1018				2239.94	00177823
1019	**SILVA, AMY**	V6414348	**5220**	25.73	00178094
1020	**SITEONE LANDSCAPE SUPPLY LLC**	V6414074	**4347**	1846.3	00177441
1021	**SNO SITES**	V6413113	**5210**	150	00177172
1022	**SOCALGRAD**	V6411708	**4310**	48.48	00177483
1023				14371.16	00177824
1024			**4320**	1979.91	00177129
1025				96.98	00177250
1026				1673.36	00177291
1027				1100.55	00177356
1028				1430.38	00177423
1029				1567.76	00177483
1030				322.17	00177545
1031				10.78	00177590
1032				5111.37	00177875
1033				6461.65	00177955
1034	**SOCIAL STUDIES SCHOOL SERVICE**	V6404322	**4310**	115.06	00177546
1035	**SOFTCHOICE CORPORATION**	V6413514	**5880**	10697.41	00177357
1036	**SOFTWARE 4 SCHOOLS**	V6410482	**4320**	116.64	00177658
1037	**SOLORZANO, RAYMOND**	V6411140	**5210**	1200.42	00177424
1038	**SONRISE ELECTRIC INC**	V6412124	**5610**	600	00177825
1039				1700	00178051
1040	**SOS ENTERTAINMENT**	V6414309	**5880**	1800	00177956
1041	**SOS SURVIVAL PRODUCTS**	V6404349	**4320**	726.48	00177292
1042				2262.31	00177358
1043	**SOSA, KANDYCE**	V6413144	**5220**	110.21	00177130
1044				102.08	00178095
1045	**SOUTH COAST AIR QUALITY**	V6404356	**5880**	143.88	00177826
1046	**SOUTH JHS ASB**	V6405227	**5810**	335	00177840
1047	**SOUTHEASTERN PERFORMANCE APPAR**	V6404367	**4310**	125	00177547
1048	**SOUTHERN CALIFORNIA EDISON CO.**	V6404370	**5520**	9646.07	00177548
1049				117186.69	00177659
1050	**SOUTHERN COUNTIES LUBRICANTS LLC**	V6414034	**4384**	2573.61	00177957
1051	**SOUTHWEST SCHOOL AND OFFICE SUPPLY**	V6404383	**4310**	3344.86	00177178
1052				6297.9	00177442
1053				1632.28	00177591
1054				1414.42	00178014
1055			**4410**	538.74	00178014
1056			**9320**	3156.49	00177173
1057				5385.48	00177178
1058				2420.88	00177442
1059				4821.56	00178014
1060	**SPEECH AND LANGUAGE**	V6404400	**5860**	44538.87	00177131
1061	**SPENCER, KASEY**	V6407568	**5210**	638.46	00177425
1062	**SPORTS FACILITIES GROUP INC**	V6410318	**4355**	141.91	00178052
1063			**4410**	3352.11	00177426
1064	**STANFORD UNIVERSITY**	V6414441	**5210**	380	00177083
1065	**STAPLES ADVANTAGE**	V6410116	**4310**	3201.85	00177251
1066				480.36	00177549
1067				2598.84	00177592
1068				37.7	00177958
1069			**4320**	851.07	00177251
1070				320.79	00177549
1071				2043.71	00177592
1072				21.31	00177698
1073				326.06	00177876
1074				432.32	00177958
1075			**9320**	898.76	00177251
1076				320.99	00177549
1077				242.52	00177592
1078				1600.56	00177958
1079	**STATE OF CALIFORNIA**	V6404447	**5610**	125	00177827
1080	**STEINBRICK, GAIL**	V6408751	**5220**	168.77	00177132
1081				146.07	00177593
1082	**STEVE WEISS MUSIC**	V6410268	**4310**	300.63	00177427
1083			**4410**	2168.49	00177427
1084	**STUTTERING THERAPY RESOURCES INC**	V6414473	**4310**	1928.67	00178015
1085	**SUPERIOR TEXT**	V6412726	**4150**	2224.1	00177699
1086	**SWEETWATER**	V6409201	**4310**	1165.41	00177700
1087	**SWITZER, MICHAEL**	V6411497	**5210**	615.28	00177747
1088	**T MOBILE**	V6410424	**5918**	1087.8	00177428
1089				29.4	00177429
1090				13175.1	00177430
1091				14262.9	00178141
1092				29.4	00178142
1093	**TAO ROSSINI A PROFESSIONAL**	V6414113	**5821**	8966.2	00177660

	B	C	D	F	G
3	**VENDOR NAME**	**VENDOR ID**	**Object**	**AMOUNT**	**CK#**
1094	**TBWBH PROPS & MEASURES**	V6414391	**5810**	7159.89	00177841
1095	**TEACHERS' CURRICULUM INSTITUTE TCI**	V6404621	**4210**	130.68	00177888
1096	**TEACHER'S DISCOVERY**	V6404620	**4210**	364.85	00177701
1097			**4310**	127.6	00177701
1098	**TEAM SPORTS USA**	V6414470	**4310**	5329.01	00177959
1099	**TEQUIPMENT**	V6414382	**4310**	100.68	00177293
1100	**TFD UNLIMITED LLC**	V6413781	**4310**	812.5	00177594
1101	**TGR LEARNING LAB**	V6414338	**5810**	5230	00177084
1102	**THEATREFOLK LTD.**	V6412578	**5880**	280	00177359
1103	**THERAPY SHOPPE INC.**	V6412004	**4310**	120.95	00177702
1104	**THOMPSON'S BUILDING MAT'L.**	V6404721	**4355**	679.4	00177252
1105	**TIME AND ALARM SYSTEM**	V6404729	**4355**	642.5	00177360
1106	**TOBII DYNAVOX LLC**	V6409679	**4310**	332.18	00177703
1107	**TOOLS FOR SCHOOLS INC.**	V6414006	**5310**	480	00177253
1108	**TORO AIRE INC**	V6408584	**4355**	62.5	00177361
1109	**TOTALLY PROMOTIONAL**	V6411321	**5810**	689.6	00177362
1110				1016.09	00178016
1111	**TRAN, THAO**	V6412446	**5220**	34.81	00177484
1112	**TRAN, TRINH**	V6404788	**5880**	513	00177133
1113	**TRANE US INC**	V6413720	**5210**	5250	00178017
1114	**TRANSLATION EQUIPMENT HQ**	V6413354	**4310**	725	00177595
1115			**4410**	1750	00177595
1116	**TREE OF LIFE NURSERY**	V6414130	**4310**	259.35	00177254
1117	**TRUCK PRO PTO SALES CORPORATION**	V6403784	**4370**	2302.4	00177550
1118			**4375**	170.16	00177550
1119			**4385**	874.49	00177085
1120				163.55	00178018
1121				878.5	00178053
1122	**TRUELINE CONSTRUCTION AND SURFACING**	V6414122	**5610**	101244.16	00177596
1123	**TUPARAN, LUIS**	V6410822	**5220**	191.53	00178096
1124	**TURF STAR INC**	V6404805	**4347**	30.3	00177255
1125			**6490**	105051.12	00177960
1126	**TUXEDO WHOLESALER**	V6412166	**4310**	3277.72	00177748
1127	**U S BANK**	V6406908	**5880**	900	00178054
1128	**U S BANK**	V6406511	**4310**	35833.92	00178143
1129			**4320**	7766.81	00178143
1130			**4347**	4054.59	00178143
1131			**4355**	954.67	00178143
1132			**4390**	272.69	00178143
1133			**4410**	6119.16	00178143
1134			**5210**	887.58	00178143
1135			**5880**	72	00178143
1136	**U S POSTAL SERVICE**	V6404814	**5610**	265	00177363
1137	**ULINE**	V6406546	**4310**	1621.46	00177551
1138				1695.8	00177704
1139			**4320**	468.85	00177704
1140			**4345**	7520.62	00177551
1141			**5610**	422.99	00177889
1142	**UNION AUTO SERVICE CENTER**	V6404840	**4370**	256.34	00177086
1143				452.32	00177256
1144			**5610**	740	00177086
1145				775	00177256
1146	**UNITED FEDERATION OF ESPORTS ATHLETES**	V6414458	**5880**	260	00177552
1147	**UNITED REFRIGERATION INC.**	V6404853	**4355**	33.61	00177294
1148	**UNITED STATES ACADEMIC DECATHLON**	V6404818	**4310**	315	00177295
1149	**UNIVERSITY OF TEXAS**	V6414439	**5210**	550	00177087
1150	**US AIR CONDITIONING DISTRIBUTORS**	V6404317	**4355**	3471.71	00177296
1151	**VAZQUEZ, LIZBETH SEGURA**	V6412067	**5220**	79.85	00177257
1152	**VERNIER SOFTWARE**	V6404919	**4310**	4722.53	00177364
1153				3657.33	00177705
1154	**VERTICAL TRANSPORT INC**	V6413440	**5610**	345	00177258
1155				4320	00177890
1156				580.53	00178055
1157	**VILDOSOLA, PATRICIA**	V6413267	**5220**	154.74	00177485
1158	**VISION COMMUNICATIONS CO.**	V6404955	**4320**	226.28	00177891
1159				85.66	00178019
1160	**VISTA PAINT CORPORATION**	V6404961	**4355**	6035.02	00177486
1161	**VITAL LINK**	V6404963	**5810**	22360.8	00177661
1162	**VOSSKUHLER, KELLIE**	V6402553	**5210**	125	00177828
1163	**VS ATHLETICS INC.**	V6404420	**4310**	6139.14	00177706
1164	**W STRATEGIES LLC**	V6414038	**5810**	5000	00177431
1165	**WAGER, DOUG**	V6401420	**5210**	884.1	00177365
1166	**WALKER JR HIGH SCHOOL**	V6404990	**5810**	305	00178020
1167	**WALTERS WHOLESALE ELECTRIC CO**	V6409053	**4355**	1017.45	00177432
1168				6268.77	00177877
1169	**WARD'S NATURAL SCIENCE EST**	V6404999	**4310**	495.44	00177134
1170				652.49	00177433
1171				147.69	00177707
1172	**WASC**	V6406654	**5880**	820	00177135
1173	**WAXIE SANITARY SUPPLY**	V6405008	**4347**	742.68	00178021
1174	**WEATHERPROOFING TECHNOLOGIES INC**	V6413385	**5610**	1209.22	00177136
1175	**WEINRAUB, ERIKA**	V6414375	**5220**	27.2	00177297
1176				50.43	00177961
1177	**WESTCOR ENVIRONMENTAL INC**	V6412893	**5610**	12097	00177366

	B	C	D	F	G
3	**VENDOR NAME**	**VENDOR ID**	**Object**	**AMOUNT**	**CK#**
1178	**WESTERN INDOOR ENVIRONMENTAL SERVICES**	V6413393	**5810**	2450	00177137
1179	**WESTERN PROPANE SERVICES INC**	V6414407	**5810**	116.96	00177088
1180				251.54	00177259
1181				745.21	00177553
1182				97.01	00177597
1183				820.87	00178022
1184				376.46	00178056
1185	**WOLF, COURTNEY**	V6414457	**5210**	140	00177138
1186	**WOODBURN PRESS**	V6405101	**4320**	760.71	00177829
1187	**XEROX CORPORATION**	V6405129	**5620**	2228.71	00177962
1188				9056.06	00178023
1189	**XEROX FINANCIAL SERVICES LLC**	V6412617	**5620**	266.42	00177662
1190	**YETT, JESSICA**	V6412457	**5210**	653.41	00177572
1191	**YOUTH CARE OF UTAH INC**	V6414051	**5860**	16932	00177434
1192				16932	00177554
1193	**YTV AMERICA**	V6414472	**5880**	7500	00177555
1194	**ZISKO, AMBER**	V6406552	**5220**	35.22	00177139
1195	**ZONAR SYSTEMS INC**	V6412168	**5880**	29773.08	00177367
1196					
1197	**GHATAODE BANNON ARCHITECTS**	V6408656	**6212**	31685	00177598
1198	**TWINING CONSULTING**	V6412575	**6251**	2200	00177089
1199					
1200	**CRISP IMAGING**	V6408990	**6241**	5871.56	00177368
1201			**6274**	1279.04	00177368
1202	**CUMMING CONSTRUCTION MANAGEMENT INC**	V6411922	**6273**	109550	00177369
1203				96936.25	00177599
1204	**DIVISION OF THE STATE ARCHITECT**	V6411414	**6210**	36900	00177174
1205	**ENCORP**	V6409154	**6250**	1360	00177090
1206				580	00177370
1207	**GHATAODE BANNON ARCHITECTS**	V6408656	**6212**	22270	00177600
1208				70727.26	00178024
1209	**HCI SYSTEMS INC**	V6413251	**6276**	315	00177601
1210	**INSPECTION RESOURCES**	V6412038	**6290**	2580	00177602
1211	**JOHNSON FAVARO**	V6412904	**6212**	10715.28	00177603
1212	**KNOWLAND CONSTRUCTION SERVICES LLC**	V6409073	**6291**	14554.4	00177091
1213				18089.04	00178025
1214	**MILLER CONSTRUCTION**	V6414017	**6270**	286123.59	00177830
1215	**ORBACH HUFF SUAREZ AND HENDERSON LLP**	V6408078	**6215**	455	00177604
1216	**P2S ENGINEERING INC**	V6411662	**6212**	394	00177371
1217	**PERKINS EASTMAN ARCHITECTS DCP**	V6412384	**6212**	84061.1	00177605
1218				137184.85	00177663
1219				103034.22	00178144
1220	**REVOLVING CASH FUND**	V6405190	**6222**	1416.62	00178057
1221	**SOCAL FLOW TESTING**	V6413421	**6240**	340	00177372
1222	**THE NAZERIAN GROUP**	V6413902	**6270**	1094566.3	00178026
1223	**TWINING CONSULTING**	V6412575	**6290**	8988.3	00177092
1224	**VITAL INSPECTION SERVICES INC**	V6412251	**6291**	11520	00177606
1225					
1226	**PUBLIC ECONOMICS INC**	V6403787	**5810**	82.15	00177556
1227	**SCHOOL FACILITY CONSULTANTS**	V6404158	**5810**	1066.25	00177607
1228					
1229	**DIVISION OF THE STATE ARCHITECT**	V6411414	**6210**	36900	00177175
1230	**GHATAODE BANNON ARCHITECTS**	V6408656	**6212**	2826.25	00177373
1231	**GIANNELLI ELECTRIC INC.**	V6401857	**6216**	10935.2	00177374
1232				1624	00177573
1233	**KNOWLAND CONSTRUCTION SERVICES LLC**	V6409073	**6291**	3846.52	00177093
1234				1871.28	00178027
1235	**TWINING CONSULTING**	V6412575	**6251**	25257	00177094
1236					
1237	**CUMMING CONSTRUCTION MANAGEMENT INC**	V6411922	**6273**	2900	00177375
1238				3371.25	00177608
1239	**GHATAODE BANNON ARCHITECTS**	V6408656	**6212**	24401.69	00177609
1240	**REVOLVING CASH FUND**	V6405190	**6222**	1681	00178058
1241					
1242	**AUHSD**	V6400400	**5890**	3117.92	00178145
1243	**GATEWAY URGENT CARE CENTER**	V6407482	**5890**	499	00177963
1244					
1245	**AMERICAN FIDELITY ASSURANCE COMPANY**	V6408036	**5450**	9740.83	00177376
1246				9707.95	00177964
1247	**AUHSD**	V6400400	**5891**	599840.52	00177176
1248				574806.55	00177435
1249				438289.33	00177557
1250				447835.39	00177749
1251				619703.52	00177965
1252				847346.08	00178059
1253	**BENEFIT AND RISK MANAGEMENT SERVICES**	V6412889	**5812**	1005	00177377
1254				10740	00178097
1255	**CALIFORNIA SCHOOLS DENTAL COALITION**	V6405368	**5892**	240270	00177436
1256	**DELTA DENTAL INSURANCE COMPANY**	V6411391	**5465**	17011.81	00177378
1257	**EXPRESS SCRIPTS INC.**	V6410974	**5895**	148918.66	00177260
1258				239081.87	00177487
1259				238575.7	00177750
1260				277408.35	00177831
1261				201981.48	00177966

Check Register/Warrants Report
April 26, 2022 - June 6, 2022

	B	C	D	F	G
3	**VENDOR NAME**	**VENDOR ID**	**Object**	**AMOUNT**	**CK#**
1262	**EXPRESS SCRIPTS INC.**	V6410974	**5895**	180669.12	00178098
1263	**GALLAGHER BENEFIT SERVICES INC.**	V6408675	**5812**	13339.67	00177774
1264	**LINCOLN LIFE ASSURANCE COMPANY OF BOSTON**	V6413790	**5462**	15647.91	00177379
1265				15663.19	00177558
1266				15583.52	00177967
1267	**RETIREE FIRST LLC.**	V6413748	**5466**	177100.59	00177751
1268	**REVOLVING CASH FUND**	V6405190	**5499**	379.4	00177574
1269			**8699**	390	00177574
1270	**TRUSTMARK HEALTH BENEFITS INC.**	V6413999	**5812**	415457.33	00177968
1271	**VISION SERVICE PLAN**	V6404956	**5464**	55110.39	00177380
1272				55413.63	00178060
1273					
1274	**GREATER ANAHEIM SELPA**	V6401927	**7500**	356057	00177708
1275				356057	00178099
1276					
1277	**(blank)**	(blank)	**(blank)**	17703800.83	(blank)
1278					
1279				**35407601.66**	

ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
March 2022

School Name	Prior Month Total	Current Month			
		Checking	Petty Cash / Change Fund	Savings	Total
Anaheim	339,705.18	307,767.96	1,000.00	66,672.49	375,440.45
Western	350,524.46	222,276.44	1,275.00	128,657.30	352,208.74
Magnolia	140,542.80	163,275.40	700.00	-	163,975.40
Savanna	93,540.62	103,854.91	500.00	221.39	104,576.30
Loara	260,735.42	208,939.40	800.00	37,592.87	247,332.27
Katella	274,257.52	271,684.34	2,100.00		273,784.34
Kennedy	427,538.41	420,637.06	1,300.00		421,937.06
Cypress	695,702.16	712,284.72	1,700.00		713,984.72
Brookhurst	20,987.46	20,987.46			20,987.46
Orangeview	23,461.14	27,897.32			27,897.32
Walker	104,214.43	91,573.50			91,573.50
Dale	67,719.53	64,061.11	200.00		64,261.11
Sycamore	29,061.94	35,678.78			35,678.78
Ball	15,112.97	18,605.57			18,605.57
South	58,203.76	50,766.39			50,766.39
Oxford	635,094.60	626,426.45	285.00		626,711.45
Lexington	47,810.52	50,766.39			50,766.39
Hope	71,266.64	75,543.75			75,543.75
Gilbert	40,415.66	41,273.91			41,273.91
Cambridge	2,497.80	3,464.61			3,464.61
Total	3,698,393.02	3,517,765.47	9,860.00	233,144.05	3,760,769.52

Anaheim Union High School District

Cafeteria Fund

Financial Statements

March 2022

Balance Sheet

Anaheim Union High School District

03/31/2022

Account Number	Description	
Asset	**Assets**	
CASH		
9120	Cash-Checking	$1,498,169.74
9122	Change Fund	$6,450.00
Total CASH		$1,504,619.74
RECEIVABLE		
9210	A/R - Current	$266.01
9280	A/R - State	$292,716.89
9290	A/R - Federal	$6,767,408.00
Total RECEIVABLE		$7,060,390.90
INVENTORIES		
9321	Food	$280,840.37
9323	Supplies	$226,492.96
Total INVENTORIES		$507,333.33
Total Asset		**$9,072,343.97**
Liability	**Liabilities and Fund Balance**	
LIABILITIES		
9510	A/P - Current	$1,994,602.61
9580	Sales Tax Liability	$2,321.10
9599	Purchases Clearing	$0.00
9650	Deferred Revenue	$175,751.85
Total LIABILITIES		$2,172,675.56
Total Liability		**$2,172,675.56**
Fund Balance	**Liabilities and Fund Balance**	
FUND BALANCE		
9780	Fund Balance: Central Kitchen	$2,799,332.90
9798	Fund Balance	$0.00
Total FUND BALANCE		$2,799,332.90
Total Fund Balance		**$2,799,332.90**
Current Year Profit (Loss)		**$4,100,335.46**
Total Liabilities and Fund Balance		**$9,072,343.92**

Show all data

Statement of Revenue and Expense

Anaheim Union High School District

	Period 9 Ending in 03/31/2022				Period 9 Ending in 03/31/2021			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8635	$59,398.40	2.16 %	$495,954.57	2.47 %	$0.00	0.00 %	$10.15	0.00 %
A La Carte Sales								
8636	$22.25	0.00 %	$236.39	0.00 %	$0.00	0.00 %	$2.78	0.00 %
Adult Rev. - Breakfast								
8637	$400.19	0.01 %	$3,639.99	0.02 %	$0.00	0.00 %	$289.74	0.00 %
Adult Rev. - Lunch								
Local Revenue	**$59,820.84**	**2.18 %**	**$499,830.95**	**2.49 %**	**$0.00**	**0.00 %**	**$302.67**	**0.00 %**
Federal Reimbursements								
8200	$437,238.83	15.90 %	$2,947,269.59	14.68 %	$475,555.30	33.74 %	$3,225,321.10	31.50 %
Fed. Meal Rev.-Breakfast								
8220	$2,083,059.56	75.77 %	$15,448,218.62	76.94 %	$807,631.20	57.30 %	$6,170,043.00	60.26 %
Fed. Meal Rev.-Lunch								
8290	$13,499.00	0.49 %	$107,006.00	0.53 %	$0.00	0.00 %	$0.00	0.00 %
Misc Fed Rev.-Snack								
Federal Reimbursements	**$2,533,797.39**	**92.16 %**	**$18,502,494.21**	**92.15 %**	**$1,283,186.50**	**91.04 %**	**$9,395,364.10**	**91.75 %**
State Reimbursements								
8500	$41,743.29	1.52 %	$291,490.74	1.45 %	$58,282.90	4.13 %	$363,610.22	3.55 %
St. Meal Rev.-Breakfast								
8520	$113,546.72	4.13 %	$790,360.84	3.94 %	$66,172.86	4.69 %	$375,216.58	3.66 %
St. Meal Rev.-Lunch								
State Reimbursements	**$155,290.01**	**5.65 %**	**$1,081,851.58**	**5.39 %**	**$124,455.76**	**8.83 %**	**$738,826.80**	**7.22 %**
Other Revenue								
8638	($274.37)	-0.01 %	($1,272.49)	-0.01 %	$0.00	0.00 %	$39.79	0.00 %
Cash Over & Short								
8699	$568.02	0.02 %	($3,595.37)	-0.02 %	$1,864.00	0.13 %	$105,113.15	1.03 %
Spec Activity/Cater								
Other Revenue	**$293.65**	**0.01 %**	**($4,867.86)**	**-0.02 %**	**$1,864.00**	**0.13 %**	**$105,152.94**	**1.03 %**
Total Revenue	**$2,749,201.89**	**100.00 %**	**$20,079,308.88**	**100.00 %**	**$1,409,506.26**	**100.00 %**	**$10,239,646.51**	**100.00 %**
Expense								
Food Purchases & Govnmt								
4700	$667,795.12	24.29 %	$4,718,167.57	23.50 %	$385,477.68	27.35 %	$2,369,454.19	23.14 %
Food Purchases								
Food Purchases & Govnmt	**$667,795.12**	**24.29 %**	**$4,718,167.57**	**23.50 %**	**$385,477.68**	**27.35 %**	**$2,369,454.19**	**23.14 %**
Supplies								
4300	$11,336.72	0.41 %	$172,899.35	0.86 %	$6,812.09	0.48 %	$89,690.33	0.88 %
Materials & Supplies								
4400	$66,833.79	2.43 %	$111,345.52	0.55 %	$0.00	0.00 %	$59,312.69	0.58 %
Noncapitalized Equipment-Over $500								
4790	$91,305.03	3.32 %	$540,048.23	2.69 %	($23,714.01)	-1.68 %	$51,321.53	0.50 %
Supplies (Food)								
Supplies	**$169,475.54**	**6.16 %**	**$824,293.10**	**4.11 %**	**($16,901.92)**	**-1.20 %**	**$200,324.55**	**1.96 %**
Salaries								
2200	$695,622.17	25.30 %	$5,723,756.55	28.51 %	$640,873.62	45.47 %	$5,623,467.25	54.92 %
Classified Salaries								
2300	$35,956.50	1.31 %	$327,819.27	1.63 %	$36,409.67	2.58 %	$331,465.37	3.24 %
Class.Sup/Admin Salaries								
2400	$44,289.23	1.61 %	$369,941.89	1.84 %	$34,691.75	2.46 %	$309,978.41	3.03 %
Clerical/Office Salaries								
Salaries	**$775,867.90**	**28.22 %**	**$6,421,517.71**	**31.98 %**	**$711,975.04**	**50.51 %**	**$6,264,911.03**	**61.18 %**

Statement of Revenue and Expense

Anaheim Union High School District

	Period 9 Ending in 03/31/2022				Period 9 Ending in 03/31/2021			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Benefits								
3202	$140,637.50	5.12 %	$1,158,888.73	5.77 %	$122,205.34	8.67 %	$1,050,007.96	10.25 %
PERS, Classified Position								
3302	$58,399.46	2.12 %	$484,334.03	2.41 %	$54,387.53	3.86 %	$477,562.83	4.66 %
OASD/MED/Classified Position								
3402	$192,860.04	7.02 %	$1,720,045.72	8.57 %	$193,129.81	13.70 %	$1,774,485.93	17.33 %
Hlth/Welfare, Classified								
3502	$3,926.96	0.14 %	$33,114.15	0.16 %	$360.94	0.03 %	$3,127.38	0.03 %
SUI, Classified Position								
3602	$19,897.50	0.72 %	$163,661.38	0.82 %	$19,065.81	1.35 %	$165,305.43	1.61 %
Workers Comp, Classified								
3702	$0.00	0.00 %	$0.00	0.00 %	$0.00	0.00 %	$645.63	0.01 %
Retire. Benefits, Classified								
Benefits	**$415,721.46**	**15.12 %**	**$3,560,044.01**	**17.73 %**	**$389,149.43**	**27.61 %**	**$3,471,135.16**	**33.90 %**
Other Expenses								
5200	$1,222.64	0.04 %	$7,739.91	0.04 %	$613.09	0.04 %	$4,693.57	0.05 %
Travel & Conference								
5500	$9,873.75	0.36 %	$188,421.28	0.94 %	$9,477.50	0.67 %	$60,812.61	0.59 %
Operation & Housekeeping								
5600	$3,126.13	0.11 %	$58,723.22	0.29 %	$2,963.13	0.21 %	$35,451.64	0.35 %
Rental/Lease/Repair								
5800	$151,173.96	5.50 %	$192,349.61	0.96 %	$186.75	0.01 %	$171,756.25	1.68 %
Prof. Consult Service/Other Operating Exp								
5900	$1,348.77	0.05 %	$1,590.32	0.01 %	$196.59	0.01 %	$19,162.84	0.19 %
Fax, Pager, Postage								
Other Expenses	**$166,745.25**	**6.07 %**	**$448,824.34**	**2.24 %**	**$13,437.06**	**0.95 %**	**$291,876.91**	**2.85 %**
Capital Outlay								
6500	$0.00	0.00 %	$6,126.69	0.03 %	$0.00	0.00 %	$25,048.48	0.24 %
Equipment- Over $5000								
Capital Outlay	**$0.00**	**0.00 %**	**$6,126.69**	**0.03 %**	**$0.00**	**0.00 %**	**$25,048.48**	**0.24 %**
Total Expense	**$2,195,605.27**	**79.86 %**	**$15,978,973.42**	**79.58 %**	**$1,483,137.29**	**105.22 %**	**$12,622,750.32**	**123.27 %**
Net Profit (Loss)	**$553,596.62**	**20.14 %**	**$4,100,335.46**	**20.42 %**	**($73,631.03)**	**-5.22 %**	**($2,383,103.81)**	**-23.27 %**

Show all data

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2021/2022 MONTHLY ENROLLMENT REPORT

Month 9

04/04/22 to 04/29/22

SCHOOL	REGULAR DAY 9th	10th	11th	12th	Subtotal	Hosp/Hm		SP ED	TOTAL STUDENTS
Anaheim	680	709	638	564	2,591	-		179	2,770
Cypress	694	660	710	636	2,700	3		81	2,784
Katella	619	620	566	597	2,402	3		176	2,581
Kennedy	520	512	477	518	2,027	2		75	2,104
Loara	378	403	355	395	1,531	-		114	1,645
Magnolia	406	411	275	348	1,440	-		137	1,577
Oxford	223	214	191	193	821	-		-	821
Savanna	427	448	361	325	1,561	3		89	1,653
Western	410	434	368	360	1,572	2		95	1,669
Total Comprehensive	**4,357**	**4,411**	**3,941**	**3,936**	**16,645**	**13**		**946**	**17,604**
Anahiem Independent Learning Center	-	3	29	121	153	-		-	153
Cambridge Virtual Academy	29	39	33	21	122	-		-	122
Gilbert High School	-	2	290	143	435	2		127	564
Katella Satellite Independent Study	20	30	48	27	125	-		-	125
Kennedy Satellite Independent Study	19	30	50	25	124	-		-	124
Nonpublic School	-	-	-	-	-	-		29	29
Polaris High School	30	38	34	34	136	-		-	136
Special Education Transition Program	-	-	-	-	-	-		168	168
Western Independent Learning Center	2	8	43	52	105	-		-	105
Total Alternative Ed	**100**	**150**	**527**	**423**	**1,200**	**2**		**324**	**1,526**
Hope	-	-	-	-	-	-		245	245
Total Senior High Schools	**4,457**	**4,561**	**4,468**	**4,359**	**17,845**	**15**		**1,515**	**19,375**

SCHOOL	REGULAR DAY 7th	8th	Subtotal	Hosp/Hm		SP ED			TOTAL STUDENTS
Ball	379	399	778	1		46			825
Brookhurst	357	418	775	-		50			825
Dale	455	490	945	-		38			983
Lexington	565	582	1,147	2		36			1,185
Orangeview	373	371	744	-		35			779
Oxford	235	222	457	1		-			458
South	614	651	1,265	1		63			1,329
Sycamore	632	610	1,242	1		71			1,314
Walker	424	454	878	-		36			914
Total Comprehensive	**4,034**	**4,197**	**8,231**	**6**		**375**			**8,612**
Cambridge Virtual Academy	30	62	92	-		-			92
Nonpublic School	-	-	-	-		10			10
Polaris High School	33	59	92	-		4			96
Total Alternative Ed	**63**	**121**	**184**	**-**		**14**			**198**
Total Junior High Schools	**4,097**	**4,318**	**8,415**	**6**		**389**			**8,810**

DISTRICT TOTAL	**28,185**

EXHIBIT DDD

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2021/2022 MONTHLY ENROLLMENT REPORT

GROWTH vs. DECLINE - MONTH to MONTH COMPARISON
Month 9

HIGH SCHOOL	Month 8	Month 9	Growth v. (Decline)
Anaheim	2,771	2,770	(1)
Cypress	2,789	2,784	(5)
Katella	2,587	2,581	(6)
Kennedy	2,102	2,104	2
Loara	1,648	1,645	(3)
Magnolia	1,582	1,577	(5)
Oxford	822	821	(1)
Savanna	1,650	1,653	3
Western	1,663	1,669	6
Total Senior High	**17,614**	**17,604**	**(10)**

JUNIOR HIGH SCHOOL	Month 8	Month 9	Growth v. (Decline)
Ball	822	825	3
Brookhurst	827	825	(2)
Dale	976	983	7
Lexington	1,186	1,185	(1)
Orangeview	777	779	2
Oxford	458	458	-
South	1,328	1,329	1
Sycamore	1,319	1,314	(5)
Walker	914	914	-
Total Junior High	**8,607**	**8,612**	**5**

Total Comprehensive Schools	**26,221**	**26,216**	**(5)**

Alternative Education	Month 8	Month 9	Growth v. (Decline)
Anaheim Independent Learning Center	149	153	4
Cambridge Virtual Academy	217	214	(3)
Gilbert High School	565	564	(1)
Hope School	246	245	(1)
Katella Satellite Independent Study	135	125	(10)
Kennedy Satellite Independent Study	136	124	(12)
Nonpublic School	39	39	-
Polaris High School	233	232	(1)
Special Education Transition Program	167	168	1
Western Independent Learning Center	105	105	-
Total Alternative Ed.	**1,992**	**1,969**	**(23)**
District Total	**28,213**	**28,185**	**(28)**

UNLIMITED YOU

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 NORTH CRESCENT WAY - ANAHEIM, CA - 92801
(714) 999-3628 fax: (714) 635-5801
SPECIAL YOUTH SERVICES

EXHIBIT EEE

Contract to Provide

Independent Psycho-Educational Evaluation

[redacted] the educational rights holder of [redacted] requested that the Anaheim Union High School District fund an independent psycho-educational evaluation and has requested that the District contract with Dr. Robin Morris. for the evaluation. The District has agreed to fund the evaluation pursuant to the Greater Anaheim SELPA IEE Policy and contract with Dr. Morris to complete the evaluation under the following terms and conditions:

1. The District agrees to fund a psycho-educational evaluation to be conducted by Dr. Morris at a total cost not to exceed Five Thousand Two Hundred Dollars ($5,200).

2. In exchange for the total amount not to exceed $5,200, Dr. Morris agrees to the following:
   a. Perform a psycho-educational 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. Morris agrees to the following:

   a. Will consult and collaborate with District assessment personnel.

   b. Provide the District the written report at least 5 business days prior to any IEP meeting scheduled to review the evaluation.

   c. Provide the District a copy of all protocols used in the evaluation. The protocols shall be provided with the written report.

   d. 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.

   e. 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 evaluation and agreed to by the IEP team will not be implemented by Dr. Morris.

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. Morris 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. Morris or her directors, officers, agents, employees, volunteers or guests arising from Dr. Morris' 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. Morris and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by the District or its directors, officers, agents, employees, volunteers were 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 signature pages appended together shall be deemed a fully executed Agreement.

11. This Agreement may be executed by fax signature such that a fax signature acts as an original.

The Parties hereto have approved this Agreement.

Dated: 5/4/2022 By: _____
Robin Morris, Psy.D, L.M.F.T.

Anaheim Union High School District

Dated: 6/17/22 By: [redacted]
Dr. Jaron Fried
Assistant Superintendent, Ed. Division

NORTH ORANGE COUNTY ROP

JOINT POWERS AGREEMENT

In consideration of the mutual covenants hereinafter set forth, that certain JOINT POWERS AGREEMENT entered into by and between the ANAHEIM UNION HIGH SCHOOL DISTRICT, the BREA OLINDA UNIFIED SCHOOL DISTRICT, the FULLERTON JOINT UNION HIGH SCHOOL DISTRICT, the PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT and the LOS ALAMITOS UNIFIED SCHOOL DISTRICT to establish a Regional Occupational Program in the North Orange County Region comprising the same geographic area as said school districts hereby their JOINT POWERS AGREEMENT effective July 1, 2022, as follows:

WITNESSETH:

WHEREAS, it is to the mutual benefit of the school districts participating herein and in the best interest of the public for said participating school districts to establish a Joint Powers Agreement to accomplish the purpose hereinafter set forth; and

WHEREAS, due to the results of the survey specified in the Section 52302 of the Education Code of California, the school districts participating herein have determined that there is a need to broaden career technical education in said North Orange County Region and for a Regional Occupational Program and instructional facilities to be made available therein; and

WHEREAS, the development, organization, and implementation of such a program is of such magnitude that it is necessary for the participating school districts to join together in this Joint Powers Agreement in order to accomplish the purpose hereinafter set forth; and

WHEREAS, the school districts participating in this Joint Powers Agreement are legally authorized under Sections 52300 et seq. of the Education Code of California to perform the functions relative to career technical education hereinafter set forth; and

WHEREAS, in enacting said statutes the California Legislature recognized that career technical education programs might achieve great flexibility of planning, scope, and operation by the conduct of such programs in a variety of physical facilities at various training locations; and

WHEREAS, it was the further intent of the California Legislature that Regional Occupational Programs provide career technical education instruction related to the attainment of skills so that trainees are prepared for gainful employment in the area for which training was provided, or are upgraded, so they have the higher level skills required because of new and changing technologies or so they are prepared for enrollment in more advanced training programs;

NOW, THEREFORE, the parties mutually agree as follows:

1. EFFECT AND TERM OF AGREEMENT: This Joint Powers Agreement shall become effective and binding upon the five participating school districts. All previous agreements between the parties shall be canceled and superseded by this Joint Powers Agreement upon execution hereof by the duly authorized representatives of each of said school districts and approval hereof by the Orange County Superintendent of Schools and the State Board of Education. This Agreement shall continue in effect until terminated as hereinafter provided.

   Additional school districts may enter into this Agreement as participants subject to approval and conditions agreed upon by the requesting school district, the participating school districts, and approved by the Orange County Superintendent of Schools, and the State Board of Education.

2. ESTABLISHMENT AND NAME OF PROGRAM: A separate joint powers entity is hereby established and is named and shall hereafter be known as the NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM, herein referred to as the "PROGRAM."

3. PURPOSE OF PROGRAM: The purpose of the PROGRAM, acting under the governance of its Board of Trustees, shall be to determine the career technical education needs of the participating school districts and to develop and maintain a Regional Occupational Program to serve those needs.

4. BOARD OF TRUSTEES: The PROGRAM conducted under this Agreement shall be governed by a Board of Trustees, hereinafter referred to as the "Board." The Board shall consist of seven members, including one duly designated representative of each of the unified school districts participating in the Agreement and two duly designated representatives of each of the union high school districts participating in this Agreement. The Board shall be responsible to the participating school districts for program development, policy formulation, and program implementation to meet the career technical education needs of said school districts.

   (a) Officers of the Board: The Board, at its initial and subsequent organizational meetings, shall elect from its membership a President and a Vice President/Clerk who shall serve for concurrent terms of one year or until the election of their successors. The Superintendent of the PROGRAM shall be the Secretary of the Board.

(b) Term of Office: Each member of the Board shall serve for a term of four years, except as hereinafter provided. A member of the Board may be appointed to serve successive terms.

The terms of office of members of the Board shall be staggered. The three-four year terms which commenced on April 1, 1975, shall have successive four-year terms commencing in December 1979. The three two-year terms which commenced on April 1, 1975, shall have subsequent four-year terms expiring in December 1981, with successive four-year terms thereafter.

The first term of office of the member of the Board from the LOS ALAMITOS UNIFIED SCHOOL DISTRICT shall commence on July 1, 1980, and expire in December 1983, with successive four-year terms thereafter.

Interim vacancies on the Board shall be filled by the appropriate school district for the balance of the unexpired terms. In the event, legislation is enacted changing the month of the year during which school districts shall hold their annual organizational meetings, the terms of office of all members of the Board shall be extended to the newly-designated month of the following year.

(c) Statement of Facts: As provided in Section 53051 of the Government Code of California from time-to-time the Board shall file a required Statement of Facts with the Secretary of State and with the Orange County Clerk.

(d) Meetings: An organizational meeting of the Board will be held each year during the same month as the annual organizational meetings of the participating school districts, but subsequent thereto. At the organizational meeting, the Board shall adopt a calendar of its regular meetings for the ensuing year. The hour, time and place of such regular meetings shall be fixed by the Board.

The Board shall hold special meetings when deemed necessary.

All meetings of the Board shall be called, held, and conducted in accordance with the terms and provisions of, The Ralph M. Brown Act, Chapter 9 (Sections 54950 et seq.) of the Government Code of California, as amended, or in such manner not inconsistent therewith as may be determined by the Board from time-to-time.

Except as otherwise provided or permitted by law, all meetings of the Board shall be open and public. The Board shall cause minutes of its public meetings to be kept and shall promptly transmit to the governing board of each of the participating school districts true and correct copies of the minutes of such meetings.

(e) Quorum: Four or more members of the Board shall constitute a quorum for the conduct or transaction of business of the Board.

(f) No action of the Board shall be valid unless a majority of the Board members constituting all of the membership of the governing board concur therein by their votes.

(g) Alternates: Each of the five participating school districts shall designate an alternate representative of the district for each regular representative who is duly designated by it to serve as a member of the Board. Such designation shall be filed in writing in the office of the Secretary of the Board. If any such regular representative is absent from any meeting or meetings of the Board, the designated alternate for such absent representative may attend such meeting or meetings and during same shall have the same rights, duties and privileges as the absent representative of such district would have if present, except that such alternate shall not then succeed to any office on the Board, which such absent representative then holds.

5. SUPERINTENDENT

   (a) Responsibilities: The Superintendent of the PROGRAM shall be employed by the Board and shall be responsible to the Board for the development and operation of the PROGRAM in accordance with Board policies and all applicable laws, rules, and regulations.
   (b) The Superintendent will be responsible for adhering to the Professional Governance Standards as delineated in Board Policy 2412 (a).

6. POWERS OF THE PROGRAM: Subject to the restrictions set forth in this Agreement or otherwise imposed by the participating school districts or by law, the PROGRAM shall have the following powers: To make and enter contracts, to employ agents and employees, to acquire, construct, manage, maintain, use, and operate any building, works or improvement, and to acquire, hold, lease or dispose of real and personal property.

7. OPERATION OF SPECIFIC PROGRAMS: The Board shall adopt specific programs to carry out the functions set forth in Sections 52300 et seq. of the Education Code of California as amended from time to time.

   As provided in Section 52305 of the Education Code of California, specific programs may be established pursuant to Section 52301 of said code to provide day, including Saturday and Sunday, and evening full-time and part-time career technical education programs for minors and adults, the year around. Career technical training programs may include the establishment and operation of a sheltered workshop. The PROGRAM may also establish and operate such business, commercial, trade, manufacturing, or construction activities as will best serve the aims and purposes of career technical education. Such activities may include the sale of products or services to private or public corporations or companies, or to the general public.

   The PROGRAM may establish and operate, fee-based, career technical education programs to adult students and other out of district high school students.

8. PUPIL TRANSPORTATION: The Board may provide transportation for pupils assigned to or enrolled in the PROGRAM.

9. FISCAL DUTIES AND RESPONSIBILITIES: The Orange County Department of Education is designated as the depositary and custodian of all monies of the PROGRAM.

   Any and all expenditures of such money shall be authorized by the Board.

   The Board shall exercise authority to incur obligations in excess of the funds which are appropriated annually for use by the PROGRAM in accordance with AB 1200.

   The Board shall make an annual fiscal report to each participating school district, accounting for all PROGRAM receipts and disbursements. Such report shall be made within 100 days after the end of each fiscal year.

   (a) Budget: The Board shall adopt a budget for each fiscal year which is prepared in accordance with the applicable provision of the Education Code of California. The proposed budget shall be prepared under the direction of the Superintendent of the PROGRAM in cooperation with

the participating school districts. Such budget shall reflect the career technical education needs of the participating school districts as determined by the Board.

(b) Operating Funds from Participating School Districts: The PROGRAM (in an amount as determined by Appendix A), shall receive annual operating funds from each of the participating districts class periods offered zero through seventh periods at the participating school district school site.

Beginning in the 2019-2020 school year, any funded COLA increase applied to the district's base grant shall also be applied to the PROGRAM'S section costs or such greater amount as all of the participating school districts may agree to provide for the operation of the PROGRAM from time to time.

In the event of any major funding changes (including deficits, deferrals, or funding reductions) the parties agree to meet and review the impact to the JPA and to the districts to determine if changes to the agreement should be made.

Notification of class section reductions shall be made and provided in writing to the PROGRAM by February 15, preceding the fiscal year the reductions will be implemented. All districts will be notified of changes to the section count of each district by March 15.

(c) Audit: The Board shall require the books and accounts of the PROGRAM to be audited at least annually in the manner provided by law.

(d) Employee Bonding: The Board may require each employee of the PROGRAM, whose duty it is to handle funds of the PROGRAM, to be bonded under a suitable bond indemnifying the PROGRAM against loss. Such bond may be a name schedule bond, schedule position bond, or blanket bond, and shall be in such amount and type as the Board shall consider necessary and desirable. The Board shall pay from the funds of the PROGRAM the cost of the premium necessary to provide the bond.

(e) Other Funding: The Board shall have the authority to contract for funds for the PROGRAM to be used in any manner consistent with the purposes and provisions of this Agreement. As provided by law, the Board shall have the power and authority to receive, accept and utilize all funds and property, whether from private or public agencies.

(f) Contributions: The Board shall have the authority to accept and utilize personal services offered by individuals, organizations or agencies, including any participating school district, and to accept and utilize property, real, personal or mixed, offered by any individuals, organizations, or agencies, including any participating school district. Such authority shall be exercised in a manner which is consistent with law and the purposes and provisions of this Agreement.

10. LIABILITY INSURANCE: The PROGRAM shall provide necessary insurance to provide coverage in accordance with State law in regards to liability. Notwithstanding the provisions of Education Code section 51769, it shall be the responsibility of the PROGRAM, rather than the Districts, to provide Workers' Compensation insurance coverage to students who are receiving community classroom and internship training through the PROGRAM.

The Districts shall, at their own expense, carry sufficient insurance to ensure against liabilities, errors, and omissions arising out of its performance. The Districts shall, at its own expense, obtain and maintain in force during the term of this Agreement the following insurance: (1) a policy of comprehensive single-limit general liability insurance, insuring the District and the other Participating Districts against claims and liabilities arising out of District's performance of this Agreement, (2) a policy of automobile insurance covering any owned, non-owned, leased, or hired automotive equipment used by the District or its employees in connection with District's performance of this Agreement, (3) a policy of public officials errors and omissions insurance, and (4) a policy of pollution liability insurance. The minimum coverage for all insurance shall be not less than three million dollars ($3,000,000) Combined Single Limit and at least as broad as the Insurance Service Office (ISO) Forms (CG 00 01 and CA 00 01) for bodily injury, death and property damage as a result of any one occurrence and a three million dollars ($3,000,000) general aggregate policy (to be adjusted upward as deemed appropriate). That insurance shall name Participating Districts, their employees, trustees, and agents, as additional insureds. The District shall provide a certificate of insurance, including an endorsement that names all of the Participating Districts as additional insureds, to each Participating District, upon execution of this Agreement and upon request of any of the Participating Districts during the term of this Agreement, evidencing this coverage in a form satisfactory to the Participating Districts. Liability insurance shall continue throughout the term of this Agreement.

The District shall ensure that appropriate and adequate Workers' Compensation insurance covering all persons employed by the District or engaged in the performance of this Agreement is in effect at all times during the term of this Agreement, and shall comply with all provisions of law applicable to District with respect to obtaining and maintaining Workers' Compensation insurance. Prior to the commencement and any renewal of this Agreement, or of any Workers' Compensation insurance policy, and upon the request of any of the Participating Districts, District shall provide the Participating Districts, as evidence of this required coverage, a certificate of insurance in a form satisfactory to the Participating Districts, providing that coverage shall not be canceled or reduced without thirty (30) days prior written notice to the Participating Districts.

The District shall provide endorsements requiring each insurer to provide each of the Participating Districts thirty days prior written, a notice of cancellation, alteration or reduction in coverage. All insurance of the District shall be primary, and any insurance policy or self-insurance procured by the Participating Districts be secondary. All District insurance policies shall contain a cross liability endorsement. The Participating Districts shall have the right to reassess and increase the policy limits for all insurance every three years. All SIRs and/or deductibles shall be disclosed to all Participating Districts. All insurance shall be with carriers approved by the Participating Districts. At least thirty (30) days prior to the expiration of each insurance certificate, and every subsequent certificate, District shall deliver to the Participating Districts a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described in this Liability and Indemnity Section.

11. HOLD HARMLESS: The PROGRAM shall defend, indemnify, save and hold harmless the districts, its officers, directors, and employees from and against all obligations, claims or liabilities of any kind, including costs and attorneys' fees that may arise out of any negligent or intentional

acts or omissions of any agent or employee of the PROGRAM. This shall include any acts of sexual abuse alleged against any agent or employee of the PROGRAM.

Each member district shall defend, indemnify, save, and hold harmless the PROGRAM, its officers, directors, and employees from and against all obligations, claims or liabilities of any kind, including costs and attorneys' fees that may arise out of any negligent or intentional acts or omissions of any agent or employee of the district. This shall include any acts of sexual abuse alleged against any agent or employee of the district.

12. WITHDRAWAL OF PARTICIPATING SCHOOL DISTRICT: Upon written notice (of not less than one year) given to all other participating school districts prior to the close of any fiscal year, any participating school district may withdraw from its status as a participant of the PROGRAM as of the end of the subsequent fiscal year in which such notice is given. A withdrawing school district will incur no liability for any obligation incurred by the PROGRAM after the date of submission of its notice of withdrawal, provided that such withdrawal is completed by the end of such fiscal year. No such notice of withdrawal may be revoked after submission without the consent of all other participating school districts.

    In the event that a participating school district withdraws from this PROGRAM and desires to retain any personal property owned by the PROGRAM and located within the geographical area of the withdrawing school district, such district shall first reimburse the PROGRAM in an amount equal to the then reasonable value of such personal property as determined by the Board, subject to such offset or adjustment, if any, as shall be determined the Board to be the fair and reasonable value of the withdrawing school district's contributed share of the acquisition cost to the PROGRAM of such personal property.

    A withdrawing district shall not be entitled to any reimbursement for, nor shall it retain any interest in real property to which the ROP has a title.

13. DISSOLUTION OF PROGRAM:

    (a) Distribution of Property: In the event of the dissolution of the PROGRAM, or the complete rescission or other final termination of the Agreement by all participating school districts, any and all surplus property remaining in the PROGRAM under control of the Board following a discharge of all the obligations of the PROGRAM, shall be distributed in kind to the school districts then participating in the PROGRAM. Such surplus property shall be apportioned among such school districts on the basis of the then fair market value of such property and in proportion to the net pro rata contributions made to the PROGRAM by each such school district that is a member at the date of resolution.

    (b) Arbitration: Distribution on the foregoing basis shall be made as said school districts shall agree, or, if they do not agree, by an arbitrator to be appointed by the Orange County Superintendent of Schools. The expenses and compensation of such arbitrator shall be shared equally by the school districts participating in the arbitration. Each such school district shall pay the expenses and compensation of any witnesses it calls.

    (c) Winding Up: The addition or withdrawal of one or more school districts as participants in the PROGRAM shall not cause and shall not be deemed to be a dissolution of the PROGRAM

or termination of this Agreement. The power and authority of the Board shall continue until a termination of this Agreement and the winding up of the affairs of the PROGRAM.

14. SEVERABILITY: Should any portion, term, condition, or provision of this Agreement be determined by any court of the competent jurisdiction to be illegal or in conflict with any law of the State of California or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

APPROVALS:

_____	6/17/22	6/16/22
Signature	Date	Date of Board Approval

Jaron Fried Ed,D.
ASSISTANT SUPERINTENDENT, ED. DIVISION
ANAHEIM UNION HIGH SCHOOL DISTRICT

_____	_____	_____
Signature	Date	Date of Board Approval

Dana Lynch
SUPERINTENDENT
NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM

Joint Powers Agreement – Appendix A

North Orange County Regional Occupational Program
Operating and Funding Agreement for the 2022-2023 School Year

ANAHEIM UNION HIGH SCHOOL DISTRICT

Maximum Number of Sections	Projected Total Number of Sections[1]	Cost per Section[2]	Projected Total Annual Cost for District	Projected Monthly Invoice Amount for District
256	255.8	$28,000	$7,162,400	$716,240

[1] Projected Total Number of Sections is based on allocation from the 2021-2022 school year, unless reductions were requested in writing prior to February 15, 2022.

[2] Cost Per Section is based upon the 2021-2022 per section cost increased by the 6.56% COLA planning factor from the School Services Dart Board; however, the actual cost will be determined by the funded COLA to the DISTRICT's base grant. Calculations are current as of May 31, 2022.

THE DISTRICT:

1. Requests for additional sections must be in writing and authorized by the Superintendent or designee of the District and include budget verification by the Chief Business Officer.
2. Requests for additional instructional sections should be provided in writing to the Assistant Superintendent of Educational Services, Mr. Dana Lynch (dlynch@nocrop.us).
3. As noted in Section 9 (b) of the JPA, notification of total class section reductions by the DISTRICT shall be made and provided in writing to the PROGRAM by **February 15th**, proceeding the fiscal year the reductions will be implemented.

THE PROGRAM:

1. The PROGRAM Educational Services Division will provide a Section Count document each semester. The document will reflect the breakdown of PROGRAM sections by pathway and instructor for each campus.
2. The PROGRAM shall be responsible for invoicing the DISTRICT ten (10) equal monthly amounts, September through June.
3. A final version of the Appendix A document will be updated by the PROGRAM and provided to the DISTRICT by **May 30th** of each year.

BOTH THE DISTRICT AND THE PROGRAM:

1. A change in the type of program offered by the PROGRAM to the DISTRICT may be made at any time, with the written approval from the Educational Services Assistant Superintendents, from both the DISTRICT and the PROGRAM.
2. In the case of a new instructional program, or an existing program that requires a significant upgrade financial investment, the DISTRICT and the PROGRAM will determine what additional one-time and/or ongoing funding is required.
3. A periodic review of the per section cost funding model by the Chief Business Officers for the JPA member DISTRICTS and the PROGRAM is recommended every three (3) years. The next scheduled review is **November 2022** or sooner.

The multi-year projection reflected in the table below is for planning purposes and includes the Funded COLA increases as projected by the School Services Dart Board for the 2022-2023 Governor's Proposed Budget.

School Year	Projected Total Number of Sections	COLA Planning Factor	Cost Per Section	Total Projected Annual District Cost	Monthly Projected District Invoice Amount
2023-2024	*255.8*	*5.38%*	*$29,506*	*$7,547,634.80*	*$754,763*
2024-2025	*255.8*	*4.02%*	*$30,692*	*$7,851,013.60*	*$785,101*

Memorandum of Understanding

Between North Orange County Regional Occupational Program and Anaheim Union High School District

Career Technical Education Incentive Grant (CTEIG) Administered by the California Department of Education Career and College Transition Division

This memorandum of understanding (MOU) sets forth the terms of agreement between the North Orange County Regional Occupational Program (hereafter *NOCROP*) and the Anaheim Union High School District (hereafter *District*), with regards to participation in the Career Technical Education Incentive Grant (hereafter *CTEIG*) Program administered by the California Department of Education, Career and College Transition Division.

I. Background

The *CTEIG* Program is established as a state education, economic, and workforce development initiative with the goal of providing pupils in kindergarten through grade twelve, inclusive, with the knowledge and skills necessary to transition to employment and postsecondary education. The purpose of this program is to encourage and maintain the delivery of career technical education (CTE) programs per Education Code (EC) sections 53070–53076.4.

II. Purpose of the Agreement

It is the purpose of this agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the responsibilities of the parties as related to the implementation of the *CTEIG* Program.

III. Duration of Agreement

The term of this agreement shall be from July 1, 2021 through and including December 31, 2023 unless modified or terminated in writing. Termination can be exercised by either party thirty (30) days following written notice.

IV. Responsibilities

In consideration of the shared goals associated with this agreement, and in recognition of the benefit to be derived from the effective implementation of the program, the parties agree that their responsibilities under this agreement shall be as follows:

A. *District* shall allocate the sum of 1020 average daily attendance (ADA) of pupils for the *NOCROP* consortium *CTEIG* application, based on the second principal reporting period for 2019-20 for grades 7–12. The sum of the ADA for each of the constituent entities will be used for applicants applying as part of a consortium and for regional occupational centers or programs (ROCPs).

B. *NOCROP* shall provide a proportional dollar-for-dollar match for any funding received from the *CTEIG* Program as follows: for the funding term 2021-22, $2.00 for every $1.00 received from this program. *NOCROP* may claim indirect costs incurred based on the approved state rate.

C. Both *District* and *NOCROP* are required to encourage and maintain high-quality CTE programs meeting all of the following high-quality CTE program criteria:

1. Offer high-quality curriculum and instruction aligned with the California CTE Model Curriculum Standards, including, but not limited to, providing a coherent sequence of CTE courses that enable pupils to transition to post-secondary education programs that lead to a career pathway or attain employment upon graduation from high school
2. Provide pupils with quality career exploration and guidance
3. Provide pupils support services, including counseling and leadership development
4. Provide for system alignment, coherence, and articulation, including ongoing and structural regional or local partnerships with post-secondary educational institutions, with documented formal written agreements
5. Form ongoing and meaningful industry and labor partnerships, evidenced by written agreements and through participation on advisory committees and collaboration with business and labor organizations to provide opportunities for pupils to gain access to pre-apprenticeships, internships, industry certifications, and work-based learning (WBL) opportunities for industry to provide input to the CTE programs and curriculum
6. Provide opportunities for pupils to participate in after-school, extended day, and out-of-school internships, competitions, leadership development opportunities, career and technical student organizations (CTSOs), and other WBL opportunities
7. Reflect regional or local labor market demands, and focus on current or emerging high-skill, high-wage, or high-demand occupations, and is informed by the regional plan of the local Strong Workforce Program Consortium
8. Lead to an industry-recognized credential or certificate, or appropriate post-secondary education or training, employment, or a post-secondary degree
9. Staffed by skilled teachers (CTE credentialed teachers) or faculty, and provide professional development opportunities for those teachers or faculty members
10. Provide opportunities for pupils who are individuals with exceptional needs to participate in all programs

11. Report data to the State Superintendent of Public Instruction, no later than November 1 of each fiscal year (FY) to allow for an evaluation of the program. Each applicant will be required to complete the High-Quality CTE Program Evaluation for their CTE programs which addresses the first ten (10) of the eleven (11) criteria above. Based on the results of the evaluation, applicants will be asked to submit a year-long plan that is aligned to the areas of need identified within the evaluation.

V. Reporting Requirements

A. Grantees will be required to complete both a narrative progress report and a fiscal progress report which addresses their high-quality CTE plan for which they were awarded funds. The grantee must provide evidence of attainment of the plan or detailed explanations for not meeting any of the planned activities or expenditures. These first reports will be due January 31, 2022. The second reports will be due January 31, 2023. Failure to make progress in meeting the planned activities and expenditures will result in a recommendation to the State Board of Education (SBE) that the Local Education Agency (LEA) not receive funding in the next grant cycle and/or the requirement that the LEA remit all or part of the grant funds awarded.

At the end of each grant term awardees will be expected to generate the following deliverables:

B. Data aligned with the quality indicators described in the California State Plan for CTE and by the Perkins IV or its successor. The data to be reported includes all of the following:

i. The high school cohort graduation rate as collected through California Longitudinal Pupil Achievement Data System (CALPADS)
ii. The number of pupils completing CTE coursework as collected through CALPADS (data must be entered into the CALPADS by July 31 for each grant term)
iii. The number of pupils meeting academic and career-readiness standards as defined in the College/Career Indicator associated with the California School Dashboard as determined by the College Career Indicator Office
iv. The number of pupils obtaining an industry-recognized credential, certificate, license, or other measure of technical skill attainment as collected by local survey
v. The number of former pupils employed and the types of businesses in which they are employed as collected by local survey
vi. The number of formal pupils enrolled in any of the following: a post-secondary educational institution; a state apprenticeship program; a form of job training other than a state apprenticeship program as collected by local survey.

C. An end-of-year narrative report which addresses the success of the high-quality CTE plan for which *CTEIG* funds were awarded. The grantee must provide evidence of plan completion or detailed explanations for not meeting any of the planned activities or expenditures.

D. An end-of-year fiscal expenditure claims report including matching funds and their sources. This final report must be submitted to the CDE by January 31, 2024.

VI. Additional Provisions

1. This agreement is entered into by the duly authorized officials of each respective party.
2. It is understood by both parties that each will fulfill its responsibility under the MOU in accordance with the provisions of law and regulations that govern their activities.
3. Nothing in this agreement is intended to negate or otherwise render ineffective any previous agreements.
4. If at any time either party is unable to complete their responsibilities under this agreement, the affected party shall immediately provide written notice to the other party to establish a date for mutual termination of the agreement.
5. This MOU constitutes the entire agreement hereto with respect to the subject matter.
6. No amendment, modification or alteration in the terms of the MOU shall be binding on either party unless submitted in writing.
7. This MOU may be amended by the mutual written consent of the parties.

As evidenced by the following authorized signatures, each party agrees to the conditions set forth in this MOU:

Anaheim Union High School District

Name/Title: Dr. Jaron Fried

Authorized Signature: _____ Date: 6/17/22

North Orange County Regional Occupational Program

Name/Title: Mr. Dana N. Lynch, Assistant Superintendent, Educational Services

Authorized Signature: _____ Date: April 13, 2022

SCHOOL HEALTH CORPORATION DBA FOCUSED FITNESS LLC
WELNET SERVICE AGREEMENT

This WELNET Service Agreement ("**Agreement**") is effective on August 1, 2022 ("**Effective Date**") and is made by and between Focused Fitness, LLC, a Washington limited liability corporation and a division of School Health Corporation, with its principal place of business at 2406 S. Dishman-Mica Rd., Ste. 4, Spokane Valley, WA 99206 ("**Focused Fitness**") and Anaheim Union High School District, a School Client, with its principal place of business at 501 N. Crescent Way, Anaheim, CA 92801-3520 ("**Client**").

1. **Definitions.**

1.1 **"Administrator(s)"** means those Users who are granted expanded access to the Services, including without limitation the ability to import data into the Services.

1.2 "**Services**" mean the online services to be provided hereunder, as described in Attachment A or as otherwise agreed in a writing signed by the parties, including any modifications, bug fixes, improvements, or enhancements included by Focused Fitness as part of the Services during the term of this Agreement.

1.3 "**Focused Fitness Site**" means the collection of web pages containing a common base URL of www.focusedfitness.org that is delivered over the Internet.

1.4 **"WELNET site"** means the collection of web pages containing a common base URL of www.focuesdfitness.org/welnet that is delivered over the Internet.

1.5 "**User"** or "**Users**" means those students (if any), staff and teachers within the Client's school Client and/or school who are authorized by Client to access the Services, and includes Administrators.

2. **Services.**

2.1 General. Focused Fitness agrees to provide Users with the Services pursuant to the terms and conditions set forth in this Agreement. In the event that either party desires to make changes to Attachment A or to this Agreement during the term of this Agreement, such party shall so notify the other party, and both parties shall agree in writing on such changes and on necessary adjustments, if any, to the other terms of this Agreement that are required to accommodate such changes.

2.2 Non Exclusivity. Focused Fitness hereby grants to Client a non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this agreement. Nothing herein shall prevent Focused Fitness from marketing or selling any goods or services to any prospective customer.

2.3 Service Levels/User Support. Focused Fitness will provide the Services and User support in accordance with the service levels set forth in Attachment C.

3. **Consideration.**

3.1 General. Client will pay Focused Fitness for the Services pursuant to the "**Payment Schedule**" set forth in Attachment B.

3.2 Payment Terms. Client will pay all Focused Fitness invoices within thirty (30) days of the invoice date.

3.3 Taxes. Amounts stated under Section 3.1 do not include applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind which may be levied in connection with the transactions covered hereby regardless of whether the same are separately stated by Focused Fitness. Such taxes are the responsibility of Client whether or not added to applicable invoices by Focused Fitness. Client may provide to Focused Fitness an exemption certificate in a form acceptable to Focused Fitness and to the relevant taxing authority, in which case Focused Fitness shall not withhold the taxes covered by such certificate following its receipt by Focused Fitness and during the period that such certificate is in effect, provided that Client shall remain liable for any such taxes that are the subject of such certificate and shall indemnify and hold Focused Fitness harmless therefrom.

4. **Publicity.**

4.1 Trademark License. Subject to the terms of this Agreement, each party grants to the other party a royalty-free, non-exclusive, non-transferable, personal license to use the Licensed Mark only on materials generated and delivered as a component of the Services and/or on either party's websites, during the Term, according to the terms and conditions in this Agreement and any other trademark guidelines in effect at the time of use as communicated by each party to the other party. Such Licensed Marks may be used solely in connection with the marketing and provision of the Services, including without limitation for purposes of advertising the identity of Focused Fitness' existing and/or past customers. **"Licensed Mark**" means those marks identified in Attachment D to this Agreement.

4.2 Communication to Users. Except as set forth in the Services to be provided to Client under this Agreement, Client will be responsible for communicating to Users regarding availability of the Services for access by Users.

5. **Data.** Client agrees that Focused Fitness will collect certain data and information (collectively "**Data**") relating to Client and Users in connection with this Agreement. In addition to those rights granted under Section 4.1 of this Agreement, Focused Fitness may use such Data for the following purposes:

(i) Aggregated Data. Client agrees that Focused Fitness may aggregate any and all combinations of Data collected by it under this Agreement such that the Data no longer contains any personally identifiable information of any User (**"Aggregated Data"**). All Aggregated Data is the property of Focused Fitness, and Client agrees that Focused Fitness may use such Aggregated Data for any purpose, including without limitation in publications and marketing materials.

(ii) Personally Identifiable Information of Users. All personally identifiable information of Users ("**User PII**") is Confidential Information of Client as described in Section 7 of this Agreement. Notwithstanding that Section 7, Client hereby grants to Focused Fitness a non-exclusive, royalty-free limited right and license to use such User PII to create the Aggregated Data described in Section 5(i) of this Agreement.

(iii) Security Measures. Focused Fitness will protect the Hosting Environment, the Web Site, User Information, and transmission of data by between the Web Site and Users (collectively the **"Protected Services"**) using the highest industry standard procedures and technologies. Without limitation to the foregoing sentence, at a minimum, Focused Fitness will implement the following measures:

(a) At all times during the Term, Focused Fitness will protect the Protected Services by using industry standard intrusion detection technology, and monitor the Protected Services using trained Internet security specialists.

(b) Focused Fitness will protect the Protected Services with a firewall that is configured with an intrusion detection system that monitors the Internet segment and can immediately shut down ports that are being attacked.

(c) Focused Fitness will generate logs and review logs to determine unauthorized activities relating to the Protected Services every ten (10) days.

(d) All physical access to the Protected Services will be restricted to authorized employees of Focused Fitness who have a need to for such access to carry out their duties, and are under an obligation to treat the Protected Services as confidential and to comply with Focused Fitness's obligations under this Agreement.

(e) All Internet access to the Protected Services must be accomplished via SSL (Secure Socket Layer) Version 3 or a successor version thereto, which must provide an encrypted session over the Internet.

6. **Client's Responsibilities.**

6.1 System Requirements. The Services are made available over the Internet. To access the Services, Users must have: (i) a suitable Internet connection, and (ii) access to a computer that meets the minimum hardware and software requirements specified by Focused Fitness from time to time on the Focused Fitness Site. Client acknowledges that it is responsible for ensuring that Users can comply with the System Requirements. Client, and not Focused Fitness, is responsible for User support with respect to the User's Internet connection, computer hardware, computer software or personal email accounts.

6.2 Passwords. Users obtain access to the Services through the usage of passwords. Users must comply with Focused Fitness's policies and procedures, as communicated from time to time to Client on the Focused Fitness Site, relating to the issuance, protection and administration of such passwords. Client will ensure that Users comply with any such requirements. Client, and not Focused Fitness, is responsible for any damages and/or disclosure of information, including without limitation User PII, that results from any User's misuse of a password and/or the Services, including without limitation such User's failure to adequately protect the secrecy of the password and/or access to the Services.

6.3 Parental Consent. Client, and not Focused Fitness, is responsible for obtaining any and all necessary parental consent for any student Users to access and use Services.

6.4 User Requirements. All Users of Services must comply with any Focused Fitness terms of use and/or privacy policy in effect as published on the Focused Fitness Site ("**Terms of Use"**). Focused Fitness reserves the right to suspend or discontinue a User from accessing Services at any time if the User violates the Terms of Use. Client is responsible for (i) ensuring that Users are aware of Focused Fitness's Terms of Use, (ii) working in good faith to ensure that Users comply with the Terms of Use, and (iii) notifying Focused Fitness of any activity by Users in violation of the Terms of Use.

6.5 Surveys. Client agrees to cooperate with Focused Fitness and permit Focused Fitness to conduct user satisfaction surveys of Users, at Focused Fitness's expense.

6.6 Access Limited to Users. Client will not resell the Services or provide access to the Services to any third parties who are not Users.

6.7 All Rights Reserved. The Services provide access to certain content owned or licensed by Focused Fitness and protected by national and international copyright and trademark laws. Except for the rights expressly granted in Section 2, Focused Fitness expressly reserves all right, title, and interest in and to the Services and Client agrees that Focused Fitness does not, directly or by implication, by estoppel or otherwise, grant any other rights or licenses to Client under this Agreement. Client will not remove or alter any trademark or other proprietary notice in or on any Services.

7. **Confidential Information.** Each party agrees that during the term of this Agreement, and for two (2) years thereafter, it will not disclose to any third party any Confidential Information of the other party, except as expressly authorized herein. The term "Confidential Information" means all nonpublic information that a party designates as confidential at the time of the disclosure or that, based on the nature of the information or circumstances surrounding its disclosure, the receiving party should in good faith treat as confidential. Confidential Information includes, without limitation, information relating to unreleased offerings. Confidential Information does not include information that: (i) was generally known to the public at the time disclosed by the Disclosing Party; (ii) became generally known to the public other than through a breach of this Agreement by the receiving party after the time of disclosure to the receiving party by the disclosing party; (iii) was in the receiving party's possession free of any obligation of confidentiality at the time of disclosure to the receiving party by the disclosing party; (iv) was rightfully received by the receiving party from a third party that was free of any obligation of confidentiality after disclosure by the disclosing party to the receiving party; or (v) was independently developed by the receiving party without reference to or use of Confidential Information disclosed by the disclosing party.

8. **Feedback.** Either party may from time to time provide suggestions, comments or other feedback ("**Feedback**") to the other party with respect to Confidential Information disclosed to it by the other party. Both parties agree that notwithstanding anything to the contrary in this Agreement, all Feedback is and shall be entirely voluntary and shall not, absent separate written agreement, constitute Confidential Information or create any confidentiality obligation for the receiving party. Each party shall be free to use, implement and disclose such Feedback as it sees fit, entirely without obligation of any kind to the other party, with the sole exception that the party receiving Feedback will not disclose that the other party provided such Feedback except with prior written consent.

9. **Representations and Warranties.** Each party hereby represents and warrants that (i) this Agreement has been duly and validly executed and delivered by such party and constitutes a legal and binding obligation of such party, enforceable against such party in accordance with its terms; (ii) such party has all necessary power and authority to execute and perform in accordance with this Agreement; (iii) it will comply with all applicable laws in the performance of its obligations under this Agreement, in particular with any federal and state rules regarding student records, privacy, and the commercial use of student information, including but not limited to the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act of 1996; and (iv) such party's execution, delivery and performance of this Agreement will not conflict with or violate any provision of law, rule or regulation to which such party is subject, or any agreement or other obligation directly or indirectly applicable to such party or binding upon its assets.

10. **Indemnity.**

10.1 Duty to Indemnify. Each party will indemnify, defend, and hold the other party and its officers, employees, consultants and agents harmless from any and all third party claims, demands, costs, liabilities, losses, expenses and damages (including attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with any claim resulting from any breach or alleged breach of the indemnifying party's representations, warranties and covenants set forth in Section 9 of this Agreement.

10.2 Process. With respect to any third party claims for which one party ("**Indemnifying Party**") is obligated to defend and indemnify the other party ("**Indemnified Party**") under Section 10.1, the following procedures apply: The Indemnified Party will permit the Indemnifying Party, through counsel chosen by the Indemnifying Party and reasonably acceptable to the Indemnified Party, to answer and defend the claim. The Indemnifying Party will permit the Indemnified Party to participate in its own defense with its own counsel at its own expense. If the Indemnified Party elects to participate in its own defense, the Indemnifying Party agrees to consider in good faith the views of the Indemnified Party and its counsel and to keep the Indemnified Party and its counsel reasonably informed of the progress of the defense, litigation, arbitration, or settlement discussions relating to the claims. The Indemnifying Party will not settle any claims against the Indemnified Party except with Indemnified Party's prior written permission, which permission will not be unreasonably withheld or delayed. The Indemnifying Party is not responsible for any settlement made by the Indemnified Party without the Indemnifying Party's written permission. If the Indemnified Party and Indemnifying Party agree to settle a claim, the Indemnifying Party will not publicize the settlement without first obtaining the Indemnified Party's written permission.

11. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 8 ABOVE, ALL SERVICES PROVIDED BY FOCUSED FITNESS HEREUNDER ARE PROVIDED "AS IS" AND FOCUSED FITNESS DISCLAIMS ALL WARRANTIES AND DUTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND DUTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE, WORKMANLIKE EFFORT, RESULTS, LACK OF NEGLIGENCE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS, TITLE, QUIET ENJOYMENT OR NON-INFRINGEMENT.

12. **LIMITATION OF LIABILITY & EXCLUSION OF CERTAIN DAMAGES.**

12.1 EXCLUSION OF CERTAIN DAMAGES. EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 7 OR OBLIGATIONS UNDER SECTION 10, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 LIMITATION ON LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, FOCUSED FITNESS'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY RECEIVED BY FOCUSED FITNESS UNDER THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OR THE CAUSE OF ACTION OR ALLEGED BASIS OF THE CLAIM, AND EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY FAIL OF THEIR ESSENTIAL PURPOSE.

13. **Term, Termination, and Renewal**

13.1 Term. This Agreement will be effective as of the Effective Date, and will continue in effect until 1 year after the Effective Date ("**Initial Term**").

13.2 Termination For Cause**.** Either party may suspend performance or terminate this Agreement immediately upon written notice to the other party at any time if the other party is in material breach of any provision of this Agreement and has failed to cure that breach within thirty (30) days after receipt of written notice thereof. Without limiting the foregoing, Focused Fitness may suspend performance or terminate this Agreement immediately upon written notice to Client if Client is sixty (60) days overdue on any payment due to Focused Fitness under this Agreement.

13.3 Effect of Expiration/Termination. Upon the expiration or termination of this Agreement Client will pay all amounts due to Focused Fitness up to the date of expiration/termination. The following Sections will survive the expiration or termination of this Agreement:

14. **Non-Discrimination Statement**

14.1 Focused Fitness assures the School Client that its agency complies with all state and federal guidelines and/or regulations and does not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, marital status, age, veteran status, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX of the Education Amendments of 1972, as amended.

15. **Miscellaneous.**

15.1 Relationship of parties. Client and Focused Fitness are independent with respect to one another, and nothing in this Agreement will be interpreted to create any agency, joint venture, employment or partnership relationship.

15.2 Force Majeure. For a reasonable time period, each party will be excused from delay or failure in performance due to causes beyond such party's reasonable control including without limitation, acts of God, government action, regulations, riots, wars, floods, and/or earthquakes.

15.3 Notices. Any notice provided for in this Agreement must be given in a non-electronic record by registered or certified U.S. mail as designated below, return receipt requested, postage paid. It will be effective on the day it is mailed to the following address designated by each party.

	Focused Fitness Contact Person	**Contact Person**
Name	Ron Malm	MJ Cooke
Title	President	District Intramural Sports Director Physical Education Specialist AIME Program Director
Organization	Focused Fitness, LLC	Anaheim Union HS District
Address	2426 S. Dishman Mica Rd	501 N. Crescent Way
City, State, Zip	Spokane, WA 99206	Anaheim, CA 92801-3520
Phone	509 327-3181 Ext.7984	(714) 999-5641
Email	ron@focusedfitness.org	cooke_m@auhsd.us

15.4 Assignment. Neither party will assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the immediately preceding sentence, either party may assign this Agreement without the other party's prior written consent as part of a merger, or a sale or transfer of a majority of the assigning party's assets. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and permitted assignees.

15.5 Waiver. No waiver of any provision of this Agreement will be effective unless it is in a signed writing, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

15.6 Governing Law; Venue. This Agreement will be governed by and construed under the laws of the State of Washington (except to the extent federal law is controlling on the subject matter), without regard to its conflict of laws provisions. All disputes brought by either party arising under this Agreement will be brought in a court of competent jurisdiction in Spokane County, Washington, as permitted by law, and each party hereby submits to the exclusive jurisdiction and venue in such courts. Client waives all defenses of lack of personal jurisdiction and forum nonconveniens. Process may be served on either party in the manner authorized by applicable law or court rule.

15.7 Attorney's Fees. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including attorneys' fees.

15.8 Severability. If any term of this Agreement is found by a court of competent jurisdiction to be in whole or in part unenforceable, then the remainder of this Agreement shall continue in effect so long as the Agreement still expresses the intent of the parties. If the intent of the parties cannot be preserved, this Agreement shall be null and void.

15.9 No Third Party Beneficiaries. This Agreement is for the benefit of, and shall be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement.

15.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, oral or written. Changes, modifications or waivers to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, Focused Fitness and Client agree to the terms and conditions set forth in this Agreement.

Focused Fitness Inc.(a division of School Health Corporation)

By: _____
Print Name: Ron Malm
Title: President
Date: 4/21/2022

Anaheim Union High School District

By: _____
Print Name: Dr. Jaron Fried
Title: Assistant Superintendent
Date: June 17, 2022

ATTACHMENT A

Services

The **WELNET Software Program** is an easy to use, customizable, web-based software application that simplifies the process of gathering student academic, fitness and health data, printing individual and group reports and can be accessed from any internet enabled computer. Student access allows for the entering of academic assessments and behavioral logs to include: activity, nutrition, hydration, mileage and sleep. An evaluation component is included that allows Clients to analyze teacher, student and workshop survey information. WELNET is curriculum based, allows students to create an electronic portfolio and is aligned with the Five for Life Program.

WELNET FEATURES:

- Web-based software allows users to input fitness, behavioral and cognitive data at any workstation with internet capabilities
- Software management system for fitness, health and cognitive data
- Application allows for a coordinated school fitness and health approach between administrators, physical educators, health educators, classroom teachers, nurses and parents
- Password protected login to ensure safety of data
- User friendly import feature for entering students' demographical information
- One step process for data extraction
- Class lists are automatically generated
- **Fitness Measurements**
    - Application allows for 100% fitness measurement customization
        - Ability to choose unlimited fitness measurements items
        - Selection of standards that accompany measurements
        - Modifications can be made at any time to class sessions, student information, fitness measurements, standards and more
    - Ability to customize fitness reports to include specific information related to fitness and health measurements
    - Generates fitness and health profiles for each student and tracks progress over time
    - Multiple reports provide summary information to instructors and administrators that includes; number of participants measured, demographical information and fitness and health scores compared to health standards
    - Automatic calculation of BMI, fat-free mass and healthy ranges for blood pressure
- **Behavioral Inventories**
    - Student access to activity, nutrition, hydration and sleep logs
    - Multiple reports provide summary information to instructors and administrators that includes; number of participants, behavioral information and behavioral information compared to standards
- **Cognitive Assessments**
    - Student access to complete any assessment located in the Five for Life Program K-12
    - Multiple reports provide summary information to instructors and administrators that includes; number of participants assessed and total scores achieved compared to possible scores
- **LMS Integration (eKadence)**
    - Teachers embed WELNET® assignments into eKadence
    - Students access WELNET® assignments in eKadence (fitness goals, Fitness Plan, SMART Goals, behavior logs, and cognitive assessments)
    - Multiple reports provide summary information to instructors and administrators

Hardware Requirements:

- Desktop, Laptop or Tablet Computer with internet access
- Web Browser (Internet Explorer Recommended)
- Printer

ATTACHMENT B

Payment Schedule

Anaheim Union High School District, will pay Focused Fitness (a division of School Health Corporation) for Services according to the following "**Payment Schedule**":

Initial Term

$22,500.00 – (Paid on previous contract- not due at this time) WELNET Software: This fee includes 3 years of hosting, yearly or more frequent uploads of student data, hosting and backup, all upgrades and modifications and unlimited technical support.

Grant billing, including the WELNET fee for the Initial Term, will be solely based on the Services Contract. There will be no separate billing for WELNET during the Initial Term.

Initial Term –October 1, 2010 – September 31, 2013

Renewal Term

$1,500 – WELNET Software: This yearly fee includes: yearly or more frequent uploads of student data, hosting and backup, all upgrades and modifications and up to 3 hours of technical support. Additional technical support will be billed at a rate of $125/hour.

Renewal Term – August 1, 2022-July 31, 2023

ATTACHMENT C

Service Levels

Focused Fitness (a division of School Health Corporation) will use commercially reasonable efforts to ensure that WELNET is available and capable of forwarding IP packets 99.99% of the time, as averaged over a calendar month.

Focused Fitness and Client will collaborate to resolve any software-related functionality issues. Focused Fitness will use commercially reasonable efforts to assist Client in resolving any such issues within 72 hours of receipt of written notice from Client. Client's written notice shall specify the nature of the problem and the steps taken by Client to investigate or otherwise remedy the problem.

ATTACHMENT D

Licensed Marks





AGREEMENT NUMBER: 10001012

2022-2023
INTERNET ACCESS AGREEMENT
ANAHEIM UNION HIGH SCHOOL DISTRICT

This Internet Access Agreement is hereby entered into this 1st day of July, 2022, 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, 2022, and ending on June 30, 2023, 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 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.

5.0 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.

6.0 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.

7.0 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.

8.0 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.

9.0 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.

10.0 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.

11.0 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. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

12.0 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

13.0 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.

14.0 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.

15.0 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: Patricia McCaughey Authorized Signature
PRINTED NAME: Dr. Jaron Fried	PRINTED NAME: Patricia McCaughey
TITLE: Assistant Superintendent, Ed. Division	TITLE: Administrator
DATE: 6/17/22	DATE: April 12, 2022

Anaheim UHSD-Internet Access(10001012)2022-2023
Zip5

EXHIBIT JJJ

Renewal Contract for Existing Clients
Web Hosting Services
12-09-2021

Anaheim UHSD (CA)

Web Hosting - 23 Site(s)

Making Information Technology Work for You

Cyberschool Web Hosting Platform

Web Hosting 2022-23 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, 2022 and Terminating June 30, 2023.**

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
Annual Recurring Web Hosting & Maintenance	**23**	**$14,300.00**
	Total Annual Cost	**$14,300.00**

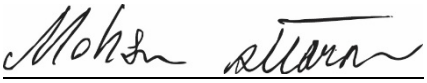
Agreed Upon Billing Method

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 1 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	
12-09-2021	
Date	
	_____ 6/17/22
	Authorized Signature Date
	Print Name: Dr. Jaron Fried

THIS AGREEMENT SUPERSEDES THE AGREEMENT SIGNED ON APRIL 7, 2022

Agreement Number: 10000989

ANAHEIM UNION HIGH SCHOOL DISTRICT
NETWORK SUPPORT AND CYBER SECURITY SERVICES

This AGREEMENT is hereby entered into this 1st day of July, 2022, 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 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 such persons are specially trained and experienced and competent to perform the special services required; and

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 10gbps 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, 2022, and ending on June 30, 2023, 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)

8. Technical Support/Professional Services (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 minimum 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.

5.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT the sum of Twenty-one thousand six hundred dollars ($21,600.00) 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. $8,000.00 Cyber Security Services

3. $9,000.00 Upgraded 40GBPS Connectivity

Total Fees: $21,600.00

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. 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.

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 400.15. 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.

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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: Administrator
DATE: 6/17/22	DATE: June 15, 2022

Anaheim UHSD-Network Support-Cyber Security Services(10000989)2022-2023RV Zip5

ORDER FORM

Lucid Software Inc.

10355 S Jordan Gateway #150
South Jordan, Utah 84095
Phone: (844) 465-8243

Order Form For: **Anaheim Union High School District**
Offer valid until: 5/22/2022
Proposed by: Vanessa Cicero
Quote Number: Q-183518

Address Information

Bill To:

Anaheim Union High School District
501 N Crescent Way
Anaheim, California 92801-5401
United States

Billing Contact:

Erik Greenwood
greenwood@auhsd.us
+17149993511

Terms and Conditions

Payment Method: Manual Invoice
Payment Terms: Net 30

Order Start Date: 7/1/2022
Billing Frequency: Annual

Services	Start Date Renewal	End Date Renewal	Quantity Renewal	Price Per Unit Renewal	Amount
K12 Lucid for Education Suite	7/1/2022	6/30/2023	1	USD 14,500.00	USD 14,500.00
				TOTAL:	USD 14,500.00

Wire Transfer Information:
Bank Name: Silicon Valley Bank
Account Number: 3300998940
Routing Number: 121140399
International SWIFT code: SVBKUS6S
Account Holder: Lucid Software Inc.

*If this Order Form is executed and/or returned to Lucid by Customer after the Order Start Date above, Lucid may adjust the Order Start Date, without increasing the Total Price, based on the date Lucid activates the products and provided that the total term length does not change.
**Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

Legal Notice

Unless otherwise agreed to in a writing signed by both parties, the Customer accepts and agrees to the Lucid Terms of Service found at https://lucid.co/tos and the other terms stated in this Order Form (the "Agreement") by signing this Order Form or providing payment to Lucid pursuant to these payment terms. Additional products or subscriptions added during the subscription term stated herein and future renewals will be subject to the same Agreement. Descriptions of what is included in Lucid's Professional Services offerings and certain of Lucid’s SaaS products are available at https://www.lucidchart.com/pages/product-service-descriptions.

Screencastify

Quote number: 157903
Quote created: May 6, 2022
Quote expires: Jun 5, 2022

Prepared for:
Erik Greenwood
Anaheim Union High School District
greenwood@auhsd.us

Prepared by:
Screencastify, LLC
P.O. Box 734530
Chicago, IL 60673-4530
caroline.tell@screencastify.com

Quantity	Product	Price
1	600 Teacher Licenses and 8400 Student Licenses	$31,944

Subscription subtotal:	$31,944
Discount:	($7,986)
Annual subscription total:	**$23,958**
Total due:	**$23,958**

Notes

Google promotion discount reflected.

The Fine Print

The Services provided under this Order are subject to Screencastify's Master Terms and Conditions located at https://screencastify.com/msa, which are incorporated herein by reference. The pricing in this quote is valid until the Expiry Date listed above. All pricing is in US Dollars. Screencastify will invoice you for the amounts shown in this quote after receiving payment or a purchase order. If you are paying with a purchase order please have your purchasing department email a signed PO referencing this quote to the email above. Offline payments are accepted for orders of $250 or more. Access to purchased products will be unlocked upon receipt of the signed PO.

weVideo for Schools 5/6/2022 9:45:04 quote number: WVS1128033 page 1 of 2

price quote/proposal

Date: 5/6/2022
Quote Expires: 7/15/2022

remit payment to

WeVideo Inc.
1975 W. El Camino Real - Suite 202
Mountain View, CA 94040
Fax: 408-819-9441
650-800-3403
ar@wevideo.com
po@wevideo.com

customer information:

Anaheim UHSD (CA)
Erik Greenwood
IT
greenwood@auhsd.us

WeVideo Contact:
Greg Gardner
greg@wevideo.com

Notes:
expiry date: 6/30/2022

Quantity	Product/Description	Unit Base Price	Unit Extended Price	Discount	Line Total
5000 users	WeVideo for Schools Annual Subscription, multi-user license	$9.97	$2.9546	70.36%	$14,772.96
		(price per user)	*(price per user)*		
25000 GB	Storage Capacity: 5 GB storage per user (aggregated)				included
300000 min/mo.	Export Capacity: 1 hr. publish time per user/per mo. (aggregated)				included
5,000	Chrome Screen Recording Extension	$350	$750 per site	100%	included
	Professional Development Options (teacher/tech training, onsite, online, etc.)				none selected
0	Professional Development, 60 minutes, live online, Cohort of 20	$350	0		$0
5,000	Mobile App access for iOS and Android devices, all users	$2.99	included	100%	~~$14,950.00~~
				Subtotal	$14,772.96
	Prices are stated exclusive of all taxes. Add sales tax to your purchase order, or provide note of exemption. ***TAX:***				
	Quote is valid for terms as stated above and below				
	All prices in United States Dollars ($)			**Total**	$14,772.96

SECTION I - term length and subscription term discount options (CHECK ONE):

[ ] Purchase 12 months/1 year subscription for 5000 users - rate of: **$14,772.96**

[ ] Purchase 24 months/2 year subscription for 5000 users - **PREPAY** **$25,114.03** and save 15% on license*

[ ] Purchase 36 months/3 year subscription for 5000 users - **PREPAY** **$35,455.11** and save 20% on license*

**if pre-paying for multi-year license, please take amount above, then add any additional PD or optional items back into total. Or, contact your sales manger.*

SECTION II - is a purchase order required to send an invoice to Anaheim UHSD (CA) (CHECK ONE):

[ ] Yes, a school/district PO is required to invoice our school or district

[ ] No, this signed quote is sufficient to invoice my school (invoice provides information for credit card payment)

SECTION III - professional services

Yes, we are interested in professional development. Please add to your PO - or ask your sales manager to add to quote

[ ] Professional Development, full day, on site **- $3000**

[ ] Professional Development, two day, on site - **$5500**

[ ] Professional Development, 60 minutes, live online, Cohort of 20 - **$350** each

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sale 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. 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.

price quote/proposal page 2 of 2

school/district Anaheim UHSD (CA)

contact Erik Greenwood

WeVideo contact: Greg Gardner greg@wevideo.com

ar@wevideo.com
sales@wevideo.com
Fax: 408-819-9441
1975 West El Camino Real Suite 202
Mountain View, CA 94040
Ph: 650-800-3403

Quote Expires: 7/15/2022

SECTION IV - 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 **Name** (who will log-in/manage the WeVideo account): Erik Greenwood

Admin/owner **Email**: greenwood@auhsd.us

Job title/role: Chief Technology Officer

Phone Number: 714999-4003

BILLING INFORMATION

Accounts Payable Contact: _____

Accounts Payable Email: _____

PROPOSAL ACCEPTANCE
School or district purchase approver

Signature: _____

Date: _____

Print Name: _____

Print Title: _____

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign 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.

Dr. Jaron Fried	Assistant Supt. Ed. Division		6/17/22
Print name	***Title***	***Authorized Signature***	***Date***

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EXHIBIT OOO

ORDER FORM

QUOTE # Q-202758
DATE 4/8/2022
EXPIRATION DATE 7/30/2022

Bill To
Anaheim Union High School District (CA)
PO Box 3520
Anaheim, California 92801
United States

Ship To
Erik Greenwood
Anaheim Union High School District (CA)
501 N Crescent Way
Anaheim, California 92801-5401
United States
(714) 999-3765
greenwood@auhsd.us

GoGuardian
Liminex, Inc. dba GoGuardian
2030 E Maple Avenue
El Segundo, California 90245
United States

Thank you for your interest in GoGuardian's 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**") and Edulastic (formally - Snapwiz, Inc. doing business as Edulastic, "**Edulastic**") and the organization listed below ("**School**," "**you**" or "**your**"), and together with the Liminex Product Terms of Service and End User License Agreement available Here for Liminex and Here for Pear Deck, and Here for Edulastic. 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.

1 Year 28,200 Licenses

PART #	DESCRIPTION	Start Date	End Date	Extended
GG-TCR1Y-010000	GoGuardian Teacher	7/1/2022	6/30/2023	$83,754.00
			1 Year TOTAL (USD):	$83,754.00

1 Year 28,200 Licenses

PART #	DESCRIPTION	Start Date	End Date	Extended
GG-PRD1Y-010000	Pear Deck Subscription	7/1/2022	6/30/2023	$53,650.00
			1 Year TOTAL (USD):	$53,650.00

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**."

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 Organization is responsible for all taxes and duties unless expressly included in this Order Form.

Accepted By :

ORDER FORM

QUOTE # Q-202758
DATE 4/8/2022
EXPIRATION DATE 7/30/2022

PO Number : _____

Date : _____

edpuzzle

Edpuzzle lets your teachers turn videos into engaging learning experiences for students across all grades and subjects.

With **new** and **enhanced** features designed to support today's classroom, Edpuzzle continues to be the go-to solution for educators. We look forward to what your teachers will be able to accomplish this upcoming year with your Edpuzzle Pro subscription.

Act now to ensure unlimited access to:

- **A Network Channel:** Allow your Curriculum Coordinator to share vetted videos and your teachers to collaborate on lessons.
- **Edpuzzle Originals:** Access a library of 1200+ ready-to-go, standards-aligned video lessons created by our team of expert teachers.
- **Our screen recording extension:** Create tailor-made lessons for your students from the comfort of your computer.
- **Student projects:** Let students participate in showing what they know by creating their own video lessons with embedded questions.
- **Live Mode:** Enable teachers to project video lessons in the classroom that encourage discussion while students answer in real time on their own devices.
- **Audio responses:** Give students the flexibility of recording their answers to thought-provoking questions.
- **Custom professional development:** Improve your efficacy and student outcomes.

As always we are here to support you. **Your quote for an Edpuzzle Pro subscription is following on the next page.** Please contact me if you have any questions about it.

edpuzzle

PO BOX 446
SAN FRANCISCO, CA 94104-0446
UNITED STATES

Bill To Name	Anaheim Union High School District	Quote Number	00039783
Bill To	501 CRESCENT WAY ANAHEIM, CA 92803 US	Quote Created	4/21/2022
		Quote Expires	7/12/2022
Contact Name	Erik Greenwood	Prepared By	Amanda Dougher
Email	greenwood@auhsd.us	Email	amanda@edpuzzle.com

Product	Period	Line Item Description	Sales Price	Quantity	Total Price
Pro District	1 year	Unlimited storage of interactive video lessons, district-wide	$42,900.00	1.00	$42,900.00

Subtotal	$42,900.00
Grand Total	$42,900.00

FAQ's

Does Edpuzzle accept purchase orders?
Yes, we do! This quote can be used to generate a PO. If you need any other information or would prefer a credit card payment instead just let us know. We will get you set up with Pro within 24h of receiving the order.

What payment methods does Edpuzzle accept?
We accept credit card payments, checks, and direct deposits (wire transfers).

Can we use next year's funds this school year?
Yes! Send us your PO by June 30th and we can invoice you in July so that you can use next year's funds to purchase at this year's rates.

Terms & Conditions

(1) This quote is pre-tax, it doesn't include any local and/or state taxes. Applicable taxes may not be included in our invoice, and customer may be responsible for those taxes. If you are a tax exempt customer, please provide the applicable Tax Exempt Certificate document along with your purchase order.

(2) All spots from the license will expire at the end of the term, regardless of effective use or not.

(3) Each spot is assigned to one teacher and cannot be replaced by another teacher on a general basis.

(4) This agreement supplements EDpuzzle, Inc.'s Terms of Service (https://edpuzzle.com/terms) and Privacy Policy (https://edpuzzle.com/privacy), which shall rule provision of the service to the customer.

(5) This agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.

EXHIBIT QQQ

QUOTE-P53664

Notable, Inc (Kami)

8605 Santa Monica Blvd, PMB 57387
West Hollywood, CA 90069-4109 U.S.
Phone: +1 (650) 395-8986 **Email:** sales@kamiapp.com

Bill To: Anaheim Union High School District (CA)
501 North Crescent Way
Anaheim, California 92801 United States

Ship To: Anaheim Union High School District (CA)
Contact Person: Erik Greenwood
Email: greenwood@auhsd.us

Quote Issued Date: 4/7/2022
Quote Expiry Date: 7/31/2022
School Year: SY 2022-2023

Kami Contact: Peter Runquist
Email: peter.runquist@kamiapp.com

Item & Description	Users	Price Per User	Amount
District Plan for renewal of current license, license key 5524-4711-5651 Includes Professional Development (PD) Start Date: 07/31/2022 End Date: 07/31/2023 Renewal of School Year 2022	31000	$2	$62,000
		Subtotal (without Sales Tax):	$62,000
		+ Sales Tax:	$0
		Total:	**$62,000**

All amounts are in USD.

Step 1: Submit a purchase order with the link below.

https://kami.app/form/po-form

Step 2: Then receive an invoice & license from us within 2 business days.

We accept bank transfers & major credit cards for all customers. Check is only for U.S. customers.

Bank account details, credit card payment link (incur additional 3% transaction fee) or U.S. check mailing address will be provided on your invoice.

By submitting a purchase order, you are agreeing to the Kami Terms of Service found at kamiapp.com/terms-of-service, the terms and conditions of which are hereby expressly incorporated herein by reference.

padlet

QUOTE

Quote # **19606**
Quote Date **May 10, 2022**
Amount **$12,000.00 (USD)**
Expiry Date **09 Jun, 2022 23:59 UTC**

Padlet
981 Mission St
San Francisco, CA 94103
TIN: 46-1561634
EU VAT ID: EU372012073
UK VAT ID: 383 2034 14

BILLED TO
Anaheim Union High School District

DESCRIPTION	UNITS	UNIT PRICE	AMOUNT (USD)
Padlet Platinum District	1	$12,000.00	**$12,000.00**
		Total	**$12,000.00**

NOTES

Renewal quote. Subscription dates: August 15, 2022 - August 14, 2023.

It includes up to 600 teacher accounts. Student accounts are included free of charge.

Quotes are subject to Padlet's terms of service.

For W9, bank information, sole source letter, please check our Padlet docs.

Quote ID: 163436

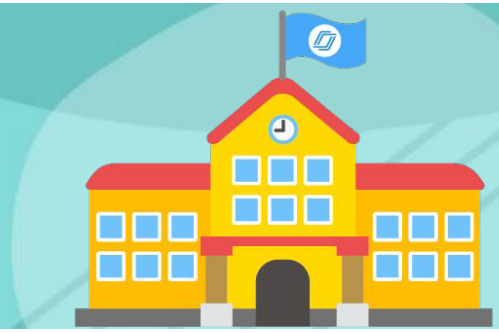


EXHIBIT SSS

Sales Order For:

Erik Greenwood
ANAHEIM UNION HIGH
501 N CRESCENT WAY
ANAHEIM, California 92801
UNITED STATES

Nearpod Contact:

Susan Fasano
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33

Service Start: 07/01/2022 **Service End:** 06/30/2023

Description	Quantity	Total
Nearpod Premium Plus - District: $5.40/student 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 7,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands - Nearpod Video & Activity Library with 5,000+ standards-aligned interactive videos and 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 and Co-Teaching **Nearpod's 21st Century Readiness Program** connects skills across topics such as social & emotional learning, digital citizenship, and college and career readiness to help students thrive in the classroom of today and the world of tomorrow. The Program includes:	16,477	$88,975.80

Nearpod Confidential. All rights reserved.

Quote Date: January 24, 2022

- 21st Century Readiness library: Ready-to-teach lessons, videos, and activities for every grade level

- Nearpod's enhanced UX experience and content discovery: Lessons and resources aligned to connect skills and knowledge that help develop the whole learner

- Exclusive feature access to Brain Breaks: Exclusive energizing or calming Brain Break videos to refocus the class when students need a break

Nearpod English Learner:

A K-12 solution for scaffolded access to rigorous, grade-level, learning experiences and language instruction, featuring resources from trusted educational partners.

Historical Perspectives and Literacy:

A 6-12 solution for culturally relevant, inquiry-based Social Studies experiences, featuring resources from the Pulitzer Center and the Smithsonian Institute.

School Name	Total School Enrollment (all students)	Cost ($5.4 / Stu)
Anaheim High School	2932	$15,832.80
Western High School	1823	$9,844.20
Savanna High School	1686	$9,104.40
Katella High School	2706	$14,612.40
Kennedy High School	2232	$12,052.80
Brookhurst Junior High School	824	$4,449.60
Dale Junior High School	984	$5,313.60
Ball Junior High School	826	$4,460.40
Oxford Academy	1279	$6,906.60
Lexington Junior High School	1185	$6,399.00
10 schools		$88,975.80

Magnolia-one school site license with Premium Plus only - no content bundles. 1,610 students	1,610	$7,750

Nearpod Confidential. All rights reserved.

Total	(USD) $96,725.80

Terms

This Sales Order is valid until: 06/30/2022
Service will run from 07/01/2022 until 06/30/2023, 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) $96,725.80.

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.

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

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.

Is a PO Required for Purchase? Yes / No
If Yes, please provide PO number below and submit PO with this Sales Order.
If No, please return this Sales Order with Signature below and indicate payment method.

Purchase Order (Net 30):

Please provide PO #: _____

If PO is not provided, payment is due immediately via Credit Card, Check, ACH, or Wire

Check, ACH or Wire

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_____ **Credit Card**

Please provide email address to receive secure payment link: _____

Expiration Date: _____

Name on card: _____

Name: _____

Signature: _____

Date: _____

Tax Exempt #: _____

Purchase Orders should be addressed to:
Nearpod, Inc
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004
Email: susanf@nearpod.com or FAX: +1 305-655-1999

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EXHIBIT TTT

OPERATIONS AGREEMENT
ORANGE COUNTY DISTRICT ATTORNEY'S OFFICE
&
ANAHEIM UNION HIGH SCHOOL DISTRICT
TO FACILITATE THE
OC GRIP WAYMAKERS CASE MANAGER COMPONENT

This Operational Agreement stands as evidence that the ***ANAHEIM UNION HIGH SCHOOL DISTRICT*** and ***OC GRIP*** intend to work together toward the mutual goal of providing maximum available assistance for students residing in ***ANAHEIM***. Both agencies believe that implementation of the ***Orange County Gang Reduction & Intervention Partnership (OC GRIP) Waymakers Case Management Services,*** as described herein, will further this goal. To this end, each agency agrees to participate in the program by coordinating and providing the following services:

The ***ANAHEIM UNION HIGH SCHOOL DISTRICT*** will closely coordinate the following services with ***OC GRIP – WAYMAKERS CASE MANAGEMENT***:

- Refer students for OC GRIP case management services at each designated OC GRIP school in their district.
- Provide funds to the ***ORANGE COUNTY DISTRICT ATTORNEY'S OFFICE (OCDA)*** for their assigned case manager or case managers in the amount of $16,194.66. All funds will be allocated to their case manager or case managers in their agreed upon amount.

OC GRIP - WAYMAKERS CASE MANAGEMENT will:

- Hire, manage, train, and supervise a case manager to provide weekly case management services to those students identified by the program as being case managed.
- Collect data and monitor outcome measures.
- Maintain client records and reporting data.
- Collaborate with partners.
- Document mental health and referrals.
- Attend Parent Intervention Meetings.
- Attend Student Intervention Meetings.
- Work collaboratively and directly under the OC GRIP Waymakers Program Director, a Licensed Marriage & Family Therapist.

TERM OF OPERATIONS AGREEMENT

- OCDA will accept all funds from ***ANAHEIM UNION HIGH SCHOOL DISTRICT*** in a mutually agreed upon manner.
- This Operations Agreement will be in effect from July 1, 2022 to June 30, 2023.

We, the undersigned, as authorized representatives of the ***ANAHEIM UNION HIGH SCHOOL DISTRICT*** and **OCDA**, do hereby approve this document.

6/17/22

For District Identified Staff
Dr. Jaron Fried

Date

For Todd Spitzer
District Attorney
Orange County District Attorney's Office

04-18-2022
Date

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 N. Crescent Way - P.O. Box 3520
Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this (Board Approval Date):

16th	day of	June	2022

by and between

I Royale Management Group, LLC

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

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

WHEREAS such services and advice are not available at no cost from public agencies; and

WHEREAS Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

BMX motivational student school assemblies are presented to inspire future leaders to be their best with anti-tobacco theme focusing on encouraging students to find something they love to do and concentrate on the personal fulfillment they can gain, instead of choosing to engage in negative behaviors such as tobacco, alcohol, and drug use. These BIG AIR SHOWS create inclusive, incredible, incomparable engaging action-packed events for communities around the country using the power of action sports and action words to make for purposeful fun.

Site/School:	**2022 Dates:** 1. 5/6/22 - Dale JHS (2 assemblies) 2. 5/16/22 - Lexington JHS (2 assemblies) 3. 5/19/22 - Sycamore JHS (2 assemblies) 4. 8/10/22 - Gilbert HS (2 assemblies) 5. 8/11/22 - Magnolia HS (2 assemblies) 6. 8/12/22- Ball JHS (2 assemblies) $1794 for JHS and $1994 for HS (2 assemblies)	Funds (Cost Center):	TUPE Grant 4895

2. List of Other Supportive Staff or Consultants:

I No other support staff is required.

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	May 6, 2022

and shall diligently perform as specified and complete performance by:

Date:	May 26, 2023

Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

Student Support Services will provide consultant with current TUPE information.

5. District shall pay Consultant the maximum amount of

$11,164

for services rendered

to#of people:	950 - Dale JHS 1,175 - Lexington JHS 1,300 - Sycamore JHS 450 - Gilbert HS 1,600 - Magnolia HS 800 - Ball JHS In addition to an unknown number of site teachers and staff participants.	# hours per day:	2.0 to 4.0	# of days:	6

pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District Accounting Department via U.S. Mail.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

8. This AGREEMENT is not assignable without written consent of the parties hereto.

9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.

10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.

11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

As a result of the BMX assembly, students will learn: (1) how smoking/vaping affects your health and can limit your achievements; (2) how smoking/vaping can be addictive; (3) the dangers of a variety of types of tobacco, and; (4) how smoking/vaping can hurt others through secondhand smoke.

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

BMX riders are among the top riders, speakers, athletes, entertainers and role

models in the nation with various titles and years of experience delivering the message of being tobacco free and instill ideals that will increase self-confidence and positive morals. The shows deliver action with a message that your audience will not forget.
List any technical support that will need to be supplied by District: None. Only an outlet to plug in for power and outdoor space for performance.

COMMON-LAW FACTORS
(IRS Revenue Rule 87-41)

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

☒ **No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.

☒ **No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.

☒ **Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.

☒ **Right** to **Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.

☒ **Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.

☒ **Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.

☒ **Own Work Hours:** Consultant will establish work hours for the job.

☒ **Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.

☒ **Job location:** Consultant controls job location, under district discretion, whether on employer's site or not.

☒ **Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.

☒ **No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.

☒ **Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.

☒ **Business Expenses:** Consultant is responsible for incidental or special business expenses.

☒ **Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.

☒ **Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.

☒ **Possible Profit or loss:** Consultant does these (check valid items):

- Hires, directs, pays assistants
- Has equipment, facilities
- Has a continuing and recurring liability
- Performs specific jobs for prices agreed-upon in advance
- D Lists services in Business Directory
- D Other (explain) _____

☐ **Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.

☒ **Services Available to the General Public** (check valid items):

- Maintains an office
- Business license
- Business signs
- Advertises services
- Lists services in Business Directory
- D Other (explain) _____

☒ **limited Right** to Discharge: Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).

☒ **No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:	DISTRICT:
Typed Name of consultant (same as page 1):	
Royale Management Group, LLC	Anaheim Union High School District
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Martin A Ponce-Principal/Managing Partner	Jaron Fried
Authorized Signature:	Signature of Assistant Superintendent:
X Martin A Ponce	X
Street Address:	Street Address:
24554 Del Prado # 996	1501 Crescent Way, P.O. Box 3520
City, State, Zip Code	City, State, Zip Code
Dana Point, CA 92629	Anaheim, CA 92803-3520
Date:	Date:
14/5/2022	6/17/2022

Mark Appropriately:

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

Social Security Number*	or	Federal Identification Number*
		87-1046083

*Or, initial below:

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

Telephone Number:	E-mail Address:
888-818-8388	martin. ponce@royalemanagementgrou pile. com

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	4/8/2022

Dr. Shanna Egans

AGREEMENT NUMBER 10000769

AGREEMENT FOR PROVISION OF
ORANGE COUNTY FRIDAY NIGHT LIVE PARTNERSHIP SERVICES
BETWEEN
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
AND
ANAHEIM UNION HIGH SCHOOL DISTRICT
SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 17th day of February, 2022, 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 Crescent Way, Anaheim, California 92803 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, SUPERINTENDENT has received grant funds from the United States Department of Education for Orange County Friday Night Live Partnership (OCFNLP) Grant; and

WHEREAS, SUPERINTENDENT 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 such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, SUPERINTENDENT is in need of special services and advice; and

WHEREAS, DISTRICT is specially trained and experienced and competent to perform the special services required by the SUPERINTENDENT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 TERM. DISTRICT shall commence providing services under this AGREEMENT on April 1, 2022, and will diligently perform as required and complete performance by June 30, 2022, subject to termination as set forth in this AGREEMENT.

2.0 SCOPE OF WORK.

A. SUPERINTENDENT hereby engages DISTRICT as an independent CONTRACTOR to perform the following described work and DISTRICT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. Specifically, the Parties shall perform the services as follows for the Division of Educational Services:

2.1 Provide transportation for students and advisors participating in Orange County Friday Night Live Chapter Recognition Ceremony in May 2022, date is to be determined.

2.2 Orange County Friday Night Live Partnership (OCFNLP) will pay for transportation services rendered by DISTRICT and their licensed school bus drivers after DISTRICT's Transportation has received, in writing, a letter of approval, which will include the arrangement details from OCFNLP for the event. Invoice is to be received from the vendor 35 days after the event.

2.3 An adult chaperone who has been assigned to each specific group of students must be on the bus with their assigned group of students at all times.

B. DISTRICT hereby represents and warrants that it has the skills, experience and knowledge necessary to perform in a competent and timely manner the services to be performed under this AGREEMENT, and DISTRICT acknowledges that SUPERINTENDENT shall rely on such representations by DISTRICT. Acceptance by SUPERINTENDENT of the services performed under this AGREEMENT shall not operate as a release of DISTRICT from responsibility for such services. To the extent DISTRICT assigns the performance of the services to any of its employees, each employee shall, as applicable, hold the proper credentials authorizing him or her to perform such service.

3.0 PAYMENT.

A. SUPERINTENDENT agrees to pay DISTRICT the total sum not to exceed One thousand five hundred dollars ($1,500.00) for services satisfactorily rendered pursuant to Section 2.0 of this AGREEMENT. Payment shall be made periodically upon satisfactory performance of services identified in Section 2.0 of this AGREEMENT and completion and approval of an itemized invoice. DISTRICT'S expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations, and policies relating to administration, use, and accounting for public funds, including, but not limited to, the California Education Code. DISTRICT'S itemized invoice shall provide a detailed description of services provided, dates the services were performed, supported by documentation which shall include, but not be limited to: ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided. Payment shall be mailed to: Anaheim Union High

School District, 501 Crescent Way, Anaheim, California 92803 or at such other place as DISTRICT may designate in writing.

B. DISTRICT shall not claim reimbursement for food, equipment purchases, or services provided beyond the expiration and/or termination of this AGREEMENT, except as may otherwise be provided under this AGREEMENT.

C. SUPERINTENDENT may withhold or delay any payment should DISTRICT fail to comply with any of the provisions set forth in this AGREEMENT.

D. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the availability of funds furnished by U.S. Department of Education. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT under the grant. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

4.0 EXPENSES. SUPERINTENDENT shall not be liable to DISTRICT for any costs or expenses paid or incurred by DISTRICT in performing services for SUPERINTENDENT, except as follows: N/A.

5.0 MATERIALS. DISTRICT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: N/A.

6.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees that all matters produced under this AGREEMENT shall become the property of SUPERINTENDENT and cannot be used without SUPERINTENDENT'S express written permission. SUPERINTENDENT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the SUPERINTENDENT. DISTRICT consents to use of DISTRICT'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

7.0 DATA PRIVACY. DISTRICT shall implement procedures and protective measures to assure compliance with current federal and state privacy requirements, including but not limited to California Assembly Bill 1584, California Assembly Bill 1442, the Student Online Personal Information Protection Act (SOPIPA), the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA), and the Children's Internet Protection Act (CIPA) as applicable.

8.0 INDEPENDENT CONTRACTOR. DISTRICT, in the performance of this AGREEMENT, shall be and act as an independent contractor. DISTRICT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the SUPERINTENDENT, and are not entitled to benefits of any kind or nature normally provided employees of the SUPERINTENDENT and/or to which SUPERINTENDENT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. DISTRICT assumes the full responsibility for the acts and/or omissions

of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. DISTRICT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to DISTRICT's employees.

9.0 HOLD HARMLESS. DISTRICT agrees to and does hereby hold harmless, indemnify, and defend 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:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the DISTRICT or any person, firm or corporation employed by the DISTRICT, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of SUPERINTENDENT, the Orange County Board of Education, or its officers, employees or agents.

(b) Any injury to or death of any persons, including SUPERINTENDENT, the Orange County Board of Education, or its officers, agents, and employees, or damage to or loss of any property caused by any act, neglect, default or omission of the DISTRICT, or any person, firm or

corporation employed by the DISTRICT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off SUPERINTENDENT'S property, except for liability for damages which result from the sole negligence or willful misconduct of the SUPERINTENDENT, the Orange County Board of Education, or its officers, employees or agents.

(c) Any liability for damages which may arise from the unauthorized use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

10.0 INSURANCE. DISTRICT shall, at DISTRICT'S sole cost and expense, and require all of its subcontractors, take out prior to commencing the services and maintain in full force and effect from the commencement of services until expiration of this AGREEMENT a policy or policies of insurance covering DISTRICT'S and its subcontractor's services. DISTRICT shall furnish to SUPERINTENDENT certificates of insurance evidencing all coverage's and endorsements required hereunder. All insurance shall be with an insurance company admitted by the Insurance Commissioner of the State of California to transact such insurance in the State of California. Minimum coverage's shall be as follows:

A. Comprehensive General Liability Insurance in an amount not less than One million dollars ($1,000,000) per occurrence, combined single limit;

B. Professional Liability insurance in an amount not less than One million dollars ($1,000,000.00) including coverage for errors and omissions caused by DISTRICT'S negligence in the performance of its duties under this AGREEMENT;

C. Comprehensive Automobile liability insurance covering all owned, non-owned and hired vehicles in an amount not less than One million dollars ($1,000,000) per occurrence;

D. Statutory Workers' Compensation Insurance;

E. An endorsement to said policy(ies) naming the Orange County Superintendent of Schools, the Orange County Board of Education, and its officers, agents and employees as an additional insured while rendering services under this AGREEMENT;

F. DISTRICT further agrees to provide a thirty (30) day written notice to SUPERINTENDENT of cancellation or reduction in coverage;

G. If the DISTRICT is either partially or fully self-insured for its liability exposures, DISTRICT must notify SUPERINTENDENT in writing and provide SUPERINTENDENT with a statement signed by an authorized representative of DISTRICT stating that DISTRICT agrees to hold harmless, defend, and indemnify the Orange County Superintendent of Schools, the Orange County Board of Education, and their officers, employees and agents as if the insurance requirements in the above paragraphs are in full force and effect.

11.0 NON-DISCRIMINATION. DISTRICT shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation

in facilities, or employment personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. DISTRICT shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.

12.0 APPLICABLE LAW. The services completed herein must meet the approval of the SUPERINTENDENT'S general right of inspection to secure the satisfactory completion thereof. DISTRICT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to DISTRICT, DISTRICT'S business, equipment and personnel engaged in operations covered by this AGREEMENT or occurring out of the performance of such operations.

13.0 ASSIGNMENT. DISTRICT shall not subcontract or assign the performance of any of the services in this AGREEMENT without prior written approval of the SUPERINTENDENT.

14.0 EDUCATION DEPARTMENT GENERAL ADMINISTRATIVE REGULATIONS (EDGAR) REQUIREMENTS. DISTRICT will be required to comply with all applicable State and Federal laws and regulations regarding this AGREEMENT and administration of programs funded with this AGREEMENT. Specifically, the DISTRICT will be required to comply with relevant State laws and regulations, EDGAR 34 CFR, Part 74 and the appropriate regulations governing cost principles [Office of Management and Budget (OMB) Circular A-133]. These regulations contain information regarding the programmatic requirements and the requirements for financial management maintenance of records, programmatic changes and budget revisions, contracting, and general administrative responsibilities. In addition, federal funds are also subject to the administrative requirements at 29 CFR, Part 97 for projects administered by State, local, or Indian tribal government and at 29 CFR, Part 95 for projects administered by institutions of higher education, hospitals, or non-profit organizations, Part 96 - Audit Requirements for Grants, Contracts and other Agreements.

15.0 PERSONNEL (EDGAR §§75.511-75.519 and 2 CFR Part 200 Subpart E). The rules in Part 75 cover issues as paying consultants with grant funds waving the requirement for a full-time project director, making changes in key project staff, and prohibiting dual compensation of staff. General rules governing reimbursement of salaries and compensation for staff working on grant projects are addressed in the cost principles in 2 CFR Part 200 Subpart E. In all cases, payments of any type to personnel must be supported by complete and accurate records of employee time and effort. For those employees that work on

multiple functions or separately funded programs or projects, the grantee must also maintain time distribution records to support the allocation of employee salaries among each function and separately funded program or project.

16.0 RECORDS. DISTRICT must create or otherwise prepare and maintain, in accordance with generally accepted accounting principles, all financial and other records relating to this AGREEMENT and the services performed or to be performed pursuant to this AGREEMENT as are necessary, appropriate, or required by law ("DISTRICT Records"). DISTRICT Records must be maintained in a logical and consistent manner to facilitate filing and retrieval of documents in particular categories of information. DISTRICT Records must include, without limitation, records relating to payments made by SUPERINTENDENT to DISTRICT. DISTRICT shall at all reasonable times give SUPERINTENDENT, Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the services provided or to be provided by DISTRICT pursuant to this AGREEMENT.

17.0 DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS. Each person who has signed this AGREEMENT on behalf of DISTRICT shall be deemed and construed to have thereby certified, to the best of his or her knowledge and belief, that DISTRICT and its principals:

1. presently are not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded

from any covered transaction by any federal department or agency;

2. within the three-year period preceding the Parties entering into this AGREEMENT have not been convicted or had a civil judgement rendered against them for (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, (ii) violation of federal or state antitrust statutes, or (iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. presently are not indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offences described in paragraph B of this section; and

4. within the three-year period preceding the Parties entering into this Agreement have not had one or more public transactions (federal, state or local) terminated for cause or default.

18.0 ANTI-LOBBYING. If the amount payable to DISTRICT pursuant to this AGREEMENT will or may be in excess of $100,000, then, each person who has signed this AGREEMENT on behalf of DISTRICT shall be deemed and construed to have thereby certified that DISTRICT will not and has not used federally appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee or any agency, a member of congress, officer or employee of congress, or an employee of a member of congress in connection with obtaining any federal contract, grant, or any other award covered by the Byrd-Anti-Lobbying Amendment (31 U.S.C. 1352). DISTRICT shall disclose in writing to SUPERINTENDENT any lobbying with non-federal funds, by or on behalf of DISTRICT that takes place in connection with obtaining or attempting to obtain any federal award.

19.0 TERMINATION.

A. SUPERINTENDENT may terminate this AGREEMENT, in whole or in part, and without need for cause, by giving written notice to DISTRICT stating the extent and effective date of termination. However, if any such termination notice does not set forth a date upon which the termination will take effect, the termination shall take effect on the date that is thirty (30) days after receipt of the notice by DISTRICT. Upon any termination pursuant to this Paragraph A taking effect, DISTRICT shall cease all work and services to the extent specified in the termination notice, and SUPERINTENDENT shall pay DISTRICT, in accordance with this AGREEMENT, for all work and services performed prior to termination.

B. DISTRICT shall be in default of its obligations pursuant to this AGREEMENT if DISTRICT refuses or fail to comply, or to timely comply, with any one or more of the provisions of this AGREEMENT. In any such event, SUPERINTENDENT in its sole discretion may provide written notice to DISTRICT setting forth the nature of the default, the actions that DISTRICT must take (if there are any or any are

known) in order to cure the default, and the deadline by which DISTRICT must cure the default. If DISTRICT does not cure a default within the time specific in an applicable notice of default, SUPERINTENDENT may terminate this AGREEMENT, in whole or part, by giving written notice of termination to DISTRICT, and the termination shall take place effective immediately upon receipt of such a notice by DISTRICT. In the event of any termination pursuant to this Paragraph B, SUPERINTENDENT may cause the terminated portion of the work to be completed in any manner SUPERINTENDENT deems proper. In the event of any default by DISTRICT or termination by SUPERINTENDENT pursuant to this Paragraph B, neither Party's remedies shall be limited. Notwithstanding anything to the contrary, in connection with any default by DISTRICT, SUPERINTENDENT in its sole discretion may, by providing written notice to DISTRICT:

1. Discontinue reimbursement to DISTRICT for, and during the period in which DISTRICT is in default, the reimbursement of which CONSULTANT shall not be entitled to recover later; and/or
2. Withholding funds pending a cure for the default; and/or
3. Offset against any monies billed by DISTRICT but yet unpaid by SUPERINTENDENT.

20.0 WAIVER. Absent an applicable waiver, no failure by a Party to require compliance by the other Party with any provision or requirement of this AGREEMENT shall be deemed or construed to preclude subsequent enforcement of that or any other provision or

requirement of this AGREEMENT. Each waiver of any provision, requirement, or breach of this AGREEMENT must be in writing and signed by the waiving Party. Oral waivers shall not be binding or enforceable. Except as expressly provided in the waiver, a waiver of any provision, requirement, or breach shall not be construed as: (i) a waiver of any other provision, requirement, or breach; or (ii) as a continuing waiver.

21.0 FORCE MAJEURE.

A. In the event DISTRICT is unable to comply with any provisions of this AGREEMENT due to causes beyond its control such as acts of God, acts of war, civil disorders, and other similar acts, DISTRICT shall not be held liable to SUPERINTENDENT for such failure to comply.

B. In the event SUPERINTENDENT is unable to comply with any provisions of this AGREEMENT due to causes beyond its control relating to acts of God, acts of war, civil disorders, or other similar acts, SUPERINTENDENT shall not be held liable to DISTRICT for such failure to comply.

22.0 CLEAN AIR ACT. (For AGREEMENTS of amounts in excess of $100,000) (42 U.S.C. 7401 et. seq.) THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et. seq.) The DISTRICT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et. seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et.seq.) Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

23.0 RIGHTS TO INVENTIONS. For the performance of experimental, developmental, or research work, the federal government and the SUPERINTENDENT shall retain rights to any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements". The DISTRICT shall hold the SUPERINTENDENT, the Orange County Board of Education and its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses for infringement or use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented inventions, regarding any items, article or appliance furnished or used in connection with the AGREEMENT. DISTRICT may be required to furnish a bond or other indemnification to the SUPERINTENDENT against claims or liability for patent infringement.

24.0 CONFLICT OF INTEREST. DISTRICT covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT. DISTRICT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed or retained by DISTRICT.

25.0 DISPUTES. Except as otherwise provided in this AGREEMENT, any dispute concerning a question of fact arising under this AGREEMENT that is not resolved by agreement of the Parties hereto shall be disposed by SUPERINTENDENT, which shall furnish the decision in

writing. The decision of SUPERINTENDENT shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. DISTRICT shall in each case proceed diligently with the performance of the AGREEMENT pending SUPERINTENDENT'S decision. As a condition precedent to the filing of any action arising from dispute between the Parties hereto, the Parties shall be obligated to attend and participate in a mediation session with a third party mediator in an attempt to resolve the dispute.

26.0 INSPECTION AND AUDIT. The SUPERINTENDENT, State of California Department of Education and United States Department of Education and their respective authorized agents, shall have access, for the purpose of audit or examination, to any records of DISTRICT pertinent to this AGREEMENT. DISTRICT certifies that it will comply with the records retention requirements detailed in 2 CRF 200.333. The DISTRICT will retain all records as required by 2 CRF 200.333 for a period of three (3) years from the date of final payment under this AGREEMENT and all pending matters are closed, and for such longer period, if any, as is required by applicable statute, or by any other cause of this AGREEMENT.

27.0 COMPLIANCE WITH LAWS AND DIRECTIVES. Without limiting anything else in this AGREEMENT, DISTRICT must perform the services required by this AGREEMENT in compliance with all applicable federal, state and local laws, regulations, ordinances and other governmental requirements. DISTRICT shall be responsible for ensuring that each of

its employees, agents, and other representatives who enter in and upon any of SUPERINTENDENT'S properties fully comply with: (i) all rules, policies or other requirements of SUPERINTENDENT applicable to presence on its property (including, but limited to, policies prohibiting the use of drugs, alcohol, and tobacco); and (ii) reasonable directives from SUPERINTENDENT'S representatives.

28.0 NOTICE. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third 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

29.0 GOVERNING LAW; VENUE; AND SEVERABILITY. This AGREEMENT shall be governed by and enforced in accordance with the laws of the State of California, notwithstanding any conflict-of-laws, choice-of-laws, or similar provision set forth in any state or federal law. Each action

arising from this AGREEMENT shall be filed and conducted only in an applicable state or federal court located in the County of Orange, California, and the Parties hereto waive any provision of law providing for a change of venue to another location. In the event any provision in 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 without being impaired or invalidated in any way. Should action be brought to enforce or interpret the provisions of the AGREEMENT, the prevailing Parties shall be entitled to attorneys' fees in addition to whatever other relief is granted.

30.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous Understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed as evidenced by the signatures below of their respective duly-authorized representatives.

DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: _____ Authorized Signature	BY: _____ Authorized Signature
PRINT NAME: Dr. Jaron Fried	PRINT NAME: Patricia McCaughey
TITLE: Assistant Superintendent, Ed. Division	TITLE: Administrator
DATE: 6/17/22	DATE: February 17, 2022

Anaheim UHSD-Orange County Friday Night Live Partnership(OCFNLP)-Federal(10000769)22
Zip5

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way – P.O. Box 3520
Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

16th	day of	June	2022

by and between

Illumination Institute

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

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

WHEREAS such services and advice are not available at no cost from public agencies; and

WHEREAS Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Illumination Institute will provide professional learning and instructional resources for teachers, administrators, staff, and parents throughout the District. Illumination Institute is a non-profit organization that promotes self-awareness, stress management, and improved concentration through mindfulness techniques. Illumination Institute has developed their own simple and practical mindfulness curriculum designed to benefit people of all ages and backgrounds.

Activities to include, but are not be limited to:

1) Provide professional development for school teams on how to help students discover self-control, self-awareness, and respect through mindfulness.

2) Provide age-appropriate instructional materials that boost self-esteem and foster successful transition to high school or college and career.

3) Provide training for parents on self-control, self-awareness, as well as how to nurture socioemotional skills through mindfulness.

4) Provide training for classified employees on self-control, self-awareness, and respect through mindfulness
5) Provide Student Leadership training for student ambassadors and other student leaders

6) Provide Mental Health team training 7) Provide Mindfulness and Racial Awareness training 8) Provide MACC training, which includes mindful walking, mindful eating, and Gratitude.

Site/School:	District Schools	Funds (Cost Center):	LCFF (0009)

2. List of Other Supportive Staff or Consultants:

No other support staff is required.

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	June 17, 2022

and shall diligently perform as specified and complete performance by:

Date:	June 30, 2023

Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

AUHSD staff will provide demographic information as requested for each school.

5. District shall pay Consultant the maximum amount of

$59,000

for services rendered

to # of people:	School teams of up to 15 site leaders, 30 parents, 100 staff per late start training, 30 students per leadership training	# hours per day:	2-6	# of days:	20

pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of

services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

   a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

   b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

   Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

8. This AGREEMENT is not assignable without written consent of the parties hereto.

9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.

10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.

11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

As a result of this AGREEMENT: 1) District and school site initiatives will be integrated and aligned, to result in

higher measurable achievement for all students;
2) School site understanding, and use of processes and tools, including the Single Plan for Student Achievement, interventions, and professional collaboration and development will focus on the site-specific needs of students and educators;
3) Proven protocols will further link school climate to improved student achievement of identified AUHSD target populations, including English learners and students participating in special education;
4) Collaboration within and across content areas will provide student access to, and support of, strategies that build self-esteem and confidence; and,
5) Successful work on real issues at sites will enhance the capacity of the collaborative community of administrators and teachers, in order to transform and sustain the achievement of all students.

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

The consultant is an established expert in the area of mindfulness techniques and has developed specific lessons for junior high school and high school aged students.

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

No technical support will be required.

COMMON-LAW FACTORS
(IRS Revenue Rule 87-41)

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

☒ **No Instructions**: The consultant will not be required to follow explicit instructions to accomplish the job.

☒ **No Training**: The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.

☒ **Work Not Essential to the Employer**: The employer's success or continuation does not depend on the services of the consultant.

☒ **Right to Hire Others**: The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.

☒ **Control of Assistants**: Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.

☒ **Not a Continuing Relationship**: If frequent, will be at irregular intervals, on call, or whenever work is available.

☐ **Own Work Hours**: Consultant will establish work hours for the job.

☐ **Time to Pursue Other Work**: Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.

☐ **Job Location**: Consultant controls job location, under district discretion, whether on employer's site or not.

☐ **Order of Work**: Consultant, rather than employer, determines order or sequence of steps in performance of work.

☐ **No Interim Reports**: Only specific pre-determined reports defined in the consulting agreement.

☒ **Basis of Payment**: Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.

☐ **Business Expenses**: Consultant is responsible for incidental or special business expenses.

☐ **Tools and Equipment**: Consultant furnishes the identified tools and equipment needed for the job.

☐ **Significant Investment**: Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.

☐ **Possible Profit or Loss**: Consultant does these (check valid items):

- ☐ Hires, directs, pays assistants
- ☐ Has equipment, facilities
- ☐ Has a continuing and recurring liability
- ☐ Performs specific jobs for prices agreed-upon in advance
- ☐ Lists services in Business Directory
- ☐ Other (explain) _____

☒ **Work for Multiple Employers**: Consultant may perform services for more than one employer simultaneously, unless otherwise noted.

☐ **Services Available to the General Public** (check valid items):

- ☐ Maintains an office
- ☐ Business license
- ☐ Business signs
- ☐ Advertises services
- ☐ Lists services in Business Directory
- ☐ Other (explain) _____

☐ **Limited Right to Discharge**: Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).

☐ **No Compensation for Non-Completion**: Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:	DISTRICT:
Typed Name of consultant **(same as page 1)**:	
Illumination Institute	**Anaheim Union High School District**
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Brian Ton, Chief Executive Officer	Dr. Jaron Fried
Authorized Signature:	Signature of Assistant Superintendent:
Street Address:	Street Address:
10061 Talbert Avenue	**501 Crescent Way, P.O. Box 3520**
City, State, Zip Code	City, State, Zip Code
Fountain Valley, CA 92708	**Anaheim, CA 92803-3520**
Date:	Date:
5/15/2021	6/17/22

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	
Partnership:	
Other/Specify:	501 (c) 3

Social Security Number* or	Federal Identification Number*
	81-2103843

*Or, initial below:

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

Telephone Number:	E-mail Address:
(888) 825-9001	brian@illuminationinst.org

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature		Date:	5/23/22

Dr. Jaron Fried

EXHIBIT XXX

BEACON OF LIGHT

Empowering the next generation together

MEMORANDUM OF UNDERSTANDING (MOU)

Purpose: Beacon of Light (BOL) a community-based organization in Orange County will implement a Health Pilot Project, with Check the Facts (CTF) curriculum at Anaheim Union High School District (AUHSD). This MOU is a follow-up to the previous MOU entered into on December 10, 2019, which was postponed due to COVID-19. Since March of 2020, we have retooled to adjust to the needs of the classroom (in-person and online).

About: BOL is a 501(c)(3) organization with more than twenty years' experience providing education on positive youth development, risk avoidance education, protective factors and optimal health for vulnerable youth and their families in Orange County. BOL is highly motivated to take CTF to scale to provide youth with education on pregnancy prevention, HIV/STD's and other California state-compliant topics as well as protective factors, and optimal health. BOL is one of the oldest organizations in orange County that provides primary prevention education related to sexual health and is known in the community as such a provider. BOL is invited to speak about such prevention to a wide range of community organizations and schools while working with other community organizations to build a network of resources.

Goals: To pilot the CTF 10-day curriculum using our re-tooled delivery model of training and equipping AUHSD teachers to instruct their pupils. This pilot will help ensure a top tier educational product can be replicated across all California districts.

Duties:

BOL will carry out the following:

- Training, observing, and working with Junior and High School Health Teachers, starting with one or two locations.. (Online or in-person as COVID-19 protocols permit)
- Implement CTF with quality, fidelity and the active engagement of youth and families
- Provide tools for teachers to deliver CTF in-person, online or hybrid.
- Conduct Pre-Test see Exhibit A and a Post-Test see Exhibit B
- Ensure that program materials/tools used in this project are medically accurate, age appropriate, culturally and linguistically appropriate and trauma informed.
- Communicate and disseminate information about the project to raise awareness with youth, their families, and key stakeholders.

- Complying with established AUHSD COVID-19 protocols
- BOL is offering this Pilot Project at no cost to AUHSD for this agreed timeline.

Timeline: This MOU will serve as a partnership starting in August 1, 2022 through August 1, 2024.

We, the undersigned, agree to the above MOU:

Beacon of Light
Amber Auger, Executive Director

Amber Auger 5/10/2022
_____
(Signature & Date)

Anaheim Union High School District
Jaron Fried,Ed.D Assistant Superintendent, Education

6/17/22
_____
(Signature & Date)

AMENDMENT TO
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2021-2024

As of May 10, 2022, the agreement entitled "College and Career Access Pathways Partnership Agreement (CCAP Agreement)" between Fullerton College ("COLLEGE") a college of the North Orange County Community College District, (NOCCCD) and Anaheim Union High School District ("SCHOOL DISTRICT") will be amended by adding three educational programs (ADDENDUM A).

This change is only the addition of three educational programs; the entire remainder of the original agreement remains in full force.

This Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on May 10, 2022

By: _____
Anaheim Union High School District
Dr. Jaron Fried
Assistant Superintendent, Education Services

By: _____
Fullerton College
José Ramón Núñez, Ph.D.
Vice President, Instruction

By: _____
North Orange County Community College District
Cherry Li-Bugg, Ph.D.
Vice Chancellor, Educational Services and Technology

North Orange County Community College District Board Meeting: *May 10, 2022*
School District Board Meeting: *June 9, 2022*

ADDENDUM A

1. CCAP AGREEMENT PROGRAM YEAR – college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor; and employer of record.

PROGRAM YEAR: 2021-2024 **COLLEGE: Fullerton College**

EDUCATIONAL PROGRAMS: **Child Development, Art, Art History**

SCHOOL DISTRICT: **Anaheim Union High School District**

HIGH SCHOOLS: **Katella, Anaheim, Loara, Gilbert**

TOTAL NUMBER OF STUDENTS TO BE SERVED: 90 students	TOTAL PROJECTED FTES: 27 FTES

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS	INSTRUCTOR	EMPLOYER	LOCATION
1. Introduction to Art	ART 110 F	Summer, Fall & Spring	TBD	TBD	TBD	☒ CC ☐ HS	☐ CC ☒ HS Anaheim HS
2. Introduction to Art	ART 110 F	Summer, Fall & Spring	TBD	TBD	TBD	☒ CC ☐ HS	☐ CC ☒ HS Katella HS
3. Introduction to Art	ART 110 F	Summer, Fall & Spring	TBD	TBD	TBD	☒ CC ☐ HS	☐ CC ☒ HS Loara HS
4. Introduction to Art	ART 110 F	Summer, Fall & Spring	TBD	TBD	TBD	☒ CC ☐ HS	☐ CC ☒ HS Gilbert HS
5. Introduction to Visual Culture	ARTH 100 F	Summer, Fall & Spring	TBD	TBD	TBD	☒ CC ☐ HS	☐ CC ☒ HS Anaheim HS
6. Introduction to Visual Culture	ARTH 100 F	Summer, Fall & Spring	TBD	TBD	TBD	☒ CC ☐ HS	☐ CC ☒ HS Katella HS

7. Introduction to Visual Culture	ARTH 100 F	Summer, Fall & Spring	TBD	TBD	TBD	☒ CC ☐ HS	☐ CC ☒ HS Loara HS
8. Introduction to Visual Culture	ARTH 100 F	Summer, Fall & Spring	TBD	TBD	TBD	☒ CC ☐ HS	☐ CC ☒ HS Gilbert HS
9. Introduction to Early Childhood Education Curriculum	CDES 115	Summer, Fall & Spring	TBD	TBD	TBD	☒ CC ☐ HS	☐ CC ☒ HS Anaheim HS
10. Introduction to Early Childhood Education Curriculum	CDES 115	Summer, Fall & Spring	TBD	TBD	TBD	☒ CC ☐ HS	☐ CC ☒ HS Katella HS
11. Introduction to Early Childhood Education Curriculum	CDES 115	Summer, Fall & Spring	TBD	TBD	TBD	☒ CC ☐ HS	☐ CC ☒ HS Loara HS
12. Introduction to Early Childhood Education Curriculum	CDES 115	Summer, Fall & Spring	TBD	TBD	TBD	☒ CC ☐ HS	☐ CC ☒ HS Gilbert HS

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered *(Sec. 2 (c)(1):*

The courses have been offered previously to college bound high school students to support a successful transition into college level coursework and improve matriculation.

2. BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
1. Introduction to Art	TBD	TBD	TBD	TBD
2. Introduction to Visual Culture	TBD	TBD	TBD	TBD

3. Introduction to Early Childhood Education Curriculum	TBD	TBD	TBD	TBD

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way – P.O. Box 3520
Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this (Board Approval Date):

16th	day of	June	2022

by and between

TGR Foundation: A Tiger Woods Charity

Service Provider, hereinafter referred to as "Subgrantee" and the Anaheim Union High School District, hereinafter referred to as "District."

WHEREAS the District will receive ESSER Funds;

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

WHEREAS Subgrantee is specially trained, experienced, and competent to provide the special services and advice required; and

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Subgrantee:

- Educators will participate in four distinct professional learning courses to expand their knowledge of inquiry including: Inquiry Mindset – Level 1, Aligning Assessment to Inquiry – Level 2, Designing Inquiry Environments – Level 3, Instilling an Entrepreneurial Mindset – Level 4, led by TGR Foundation professional learning staff.
- Educators will have the opportunity to receive a micro credential for each of these professional learning courses that demonstrates their competency on the topic and that they have a plan for implementing learned strategies at the school.
- After sequential completion of professional learning courses, educators can complete an independent project to incorporate inquiry strategies into existing AUHSD curriculum. Educators that complete all micro credentials and the independent project will receive an inquiry certificate from TGR Foundation to indicate proficiency with implementing inquiry to improve student learning outcomes.
- TGR Foundation will provide support via regular touchpoints and ongoing communication to educators to assist in completion of the Inquiry Pathway.

Site/School:	Dale JHS Orangeview JHS Sycamore JHS Walker JHS	Funds(Cost Center):	LCFF

2. List of Other Supportive Staff or Subgrantees:

TGR Foundation – Gyla Bell, Eric Moore, Holly Dennard, Carmen Gonzalez (Admin)

3. Subgrantee shall commence providing services under this AGREEMENT on:

Date:	August 1, 2022

and shall diligently perform as specified and complete performance by:

Date:	December 31, 2023

a. Educators – Professional Learning

Cohort 1	Teachers who completed STEM Studio 1 & 2 – Summer 2021-Winter 2022 (12 Teachers from Dale)
Cohort 2	Teachers who completed STEM Studio 1, but not STEM Studio 2, - Summer 2021 (11 Teachers from 4 Jr HS)
Cohort 3	New Cohort starting Winter 2023 (40 Teachers from all 4 Jr HS)

Date	Services/s Provided	Outcomes
Fall 2022	**STEM Studio 2 – Cohort 2** Sept 13 & 20, 2022	Completion of 12 hours of PL
	STEM Studio 3 – Cohorts 1&2 Nov 8 & 15, 2022	Completion of 12 hours of PL
	STEM Studio 4– Cohorts 1&2 Dec 13 & 20, 2022	Completion of 12 hours of PL
Winter/Spring 2023	**STEM Studio 1 – Cohort 3** Jan 24 & 31	Completion of 12 hours of PL

	STEM Studio 2 – Cohort 3 Feb 28 & Mar 7	Completion of 12 hours of PL
Summer/Fall 2023	**STEM Studio 3 – Cohort 3** Date: TBD	Completion of 12 hours of PL
	STEM Studio 4 – Cohort 3 Date: TBD	Completion of 12 hours of PL

b. Students – Course Development

Fall 2022	Course Development	Planning/Expansion – New Pathway/Summer Bridge
Fall/Winter 2022	Course Development of the expansion and/or development of at least two new bridge curricula (i.e.: Cybersecurity, AI, Drones, etc.)	Planning/Expansion – New Pathway/Summer Bridge
Spring/Summer 2023	Launch	Implementation

Subgrantee shall perform said services as a service provider and not as an employee of the District. Subgrantee shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Subgrantee, upon request, such information as is reasonably necessary to the performance of Subgrantee to this AGREEMENT:

Select School Administration and participant educators and students

5. a. District shall pay Subgrantee the maximum amount of

$24,570 total at $3,510 per Workshop
Includes: Training, development, facilitation and evaluation of 4 professional learning courses with opportunity to earn micro credential for each participant.

In-kind support: (Valued at $100,000)

- Dedicated Project Management
- Independent Project support and consultation with TGRF staff
- Inquiry Certificate and Micro-credential administration
- Training supplies and materials
- TGR Learning Lab facility usage for in-person sessions

for services rendered

to # of people:	63	# hours per day:	1-6 (varying)	# of days:	14 days

pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Subgrantee shall submit an invoice to District.

b. District shall pay Subgrantee the maximum amount of

$6,000 total

- Includes: Development of two bridge curricula aligned with feeder schools CTE pathways (ie: Cybersecurity, AI and possibly Drones)
- Enhancement of two TGR Learning Lab's Expanded Learning classes that align with AUHSD CTE pathways (ie: Cybersecurity, AI and possibly Drones)

In-kind support: (Valued at $100,000)

- Dedicated Project Management
- Curriculum design support and consultation with TGRF staff
- Course supplies and materials
- Student transportation from targeted schools
- TGR Learning Lab facility usage for student sessions

For services rendered to minimum of 50 students 21 hours per 7 week session (4 sessions per year plus summer)

6. Both parties may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent or Subgrantees designee shall be sufficient to stop further performance of services by Subgrantee/District. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Both parties agree to and shall hold harmless and indemnify each other, its officers, agents, and employees from claims or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Subgrantee or any person, firm, or corporation employed by Subgrantee/District upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the gross negligence or willful misconduct of District, its officers, employees, or agents.

b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, except for liability for damages which result from the gross negligence or willful misconduct of the District, its officers, employees, or agents.

In the event a dispute arises under this agreement which cannot be resolved, such dispute shall be submitted to arbitration and resolved by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Each party is entitled to depose one fact witness and any expert witness retained by the other party, and to conduct such other discovery as the arbitrator deems appropriate. The award or decision rendered by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award by any court.

8. This AGREEMENT is not assignable without written consent of the parties hereto.
9. Subgrantee and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
10. Subgrantee, if an employee of another public agency, certifies that Subgrantee shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
11. The following is a brief description of what will be achieved by Sub-grantee as a result of this AGREEMENT:

- Educators will complete a professional learning cycle to become proficient in implementing inquiry-based learning practices in their classrooms and adapting these practices to develop student agency.
- Educators will learn how to incorporate inquiry within the current curricula frameworks already utilized in AUHSD.

- Successful participants will have the opportunity to receive four micro credentials and one certificate that details the proficiency they have gained as a result of this professional learning cycle.
- Successful student participants will receive micro-credential/badges and certificate that details proficiency and earns course credit and prepares them for the transition to a CTE pathway.

12. What are the technical reasons Subgrantee is being hired as a Service Provider rather than an employee?

- TGR Foundation has proven success at educator professional development and helping schools in AUHSD develop teachers towards specific goals.
- TGR Foundation has infrastructure necessary to train teachers both virtually and in-person.
- TGR Foundation has proven success at supplemental education opportunities for AUHSD students that prepares them for a variety of career pathways.
- TGR Foundation has infrastructure necessary to support AUHSD CTE pathways and extend learning opportunities for students.

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

- Ensuring AUHSD educators are able to access virtual trainings as facilitated by TGR Foundation
- AUHSD on-site access to TGRF training staff as necessary
- AUHSD will work collaboratively with TGRF to ensure transportation, develop evaluation framework and associated benchmarks.

COMMON-LAW FACTORS

(IRS Revenue Rule 87-41)

Mark all items that are true for the intended Subgrantee (if completing on-line, double click the box to mark):

☒ **No Instructions**: The Subgrantee will not be required to follow explicit instructions to accomplish the job.

☒ **No Training**: The Subgrantee will not receive training provided by the employer. The Subgrantee will use independent methods to accomplish the work.

☒ **Work Not Essential to the Employer**: The employer's success or continuation does not depend on the services of the Subgrantee.

☒ **Right to Hire Others**: The Subgrantee is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.

☒ **Control of Assistants**: Assistants hired at Subgrantee's discretion; Subgrantee responsible for hiring, supervising, paying of assistants.

☐ **Not a Continuing Relationship**: If frequent, will be at irregular intervals, on call, or whenever work is available.

☒ **Own Work Hours**: Subgrantee will establish work hours for the job.

☒ **Time to Pursue Other Work**: Since specific hours are not required, Subgrantee may work for other employers simultaneously, unless otherwise noted.

☒ **Job Location**: Subgrantee controls job location, under district discretion, whether on employer's site or not.

☒ **Order of Work**: Subgrantee, rather than employer, determines order or sequence of steps in performance of work.

☐ **No Interim Reports**: Only specific pre-determined reports defined in the consulting agreement.

☒ **Basis of Payment**: Subgrantee paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.

☒ **Business Expenses**: Subgrantee is responsible for incidental or special business expenses.

☒ **Tools and Equipment**: Subgrantee furnishes the identified tools and equipment needed for the job.

☐ **Significant Investment**: Subgrantee can perform services without using the employer's facilities. Subgrantee's investment in own trade is real, essential, and adequate.

☐ **Possible Profit or Loss**: Subgrantee does these (check valid items):

- ☒ Hires, directs, pays assistants
- ☐ Has equipment, facilities
- ☐ Has a continuing and recurring liability
- ☒ Performs specific jobs for prices agreed-upon in advance
- ☐ Lists services in Business Directory
- ☐ Other (explain) _____

☐ **Work for Multiple Employers**: Subgrantee may perform services for more than one employer simultaneously, unless otherwise noted.

☐ **Services Available to the General Public** (check valid items):

- ☐ Maintains an office
- ☐ Business license
- ☐ Business signs
- ☐ Advertises services
- ☐ Lists services in Business Directory
- ☐ Other (explain) _____

☐ **Limited Right to Discharge**: Subgrantee not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).

☒ **No Compensation for Non-Completion**: Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

SUBGRANTEE:	DISTRICT:
Typed Name of Subgrantee **(same as page 1)**:	
TGR Foundation	**Anaheim Union High School District**
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Gyla Bell / Senior Director, Programs	
Authorized Signature:	Signature of Assistant Superintendent
Gyla R Bell	
Street Address:	Street Address:
One Tiger Woods Way	**501 Crescent Way, P.O. Box 3520**
City, State, Zip Code	City, State, Zip Code
Anaheim, CA 92801	**Anaheim, CA 92803-3520**
Date:	Date:
May 24, 2022	6/17/22

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	
Partnership:	
Other/Specify:	Community Based Organization 501c3

Social Security Number*	or	Federal Identification Number*
		20-0677815

*Or, initial below:

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

Telephone Number:	E-mail Address:

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

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:		Date:	5/25/22

ANAHEIM UNION HIGH SCHOOL DISTRICT
AIME WORK-BASED LEARNING
AGREEMENT FOR AFFILIATION
with

Caterina's Club

THIS WORK BASED LEARNING AGREEMENT ("Agreement") is entered into this 6th day of May 2022, by and between Caterina's Club, 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 May 6th, 2022, and ending May 5th, 2025, 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: 6/17/22

AFFILIATE

Caterina's Club
_____
(Company Name)

By  _____
(Signature)

Name (Print) Iris Castillo _____

Associate Executive Director
_____
(Designate Official Capacity)

Date: 5/10/22 _____

Affiliate's Address:

451 W. Lincoln Ave., Suite 251
_____

Anaheim, CA 92805
_____

Affiliate's Phone Number: (657) 201-3278 _____

ANAHEIM UNION HIGH SCHOOL DISTRICT
AIME WORK-BASED LEARNING
AGREEMENT FOR AFFILIATION
with

AT Solutions Group, LLC

THIS WORK BASED LEARNING AGREEMENT ("Agreement") is entered into this 6th day of May 2022, by and between AT Solutions Group, LLC, 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:

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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.

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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.

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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: 6/17/22

AFFILIATE

AT Solutions Group, LLC
(Company Name)

By _____
(Signature)

Name (Print) Dang Vu

President
(Job Title)

Date: 5/1/2022

Affiliate's Address:

2445 McCabe Way #200
Irvine, CA 92617

Affiliate's Phone Number: 888-844-5705

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way – P.O. Box 3520
Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this (Board Approval Date):

16th	day of	June	2022

by and between

Youth Engage, LLC

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

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

WHEREAS such services and advice are not available at no cost from public agencies; and

WHEREAS Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Work with AUHSD Leadership Team to develop and implement improvements to the Career Preparedness Systems Framework (CPSF). Consultant will support leadership team in developing its CPSF Key Performance Indicators, project managing the different work streams, supporting individual staff, and holding team accountable to their KPIs. In addition, Consultant will support external marketing and communications for CPSF with foundations and media in support of the Superintendent.

Site/School:	District-wide	Funds (Cost Center):	General Funds

2. List of Other Supportive Staff or Consultants:

N/A

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	June 17, 2022

and shall diligently perform as specified and complete performance by:

Date:	June 30, 2023

Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

Information on Career Preparedness Systems Framework and its implementation in AUHSD

5. District shall pay Consultant the maximum amount of

$45,000

for services rendered

to # of people:	1	# hours per day:	4	# of days:	100

pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

   a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

8. This AGREEMENT is not assignable without written consent of the parties hereto.

9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.

10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.

11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

Youth Engage LLC will provide consulting support to help design, market and launch a Career Pathways Systems Framework Training and Design Lab. This project will seek funding from foundations and corporate donors and highlight the innovation and success of the CPSF framework throughout the state and country.

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

Youth Engage president and founder, Brian Brady, has 20 plus years of successful experience in developing proposals that receive funding and helping launch innovative educational programs. His experience and skills align with AUHSD's goal to design, market and launch the AUHSD training lab

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

Youth Engage will need weekly communications with the CPSF Director or other representatives from AUHSD

COMMON-LAW FACTORS
(IRS Revenue Rule 87-41)

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

☒ **No Instructions**: The consultant will not be required to follow explicit instructions to accomplish the job.

☒ **No Training**: The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.

☒ **Work Not Essential to the Employer**: The employer's success or continuation does not depend on the services of the consultant.

☒ **Right to Hire Others**: The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.

☒ **Control of Assistants**: Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.

☒ **Not a Continuing Relationship**: If frequent, will be at irregular intervals, on call, or whenever work is available.

☒ **Own Work Hours**: Consultant will establish work hours for the job.

☒ **Time to Pursue Other Work**: Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.

☒ **Job Location**: Consultant controls job location, under district discretion, whether on employer's site or not.

☒ **Order of Work**: Consultant, rather than employer, determines order or sequence of steps in performance of work.

☒ **No Interim Reports**: Only specific pre-determined reports defined in the consulting agreement.

☒ **Basis of Payment**: Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.

☒ **Business Expenses**: Consultant is responsible for incidental or special business expenses.

☒ **Tools and Equipment**: Consultant furnishes the identified tools and equipment needed for the job.

☒ **Significant Investment**: Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.

☒ **Possible Profit or Loss**: Consultant does these (check valid items):

- ☒ Hires, directs, pays assistants
- ☒ Has equipment, facilities
- ☒ Has a continuing and recurring liability
- ☒ Performs specific jobs for prices agreed-upon in advance
- ☒ Lists services in Business Directory
- ☐ Other (explain) _____

☒ **Work for Multiple Employers**: Consultant may perform services for more than one employer simultaneously, unless otherwise noted.

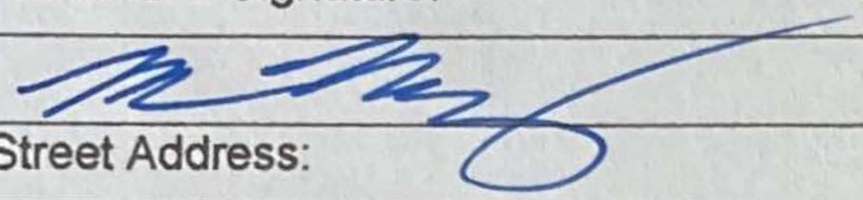
☒ **Services Available to the General Public** (check valid items):

- ☒ Maintains an office
- ☒ Business license
- ☐ Business signs
- ☒ Advertises services
- ☐ Lists services in Business Directory
- ☐ Other (explain) _____

☒ **Limited Right to Discharge**: Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).

☒ **No Compensation for Non-Completion**: Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:	**DISTRICT:**
Typed Name of consultant **(same as page 1)**:	
Youth Engage, LLC	**Anaheim Union High School District**
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Brian Brady	Jaron Fried, E.d.D
Authorized Signature:	Signature of Assistant Superintendent:
	
Street Address:	Street Address:
504 Lee St. #3	**501 Crescent Way, P.O. Box 3520**
City, State, Zip Code	City, State, Zip Code
Evanston, IL 60202	**Anaheim, CA 92803-3520**
Date:	Date:
5/25/22	**June 17, 2022**

Mark Appropriately:

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

Social Security Number*	or	Federal Identification Number*
[redacted]		

*Or, initial below:

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

Telephone Number:	E-mail Address:
773.439.9637	Brian.brady411@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:		Date:	May 31, 2022

EXHIBIT DDDD

Training Confirmation Agreement

Prepared for

Anaheim Union High School District

May 6, 2022

Capturing Kids' Hearts, 1199 Haywood Drive, College Station, TX 77845
800.316.4311 www.CapturingKidsHearts.org

Anaheim Union High School District
501 North Crescent Way
Anaheim, CA 92801

Thank you for selecting Capturing Kids' Hearts to provide your staff development needs. We look forward to serving you. Our goal is to provide you with a training that will both motivate and empower the participants to a new level of success.

This agreement is between The Flippen Group, L.L.C. doing business as Capturing Kids' Hearts ("COMPANY" or "Capturing Kids' Hearts") and Anaheim Union High School District ("CUSTOMER"). Please take a moment to review the information that follows and then sign and return this form to us promptly in order to confirm your training reservation.
.

SECTION 1 TRAINING INFORMATION

Product	Date and Time
Capturing Kids' Hearts 1™* Four, 2 consecutive-day training session(s) for up to 50 participants per session. Includes: • Access to the course training manual • Limited collection of foundational videos and resources in our online portal	June 21-22, 2022 July 12-13, 2022 August 1-2, 2022 August 22-23, 2022 8:00am-4:00pm (with one hour break for lunch each day)

SECTION 2 TRAINING SET-UP SPECIFICATIONS

Note: All facility details will need to be coordinated and funded by CUSTOMER. As you know, the environment in which the training is conducted impacts training effectiveness. To ensure outstanding results for those attending, we will need your help in arranging the facility based on the specifications found below.

- There are to be no more than 50 people per trainer because of group processes involved.
- As our training is a process, participants must attend all sessions consecutively and should not "come and go" to sessions. There are no make-up-days for training. Please invite participants who will be able to attend both days.
- A quiet and service-oriented facility should be selected for this type of training. We recommend that the training not be conducted on district or school properties.
- A meeting room should be selected that is at least 40' X 70' (or 2800 square feet) in size for every group of 50 people expected and should be set in a "Modified Chevron" shape (see appendix A) with no participant's back positioned toward the presenter.
- Each meeting room should allow space for two breakout sessions on the first day.
- Training cannot be in a long, narrow room.
- Each meeting room should comfortably seat all participants. Each meeting room should have comfortable chairs, good acoustics, and lighting that can be dimmed or brightened on demand.
- In order to provide a quality presentation, we will need the following pieces of equipment to be provided, set up, and tested for function in each meeting room prior to our arrival at training:
    - Speaker's table or podium

Authorized Signer Initials ____
Anaheim Union High School District

- Registration table for check-in needs
- 2 display tables inside the meeting room(s)
- Post-it style flipchart pad with easel and selection of colored markers
- Wireless lavaliere microphone
- Video projector, laptop, connections cables, remote, large screen and speaker system for both days

- Refreshments and light beverages need to be set up by CUSTOMER for the entire day for all participants (NO alcohol). Meals can be coordinated by CUSTOMER with facility or caterer of choice or left up to individuals on their own.

SECTION INVESTMENT

Contract Fee Minimum of $107,000
Travel Fee $7,600.00*
Additional charges (if applica le) A $400.00 fee will be charged per person over 50 participants (not to exceed 60). A $27,500.00 fee will be charged if group size exceeds 60 people as another trainer will be needed and is subject to availability.

**Travel packages will be billed at rate of $1,250.00 for one-day events, $1,900.00 for two-day events and $2,250.00 for three-day events (per trainer). Travel rates are subject to change. Travel expenses that Capturing Kids' Hearts has incurred and that must be cancelled as a result of rescheduling or cancelling of a service without two weeks' notice, may result in an extra charge to your organization.*

SECTION 4 PAYMENT POLICIES

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- Purchase order is required 45 days prior to each scheduled event.
- The fee for each service, including travel (if applicable), will be billed when services are rendered.
- Invoices are due upon receipt. Please make all checks payable to Capturing Kids' Hearts.

SECTION EVENT CONFIRMATION

- Both parties will consider this program confirmed upon the signing of this agreement prior to May 11, 2022. Upon execution of this Agreement, Capturing Kids' Hearts will reserve your function at the exclusion of all other business opportunities.
- CUSTOMER grants Capturing Kids' Hearts permission to contact its employees and or faculty members via email.

SECTION 6 RESCHEDULING/CANCELLATION POLICY

- Capturing Kids' Hearts can honor rescheduling requests 90 days or more before the first day of the event at no penalty and can be rescheduled for another time based on availability.
- Should CUSTOMER notify Capturing Kids' Hearts less than 90 days before the first day of the event, then both parties understand this event has been cancelled and the full contract fee will be assessed.
- Force Majeure: Neither party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or telephone service], and no other Party will have a right to terminate this Agreement in such circumstances.
- Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or

actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

SECTION 7 INTELLECTUAL PROPERTY POLICY

- Capturing Kids' Hearts intellectual property is a crucial part of providing training materials and consulting services to its clients and Capturing Kids' Hearts could not continue its work if its clients did not honor and respect the COMPANY's intellectual property rights. None of our work or work product is done on a "work for hire" basis, and all of our material and work product is owned exclusively by Capturing Kids' Hearts and is subject to one or more of the following: copyright, trademark, patent, license, or trade secret. Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of Capturing Kids' Hearts. By entering into this agreement, you are expressly acknowledging and agreeing to the matters set forth in this paragraph, and you are agreeing that none of the training materials, notebooks, videos, presentations, processes, concepts, or parts thereof may be used by you, for any purpose, without the express advance written consent of Capturing Kids' Hearts. In addition, you are agreeing to have any of your engaged contractors or subcontractors sign an agreement to protect Capturing Kids' Hearts intellectual property.
- Video and/or audio taping is strictly prohibited without prior written approval by Capturing Kids' Hearts.
- Media representatives are not allowed to attend training without prior written approval by Capturing Kids' Hearts.

SECTION 8 CONFIRMATION

I have read and understand the policies of Capturing Kids' Hearts as printed in this agreement, and, as the contact person for this training, I will endeavor to see that all policies and related details are understood and completed by all involved parties in the planning of this event.

Signed: _____ Date: 6/17/22
(CUSTOMER's Authorized representative)

Print Name: Dr. Jaron Fried Title: Assistant Superintendent, Ed. Division

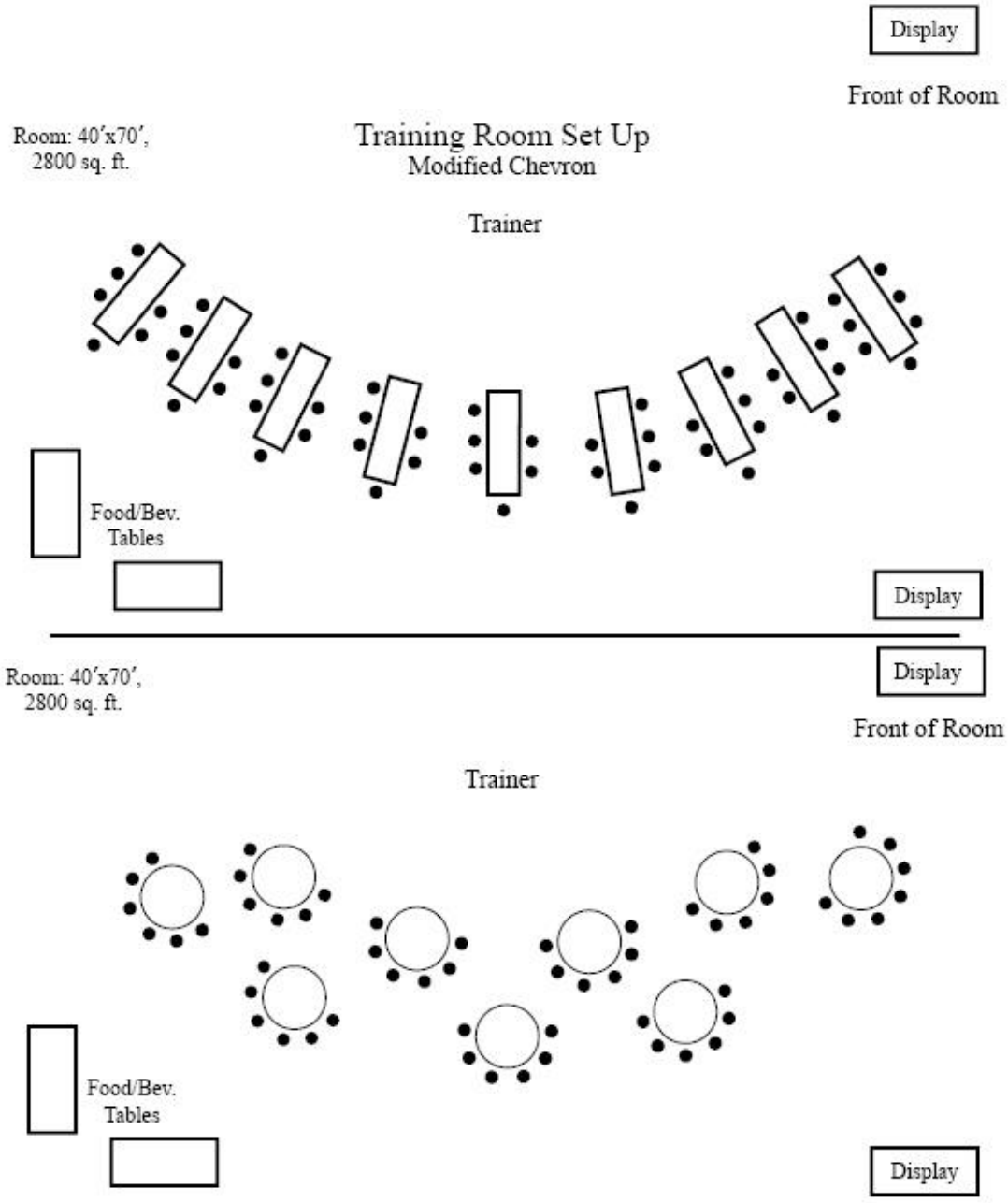
SECTION 9 CONTACT US

If you have any questions or need additional assistance, please do not hesitate to contact us.

Capturing Kids' Hearts
Attn: Angie Shoffner
Angie.Shoffner@capturingkidshearts.org
1199 Haywood Drive
College Station, TX 77845
Phone: 800-316-4311
Fax: 877-941-4700

APPENDI A

Capturing Kids' Hearts
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Please choose based on table type availability or if both table types available, please choose based on room shape/size to maximize walking/movement space for both the facilitator and participants.

Authorized Signer Initials ____
Anaheim Union High School District

Memorandum of Understanding Between

Anaheim Union High School District

And

Garden Grove Unified School District

2021-2022

It is hereby agreed by and between the Anaheim Union High School District (hereinafter referred to as the "Provider District") and the Garden Grove Unified School District (hereafter referred to as the "Sending District,") and collectively referred to herein as the "Parties," mutually agree as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. The Provider District operates the Regional and Specialized Programs to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning August 11, 2021, and ending June 30, 2022.

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 2021-2022 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:	Celeste Krueger
Title:	Director, Special Youth Services
Telephone:	714-999-3528
Fax:	714-999-0622

Sending District

School District:	Garden Grove Unified School District
Address:	10331 Stanford Ave.
City:	Garden Grove, CA 92840
Attn:	Valerie Shedd
Title:	Assistant Superintendent, Office of Special Ed.
Telephone:	(714)663-6233
Fax:	

18. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

19. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, Provider District agrees to hold harmless, indemnify and defend the Sending 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

6/17/22
Date

Date Approved by Provider District Board: 6/16/22

Garden Grove Unified School District
Sender District

By: _____
Authorized Agent Signature

Rick Nakano, Assistant Superintendent
Name/Title

4/20/2022
Date

Date Approved by Sender District Board: 4/19/2022

cc: SELPA

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AGREEMENT FOR PROVISION OF
EDUCATIONALLY RELATED MENTAL HEALTH SERVICES
BETWEEN
COUNTY OF ORANGE
AND
ANAHEIM UNION HIGH SCHOOL DISTRICT
JULY 1, 2022 THROUGH JUNE 30, 2023

THIS AGREEMENT is entered into this 1st day of July 2022, which date is enumerated for purposes of reference only, is by and between the County of Orange ("COUNTY") and the GREATER ANAHEIM SELPA Special Education Local Plan Area and ANAHEIM UNION HIGH SCHOOL DISTRICT (collectively "DISTRICT") (collectively "PARTIES") with respect to the provision of Educationally-Related Mental Health Services. For purposes of this Agreement, Educationally-Related Mental Health Services shall have the same meaning as listed in Exhibits A and B. This Agreement shall be administered by the ORANGE COUNTY Health Care Agency ("ADMINISTRATOR").

RECITALS

WHEREAS, the IDEA requires local educational agencies ("LEA"), including DISTRICT, to provide a free, appropriate public education ("FAPE") to eligible students with disabilities residing within its boundaries, and requires the provision of related services[1], including psychological services, social work services, and counseling services, as required to assist a child with a disability to benefit from special education.

WHEREAS, the 2011-2012 California Budget Act repealed parts of Chapter 26.5, Division 7, Title I of the Government Code which shifted the responsibility for providing Educationally Related Mental Health Services, including out-of-home residential services, from county mental health departments and county welfare departments to school districts.

WHEREAS, under State law, the COUNTY is obligated to provide medically necessary mental health services to eligible individuals under their Medi-Cal health plan, including seriously emotionally disturbed children in Orange County, who have qualifying mental health needs.

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[1] For the purposes of this agreement, "related services" includes services also referred to as Educationally Related Mental Health Services, but does not include Medication Management..

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WHEREAS, by this Agreement, DISTRICT ensures that Proposition 98, fiscal year 2022-23 State Budget Act funds, and IDEA funds are utilized so that special education pupils residing in the DISTRICT continue to be identified, assessed, and provided with Educationally Related Mental Health Services required by the IDEA.

WHEREAS, both the COUNTY and LEAs are interested in cost containment and the accuracy and transparency of invoicing for services.

WHEREAS, the Orange County Department of Education ("OCDE"), local school districts and COUNTY have a long history of working cooperatively to serve special education students and wish to continue that cooperative partnership under this Agreement.

OPERATIVE PRINCIPLES

A. Accordingly, and in light of the foregoing recitals, the Parties agree that this Agreement is to be implemented, interpreted, and viewed in light of the following Operative Principles:

1. DISTRICT is responsible under the IDEA for the provision of FAPE to eligible students, pursuant to 20 U.S.C. § 1401 (26), 34 C.F.R. § 300.34., and COUNTY is obligated under State law, to provide mental health services to eligible Medi-Cal beneficiaries in Orange County.

2. There is no federal IDEA obligation or state law obligation on the COUNTY to provide FAPE, and there is no federal or state law obligation for DISTRICT to provide mental health services that are not educationally related, and this Agreement is not intended to create any such obligations. This Agreement is not intended to make the COUNTY a "public agency" within the meaning of IDEA and/or subject to the IDEA's dispute resolution provisions.

3. Absent reinstatement of and appropriation of funding by the State for AB 3632 services, there is no statutory mandate on the COUNTY to provide AB 3632 services or on the DISTRICT to refer students to the COUNTY for mental health assessments and services under AB 3632.

4. The payment of funds to the COUNTY, as outlined in this Agreement, for provision of Educationally-Related Mental Health Services for special education pupils does not create a statutory obligation on the COUNTY to provide FAPE, and the COUNTY is not otherwise required to provide Educationally-Related Mental Health Services, except to the extent State law provides for the provision of the same or similar mental health services to the same or similar students.

B. NOW, THEREFORE, based on foregoing recitals, Operative Principles, and other mutual considerations and promises herein, the Parties agree as follows:

1. DISTRICT'S Provision of FAPE: It is understood and agreed the DISTRICT has the right and obligation under IDEA to determine Educationally-Related Mental Health Services needed for an eligible student to receive FAPE. The COUNTY will provide to the DISTRICT's designated students the services detailed in Exhibit A and/or Exhibit B for fiscal year 2022-23 and pursuant to this Agreement

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only. DISTRICT may use the COUNTY to provide Educationally-Related Mental Health Services or may independently, or through a third party vendor, provide for Educationally-Related Mental Health Services. DISTRICT shall bear the costs of and pay the COUNTY for the provision of Educationally-Related Mental Health Services provided, in accordance with this Agreement, to DISTRICT students; the COUNTY will not bill DISTRICT to the extent that any such services are paid for by other State or federal funding sources, specifically Medi-Cal and EPSDT.

2. Funding and Reimbursement: To the extent legally permissible, the COUNTY will identify and use Medi-Cal, Early and Periodic Screening, Diagnosis, and Treatment ("EPSDT"), and any other state or federal funding sources designated for the provision of specialty mental health services to children who may also qualify for services under the IDEA in providing Educationally-Related Mental Health Services under this Agreement. DISTRICT will reimburse the COUNTY for any costs incurred in providing educationally necessary mental health assessments and services to students hereunder which exceeds alternate funding, or for Medi-Cal eligible students that do not meet medical necessity for specialty mental health services.

3. Cooperation in Administrative Proceedings: Although the COUNTY will not be named by the DISTRICT as a party to due process proceedings under the IDEA's procedural safeguards, the COUNTY agrees to cooperate with the DISTRICT for all administrative or other legal proceedings involving special education students receiving services from the COUNTY pursuant to this Agreement. The COUNTY will ensure that relevant staff are available, when possible, and will provide copies of source documents related to services provided under terms of this Agreement to the extent permitted by law with appropriate written permissions from parents/guardians. COUNTY staff will bill time under the case management rate.

4. Referrals and Assessment Reports:

a. DISTRICT may refer students, as determined by the DISTRICT, with suspected educationally-related mental health needs arising from a qualifying IDEA disability to the COUNTY for mental health assessment within ten days of DISTRICT's receipt of signed consent from the parent/guardian, and the COUNTY will process and complete the assessment within the IDEA timeline. If DISTRICT does not forward the referral information within ten days of receipt of written consent (not counting days between the pupil's regular school sessions, terms, or days of school vacation in excess of five schooldays) from the parent/guardian, COUNTY has the option of requesting an extension of the timeline. DISTRICT will provide a "Referral Packet" that includes a statement of the student's problems, all necessary assessment reports, background information, signed consents and releases, and any other relevant information as set forth in the IDEA and California Education Code.

b. The COUNTY will attend related Individual Education Program ("IEP") meetings if requested by DISTRICT.

c. For services provided under Exhibit A, the COUNTY's assessment will result in a report that will include recommendations for specific mental health services or no mental health services, and

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the assessment report will be submitted to the DISTRICT within a minimum of three (3) working days prior to the IEP. Such recommendations will only be advisory to and not otherwise binding upon the DISTRICT. Consultation with the COUNTY regarding any recommendations or parts of the assessment could be made available by contacting the Service Chief from the service region to which the referral was made. See Exhibit C for contact information.

d. For services provided under Exhibit B, the COUNTY's assessment will result in a report that recommends either placement in a residential treatment facility or other mental health services as appropriate, and the assessment report will be submitted to the DISTRICT within a minimum of three working days prior to the IEP. COUNTY's recommendations will only be advisory to, and not otherwise binding upon, the DISTRICT.

5. HCA's Provision of Services:

a. Educationally-Related Mental Health Services for eligible students, as referenced in this AGREEMENT, are defined in Exhibits A and B of this Agreement.

b. As part of this Agreement, each district may select a package of services from both Exhibit A and Exhibit B, or, from either Exhibit A or Exhibit B. The services described in Exhibit A and/or Exhibit B will be provided as needed for eligible children with qualifying disabilities, as defined under the IDEA, in paragraph (3) of Section 1401 of Title 20 of the United States Code. Services provided by the COUNTY under this Agreement will be dependent upon the Exhibit(s) selected by the DISTRICT. DISTRICT must make its selection by marking the box or boxes below, indicating which mental health services the DISTRICT wishes the COUNTY to provide as part of this Agreement:

1) ☒ EXHIBIT A: Outpatient Services (for students not placed residentially)

2) ☐ EXHIBIT B: Residential Placement Services

c. The COUNTY will provide Educationally-Related Mental Health Services listed in Exhibit A and/or Exhibit B as long as the student remains enrolled in a school district that has entered into this Agreement for such services. In cases where a student is identified as being no longer enrolled in the school district that has entered into this Agreement, such services will be transferred to the new school district of responsibility. Examples of these types of cases may include, but are not limited to, the following: a student who matriculates to another school district that has not entered into this Agreement, a student who changes residence, a student that discharges from residential placement (and requires a service that is not included as part of this Agreement), or a student who remains in residential placement but matriculates into another school district that has not entered into this Agreement.

1) A minimum of one therapeutic termination session may be needed for each student that moves to a school district that has not entered into this Agreement, as well as case management services to link the parent to the new district representative handling the IEP related mental health services.

2) DISTRICT will inform the COUNTY in a timely manner, and by means of written or electronic notification, that a student has graduated, matriculated out of the DISTRICT, or moved to another district. DISTRICT will also inform the COUNTY in a timely manner when Educationally-

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Related Mental Health Services are removed or dropped from the student's IEP. Failure of DISTRICT to provide evidence to the COUNTY of either written or electronic notification of the student's graduation, matriculation, termination of services from the IEP and/or move shall make DISTRICT of origin responsible for costs of all services provided up to the day of notification. Notification shall be sent to CYBH Administration and the appropriate Service Chief.

d. The COUNTY agrees to provide cumulative monthly "IEP related Detail Service Reports" to DISTRICT to review and validate that HCA's Integrated Records Information System ("IRIS") has eligible students documented in the correct district of residence, per the most current IEP found in the county mental health record. These reports will be delivered to DISTRICTs via secured e-mail approximately twenty-one (21) days from the last day of the month. DISTRICTS will have approximately fourteen (14) days to submit corrections to HCA's designated staff member.

e. Funding and/or reimbursement received by the COUNTY, from sources other than DISTRICT, for Educationally-Related Mental Health Services will offset any amount DISTRICT is required to fund under this Agreement. The accounting of expenditures to DISTRICT will reflect the cost of services and the units of service billed to Medi-Cal and EPSDT.

f. The COUNTY shall bill DISTRICT for services based on invoices that itemize the service function code, units of services and rate per unit. The rate per unit is as follows:

1) Case Management (Outpatient): $10.44 per minute,

2) Collateral Services: $6.45 per minute,

3) Assessment: $6.95 per minute,

4) Individual Therapy: $6.48 per minute, and

5) For Placement Services provided to clients in Out-of-State Group Homes, DISTRICT shall reimburse the COUNTY for time spent involved with activities noted in Exhibit B at the case management rate of $10.44 per minute and will include a pro-rated share of travel costs that will include car rental and fuel, airfare, lodging, and meals.

g. Medication management is not a service included in this Agreement.

h. If there are any billing errors, the costs will be revised through a reconciliation process.

i. For each service provided, as described in Exhibits A and B, documentation time and travel time (when necessary to gain access to student) will be included in the claim for that service, but broken out in the monthly report. The County shall bill the District for documentation and travel time at the case management rate.

6. Residential Placement: The COUNTY will make recommendations directly to DISTRICT for students appearing to need residential placement prior to the IEP meeting. The COUNTY's recommendation will be advisory. The COUNTY's report will be given to DISTRICT a minimum of three (3) working days prior to the IEP. The DISTRICT will review the report with parents at the IEP meeting. The COUNTY report will be considered an educational record as federal and state laws allow. DISTRICT will be responsible for making all payments to residential treatment facilities for the board

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and care, education, and educationally related mental health treatment costs of students placed from their DISTRICT.

7. Reimbursement of Educationally-Related Mental Health Services: DISTRICT will provide reimbursement to the COUNTY for the provision of Educationally-Related Mental Health Services, as outlined in Exhibits A and/or B, at the rates listed in Subparagraph 5.g, above.

a. DISTRICT will reimburse the COUNTY for Costs within forty-five (45) days of receipt of submitted claims (as set forth more specifically in paragraph 8 below) subject to review by the School District.

b. The COUNTY agrees that their billing system will clearly set forth the name of the student, date of birth, the school district of residence, the dates and times of services provided and a description of the services that is satisfactory to DISTRICT.

c. The COUNTY agrees to quickly resolve all billing disputes. Proof of the correction of billing disputes shall be provided to DISTRICT within thirty (30) days. Proof of the correction will be set forth in a written document listing the corrections and provided to DISTRICT within 30 days.

d. The COUNTY agrees to provide copies of audits performed by State or other regulatory entities under which it operates related to claims for reimbursement of Educationally Related Mental Health Services, upon a request made by the Orange County Department of Education. To the extent permitted by law, audit results will be kept confidential among the parties to this Agreement.

8. Submission of Claims:

a. The COUNTY will submit a claim for services under this Agreement quarterly, within thirty days of the end of each quarter, using the state fiscal year of July through June. The claim shall include a detailed report of cost of services provided to each district's student(s). This report will include information from those Encounter Documents (ED) entered into the COUNTY'S Integrated Records and Information System (IRIS) at the time the report is generated. DISTRICT shall reimburse the COUNTY, at the agreed to rate, for all costs incurred in providing Educationally-Related Mental Health Services which are not reimbursed by other funding sources. Payment must be received within forty-five days of the claim.

b. The COUNTY will provide a final reconciliation to DISTRICT by December 1, 2023 or sooner if possible.

c. The COUNTY quarterly claims will be mailed to DISTRICT at the following address:

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

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d. Checks should be mailed to COUNTY at the following address:

CEO Treasurer Unit
Attn: HCA School District Reimbursement
P.O. Box 4005
Santa Ana, CA 92702-4005

9. Mailing of Reports: Monthly and semi-annual service reports will be mailed to DISTRICT at the following address:

Anaheim Union High School District	Greater Anaheim SELPA
501 N. Crescent Way	7300 La Palma, Bldg. 6
Anaheim, CA 92801	Buena Park, CA 90620

10. Privacy: The COUNTY and DISTRICT acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109, students records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g; and under provisions of state law relating to privacy of student information. The COUNTY and DISTRICT shall ensure that all activities and communications undertaken under this Agreement will conform to the requirements of these laws.

11. Modification: This Agreement shall not be modified or amended without the mutual written consent of the Parties.

12. Integration: This Agreement represents the entire understanding of DISTRICT and the COUNTY as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing and signed by both Parties hereto. This is an integrated Agreement.

13. Indemnity:

a. DISTRICT agrees to indemnify, defend with counsel approved in writing by COUNTY, which approval shall not be unreasonably withheld, its elected and appointed officials, officers, employees, agents, and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board (COUNTY INDEMNITEES), if applicable, harmless from any claims, demands or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to the performance of this Agreement by DISTRICT but only in proportion to and to the extent such claims, demands, or liability are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, employees, or agents.

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b. COUNTY agrees to indemnify, defend and hold DISTRICT, its appointed officials, officers, employees, and agents harmless from any claims, demands or liability of any kind or nature, including, but not limited to personal injury or property damage, arising from or related to the performance of this Agreement by COUNTY, but only in proportion to and to the extent such claims, demands, or liability, including defense costs, are caused by or result from the negligent or intentional acts or omissions of COUNTY, its offices, employees, or agents.

c. If judgment is entered against DISTRICT and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, DISTRICT and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

14. Laws and Venue: This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California, unless otherwise specifically provided for under California law.

15. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than DISTRICT and the COUNTY.

16. Severability: The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

17. Term: This Agreement shall cover the period of July 1, 2022 through June 30, 2023.

18. Termination: Either party may terminate this Agreement, without cause, upon thirty (30) days written notice given to the other party.

19. Dispute Resolution: The COUNTY and DISTRICT agree that resolution of disputes on the implementation of this Agreement will be initially conducted through collaborative efforts between the Parties. In the event a collaborative resolution cannot be achieved, the Parties agree that Title 5 of the California Code of Regulations at §4600, et seq. relating to "Uniform Complaint Procedures" will be applied.

20. Default Force Majeure:

a. Neither party shall be deemed to be in default of the terms of this Agreement if either party is prevented from performing its terms by causes beyond its control, including without being limited to: acts of God; any laws and/or regulations of State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause for delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance of the terms of this Agreement.

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b. Neither party shall be liable for any excess costs if the failure to perform the Agreement arises from any of the contingencies listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers in the County of Orange, California.

ANAHEIM UNION HIGH SCHOOL DISTRICT

BY: _____ DATED: 6/17/22

Dr. Jaron Fried

TITLE: Assistant Superintendent, Ed. Division

COUNTY OF ORANGE

DocuSigned by:
BY: Mindy Winterswyk DATED: 5/17/2022
D2F3EE8A96A84E8...

HEALTH CARE AGENCY

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

DocuSigned by:
BY: Massoud Shamel DATED: 5/17/2022
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EXHIBIT A
TO AGREEMENT FOR PROVISION OF
EDUCATIONALLY RELATED MENTAL HEALTH SERVICES
BETWEEN
COUNTY OF ORANGE
AND
ANAHEIM UNION HIGH SCHOOL DISTRICT
JULY 1, 2022 THROUGH JUNE 30, 2023

DESCRIPTION OF OUTPATIENT SERVICES TO BE PERFORMED BY THE COUNTY

Outpatient Services: Outpatient Services are defined as follows:

A. Assessment:

1. Initial Assessment/Re-Assessment Services: This includes, but is not limited to, clinical analysis of the pertinent history related to the current status of the student's mental, emotional, or behavior condition; interviews with significant persons in the student's life; interview(s) with student (when possible); and consultation with school district personnel.

2. Annual Assessments: This consists of re-assessments required to re-assess a student to determine eligibility for mental health services under the IDEA and/or to determine the appropriate composition of such services (for students that have Medi-Cal as a health plan only).

B. Mental Health Services – Mental Health Services[2] shall include:

1. Individual Therapy: Individual Therapy includes those therapeutic interventions consistent with the student's IEP mental health goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual, face-to-face without any other person or family member present.

2. Collateral Services: Collateral Services consists of contact with one or more significant support persons in the life of the student which are determined by student's IEP team to be necessary to address the student's IEP mental health goals and which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the student's condition and involving them in service planning and implementation of service plan(s). Family counseling or therapy which is provided on behalf of the student is considered collateral.

3. Family Therapy: Family Therapy consists of contact with the student and one or more family members and/or significant support persons that address a student's IEP mental health goals. Services shall focus on the care and management of the student's mental health conditions within the family system.

[2] Mental Health Services include driving time if service is provided offsite from clinic.

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C. Case Management – Case Management Services are activities that are provided by staff to access medical, educational, social, prevocational, vocational, rehabilitative, or other needed educationally-related services for eligible students. Services may include the following:

1. Linkage and Coordination: Includes the identification and pursuit of resources needed for provision of a free and appropriate public education to a student, including, but not limited to the following:

a. Inter-and intra-agency communication, coordination, and referral, including reports to Child Protective Services;

b. Monitoring service delivery to ensure an individual's access to services;

c. Attending IEPs and legal proceedings as requested by DISTRICT or as required by subpoena; and

d. Travel and documentation time.

2. Plan Development: Plan Development consists of the following that address a student's mental health goals:

a. When staffs develop Client Plans, approve Client Plans, and/or monitor a client's progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or program goals, with a client or family member and/or significant support persons to obtain signatures on the Client Plan, and, if needed, have the Client Plan reviewed and signed by a licensed/waivered/registered clinician.

b. When staff meet to discuss the student's clinical response to the Client Plan or to consider alternative interventions.

c. When staffs communicate with other professionals to elicit and evaluate their impressions (e.g. probation officer, teachers, social workers) of the student's clinical progress toward achieving their Client Plan goals, their response to interventions, or improving or maintaining client's functioning.

Services will be provided in person if clinically necessary or upon specific request by the client/parent(s). Alternatively, services may be provided via telephonic or telehealth (virtual) technology or methods.

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
EDUCATIONALLY RELATED MENTAL HEALTH SERVICES
BETWEEN
COUNTY OF ORANGE
AND
ANAHEIM UNION HIGH SCHOOL DISTRICT
JULY 1, 2022 THROUGH JUNE 30, 2023

DESCRIPTION OF RESIDENTIAL PLACEMENT SERVICES TO BE PERFORMED BY THE COUNTY

Residential Services: Residential Placement Services are defined as supportive assistance to the individual in the assessment, determination of need, and securing adequate and appropriate living arrangements that are needed for the student to receive a free and appropriate public education.

A. Assessment for Residential Placement:

1. Initial Assessment/Re-Assessment Services: This includes clinical analysis of the pertinent history related to the current status of the student's mental, emotional or behavior condition.

2. Annual Assessments: This consists of re-assessments required to re-assess a student to determine eligibility for mental health services under the IDEA and/or to determine the appropriate composition of such services (for students that have Medi-Cal as a health plan only).

B. Residential Case Management:

1. Placement Search: Identifying and making a recommendation to the Individualized Education Program Team (IEPT) for an appropriate residential treatment center.

2. Placement Admission: Accessing services necessary to secure placement including, but not limited to, assisting school districts to obtain the Interstate Compact for the Placement of Children (ICPC) approval when necessary, including preparation of documentation and coordination with Orange County Social Services Agency, Orange County Probation Department, and school district staff to obtain information and documentation required by the ICPC. By assisting in this manner, the COUNTY, or its individual staff members, in no way intend to become the "sending agency" as defined by the law that governs the ICPC.

3. Residential Case Management Visits: Traveling to placement facility to provide face-to-face visits with the student three (3) times per year, or as authorized by the IEPT. In addition, visits will include contact with staff, a review of records, and documentation of visit. Further, other methods of conducting out-of-state placement monitoring activities will be considered if necessary or requested by the IEPT (e.g. remote, virtual tours and visits if made available by the RTC).

4. Placement Discharge: Assisting the client and family to terminate services from the residential treatment facility and transition to a continuity of care as directed by the IEPT.

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5. IEP Attendance: Where necessary, as determined by the DISTRICT, the COUNTY case manager will attend IEPs for designated individuals being served.

6. Progress Summary Report: A brief report will be provide to each school district which includes name of placement, student identifying information, educational progress, mental health treatment progress, medications, Special Incident Reports, condition of the facility, and transition/discharge plan information. Alternative summary reports or forms will be completed to the extent made possible by the placement facility to meet the Local Educational Agency's (LEA's) or School District's NPS/NPA onsite monitoring obligations.

Services will be provided in person if clinically necessary or upon specific request by the client/parent(s). Alternatively, services may be provided via telephonic or telehealth (virtual) technology or methods.

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
EDUCATIONALLY RELATED MENTAL HEALTH SERVICES
BETWEEN
COUNTY OF ORANGE
AND
ANAHEIM UNION HIGH SCHOOL DISTRICT
JULY 1, 2022 THROUGH JUNE 30, 2023

LIST OF HCA/CYBH SERVICE CHIEFS

North Region:	**Veronica De Fernandez, MFT II** **120 S. State College Blvd., Suite 150** Phone Number: 714-577-5400 Email: vdefernandez@ochca.com
West Region:	**Claudia Garcia, LCSW**14140 Beach Blvd., Ste. 155, Westminster, CA 92683 Phone Number: 714-896-7556 Email: cgarcia@ochca.com
East Region:	**Janice Coniglio, LCSW** 1200 N. Main St., Ste. 500, Santa Ana, CA 92701 Phone Number: 714-480-6600 Email: jconiglio@ochca.com
South Region: **(Costa Mesa)** **(Laguna Beach)**	**Victor Cota, DSW** 3115 Red Hill Ave., Costa Mesa, CA 92626 Phone Number: 714-850-8408 Email: vcota@ochca.com **Linda Rappaport, LCSW** 21632 Wesley Dr., Laguna Beach, CA 92651 Phone Number: 949-499-5346 Email: lrappaport@ochca.com
HCA/CYBH Educationally Related Mental Health Services Program Manager:	**Nathan Lopez, Ph.D.** 405 W. 5th Street, Ste. 590, Santa Ana, CA 92701 Phone Number: 714-834-5678 Email: nlopez@ochca.com

Instructional Materials Submitted for Adoption
Thursday, June 16, 2022
May 6, 2022-June 16, 2022

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Career Technical Education	Basic	Graphic Communications (CE100)	9-12	*Adobe Photoshop*	Adobe Press
Career Technical Education	Basic	Graphic Communications (CE100)	9-12	*Adobe Illustrator*	Adobe Press
Career Technical Education-Business & Finance	Suppl.	Cultural Competency for Business (Multicultural Marketing Ethnic Studies) (CE9190)	10-12	*The Big Shift: Redefining Marketing in a Multicultural America*	Bublish Inc.
Career Technical Education-Business & Finance	Suppl.	Cultural Competency for Business (Multicultural Marketing Ethnic Studies) (CE9190)	10-12	*Orange County*	Scribner
Career Technical Education-Business & Finance	Suppl.	Cultural Competency for Business (Multicultural Marketing Ethnic Studies) (CE9190)	10-12	*Multicultural Intelligence*	Paramount Market Publishing, Inc.
English	Suppl.	English 1, English 2 (EN100) (EN200)	9-10	*American Street*	Balzer & Bray-HerperCollins
English	Suppl.	The Racial and Social Justice of Ethnic Studies (EN9391)	11-12	*Between the World and Me*	One World
English	Suppl.	English 3, English 4 (EN300) (EN400)	11-12	*Born a Crime*	One World
English	Suppl.	The Racial and Social Justice of Ethnic Studies (EN9391)	11-12	*The Good Immigrant: 26 Writers Reflect on America*	Little, Brown and Company

English	Suppl.	The Racial and Social Justice of Ethnic Studies (EN9391)	11-12	*The Refugees*	Grove Press
English	Suppl.	The Racial and Social Justice of Ethnic Studies (EN9391)	11-12	*Women, Race and Class*	Knopf Doubleday Publishing Group
English Language Arts	Suppl.	English 7, English 8 (EN700) (EN800)	7-8	*The House in the Cerulean Sea*	Tom Doherty Associates Book
English Language Arts	Suppl.	English 7, English 8 (EN700) (EN800)	7-8	*Miles Morales: The Ultimate Spider-Man*	Marvel
English Language Arts	Suppl.	English 7, English 8 (EN700) (EN800)	7-8	*Other Words for Home*	Balazar & Bray
English Language Arts	Suppl.	English 7, English 8 (EN700) (EN800)	7-8	*The Prince and the Dressmaker*	First Second
English Language Arts	Suppl.	English 7, English 8 (EN700) (EN800)	7-8	*Revolution is not a Dinner Party*	Henry Holt and Company
English Language Arts	Suppl.	English 7, English 8 (EN700) (EN800)	7-8	*Speak: The Graphic Novel*	Farrar Straus
Social Studies	Suppl.	Korean American Stories, Experience & Studies (SS911P)	9-12	*Korean Americans a Concise History*	YOK Center
World Languages	Suppl.	Spanish 1 with Embedded Ethnic Studies (WL9190)	9-12	*Cesar Chavez (DVD)*	Canana Films
World Languages	Suppl.	Spanish 1 with Embedded Ethnic Studies (WL9190)	9-12	*The Conquistadors (DVD)*	PBS

World Languages	Suppl.	Spanish 1 with Embedded Ethnic Studies (WL9190)	9-12	*The Harvest/ La Cosecha (DVD)*	Shine Global
World Languages	Suppl.	Spanish 1 with Embedded Ethnic Studies (WL9190)	9-12	*Native America (DVD)*	PBS
World Languages	Suppl.	Spanish 1 with Embedded Ethnic Studies (WL9190)	9-12	*Stories from Latin America*	Mc Graw Hill
World Languages	Suppl.	Spanish 1 with Embedded Ethnic Studies (WL9190)	9-12	*Stories From Mexico*	Mc Graw Hill

Instructional Materials Submitted for Display
Thursday, June 16, 2022
June 17-July 14, 2022

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Career Technical Education	Basic	Digital Animation (CE103)	9-12	*Adobe Animate*	Adobe Press
English	Suppl.	AP English Language Communication (EN301)	11	*Invisible Man*	Vintage Books
English	Suppl.	The Racial and Social Justice of Ethnic Studies (EN9391)	11-12	*Just Like Us*	Scribner
English	Suppl.	English 2 (EN200)	10	*The Marrow Thieves*	DCB
English	Suppl.	English 2, English 3 (EN200), (EN300)	10-11	*On Tyranny (Graphic Edition)*	Ten Speed Press
English	Suppl.	English 2 (EN200)	10	*We are Not Free*	Houghton Mifflin Harcourt
English	Suppl.	English 1 (EN100)	9	*You Should See Me in A Crown*	Push
English Language Arts	Suppl.	English 7, English 8 (EN700), (EN800)	7-8	*Born a Crime: Young Reader's Edition*	Yearling
English Language Arts	Suppl.	English 7, English 8 (EN700), (EN800)	7-8	*The Boy at the Back of the Class*	Yearling

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
English Language Arts	Suppl.	English 7, English 8 (EN700), (EN800)	7-8	*Hello, Universe*	Greenwillow Books
English Language Arts	Suppl.	English 7, English 8 (EN700), (EN800)	7-8	*Moon of the Crusted Snow*	ECW Press
English Language Arts	Suppl.	English 7, English 8 (EN700), (EN800)	7-8	*Pet*	Knopf
Social Science	Suppl.	Multicultural Awareness (ND731)	7-8	*A Different Mirror for Young People*	Tringle Square
Social Science	Suppl.	Asian American Studies (SS912P)	9-12	*The Making of Asian America*	Simon & Schuster Paperbacks
World Languages	Basic	AP Spanish Literature/Culture (WL403)	9-12	Azulejo: Anthology & Guide to the AP Spanish and Culture Course	Wayside Publishing
World Languages	Suppl.	Spanish 1 W/Embedded Ethnic Studies (WL9190)	9-12	*Stories From Puerto Rico/Historias de Puerto Rico*	McGraw Hill
World Languages	Basic	AP Spanish Language/Culture (WL402)	9-12	*Temas: AP Spanish Language & Culture*	Vista Higher Learning

2022-2023 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2022.**

Anaheim Union High School District School District/Governing Board at its June 16, 2022 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2022-2023 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Anaheim High School
NAME OF REPRESENTATIVE Ruben Calleros POSITION Principal
ADDRESS 811 W. Lincoln Ave. CITY Anaheim ZIP 92805
PHONE 714-999-3717 FAX 714-772-6537 E-MAIL calleros_r@auhsd.us

****

NAME OF SCHOOL Cypress High School
NAME OF REPRESENTATIVE Jennifer Brown POSITION Principal
ADDRESS 9801 Valley View St. CITY Cypress ZIP 90630
PHONE 714-220-4144 FAX 714-220-4174 E-MAIL brown_j@auhsd.us

****

NAME OF SCHOOL Katella High School
NAME OF REPRESENTATIVE Chuck Hernandez POSITION Principal
ADDRESS 2200 E. Wagner Ave. CITY Anaheim ZIP 92806
PHONE 714-999-3621 FAX 714-535-3991 E-MAIL hernandez_ch@auhsd.us

****

NAME OF SCHOOL Kennedy High School
NAME OF REPRESENTATIVE Adam Hernandez POSITION Principal
ADDRESS 8281 Walker St. CITY La Palma ZIP 90623
PHONE 714-220-4101 FAX 714-995-1833 E-MAIL hernandez_adam@auhsd.us

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Jaron Fried Signature _____

Address 501 Crescent Way City Anaheim Zip 92801

Phone 714-999-3557 FAX 714-520-9754

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.

SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.

2022-2023 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2022.**

Anaheim Union High School District School District/Governing Board at its June 16, 2022 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2022-2023 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Loara High School
NAME OF REPRESENTATIVE Gary Brown POSITION Principal
ADDRESS 1765 W. Cerritos Ave. CITY Anaheim ZIP 92804
PHONE 714-999-3677 FAX 714-999-3703 E-MAIL brown_g@auhsd.us

****

NAME OF SCHOOL Magnolia High School
NAME OF REPRESENTATIVE Aaron Chau POSITION Principal
ADDRESS 2450 W. Ball Rd. CITY Anaheim ZIP 92804
PHONE 714-220-4221 FAX 714-220-4233 E-MAIL chau_a@auhsd.us

****

NAME OF SCHOOL Oxford Academy
NAME OF REPRESENTATIVE Amber Houston POSITION Principal
ADDRESS 5172 Orange Ave. CITY Cypress ZIP 90630
PHONE 714-220-3055 FAX 714-527-7128 E-MAIL houston_a@auhsd.us

****

NAME OF SCHOOL Savanna High School
NAME OF REPRESENTATIVE Mike Pooley POSITION Principal
ADDRESS 301 N. Gilbert St. CITY Anaheim ZIP 92801
PHONE 714-220-4262 FAX 714-995-2544 E-MAIL pooley_m@auhsd.us

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Jaron Fried Signature _____

Address 501 Crescent Way City Anaheim Zip 92801

Phone 714-999-3557 FAX 714-520-9754

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.

SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.

2022-2023 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2022.**

Anaheim Union High School District School District/Governing Board at its June 16, 2022 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2022-2023 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Western High School
NAME OF REPRESENTATIVE Lorena Moreno POSITION Principal
ADDRESS 501 S. Western Ave. CITY Anaheim ZIP 92804
PHONE 714-220-4040 FAX 714-220-4027 E-MAIL moreno_l@auhsd.us

****

NAME OF SCHOOL
NAME OF REPRESENTATIVE POSITION
ADDRESS CITY ZIP
PHONE FAX E-MAIL

****

NAME OF SCHOOL
NAME OF REPRESENTATIVE POSITION
ADDRESS CITY ZIP
PHONE FAX E-MAIL

****

NAME OF SCHOOL
NAME OF REPRESENTATIVE POSITION
ADDRESS CITY ZIP
PHONE FAX E-MAIL

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Jaron Fried Signature _____

Address 501 Crescent Way City Anaheim Zip 92801

Phone 714-999-3557 FAX 714-520-9754

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.

SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.

Field Trip Report

Board of Trustees June 16, 2022

1. Anaheim High School: NJROTC (2 male students)
   Adviser/Lead Chaperone: John Marullo (male)

   To: San Diego, CA
   Dates: June 17, 2022 to June 22, 2022
   Purpose: Participate in the Sail Academy 2022
   Expenses: ASB/Club Fundraisers- registration, meals, accommodations
   Parent/Student- transportation

   Number of school days missed for this trip: 0
   Number of school days missed previously: 1
   Total number of days missed by this group: 1

2. Cypress High School: Varsity Boys Basketball (20 male students)
   Adviser/Lead Chaperone: Derek Mitchell (male)
   Chaperones: Tom Wong (male), Curtis Takimoto (male), and Benny Hoang (male)

   To: Westmont College, Santa Barbara, CA
   Dates: June 17, 2022 to June 19, 2022
   Purpose: Varsity Basketball Tournament
   Expenses: ASB/Club Fundraisers- registration
   Parent/Student- accommodations, transportation
   Booster Club- meals

   Number of school days missed for this trip: 0
   Number of school days missed previously: 0
   Total number of days missed by this group: 0

3. Kennedy High School: Future Business Leaders of America (FBLA) (1 female student)
   Adviser/Lead Chaperone: Beau Gasinski (male)
   Chaperone: Catherine Fog (female)

   To: Chicago, IL
   Dates: June 29, 2022 to July 3, 2022
   Purpose: Participate in the FBLA National Leadership Conference
   Expenses: ASB/Club Fundraisers- registration, meals, transportation, accommodations
   Parent/Student- registration, 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. Oxford Academy: Future Business Leaders of America (FBLA) (5 students- 2 male, 3 female)
   Adviser/Lead Chaperone: Mike Rylaarsdam (male)
   Chaperones: Beau Gasinski (male) and Catherine Fog (female)

   To: Chicago, IL
   Dates: June 29, 2022 to July 3, 2022
   Purpose: Participate in the FBLA National Leadership Conference
   Expenses: ASB/Club Fundraisers- registration, meals, transportation, accommodations
   Parent/Student- registration, 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: Future Business Leaders of America (FBLA) (2 male students)
   Adviser/Lead Chaperone: Mike Rylaarsdam (male)

   To: Moorpark College, Moorpark, CA
   Dates: June 24, 2022 to June 25, 2022
   Purpose: New Section Office Training for FBLA
   Expenses: ASB/Club Fundraisers- transportation
   Outside Source- registration, meals, accommodations

   Number of school days missed for this trip: 0
   Number of school days missed previously: 1
   Total number of days missed by this group: 1

6. Oxford Academy: Yearbook (18 students- 4 male, 14 female)
   Adviser/Lead Chaperone: Danielle Heath (female)
   Chaperones: Susan Stephans (female) and Randy Douthat (male)

   To: California State University Long Beach
   Dates: July 30, 2022 to August 2, 2022
   Purpose: Annual yearbook camp and training
   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

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way – P.O. Box 3520
Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this (Board Approval Date):

16th	day of	June 2022	

by and between

Monjaras & Wismeyer Group, Inc.

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

WHEREAS the District is in need of special services and advice:

WHEREAS such services and advice are not available at no cost from public agencies; and

WHEREAS Consultant is specially trained, experienced, and competent to provide the special services and advice required; and

WHEREAS such services are needed on a limited basis;

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

   Steve Monjaras, consultant, will provide development of essential function job analyses, facilitate accommodation meetings and manage return to work program.

Site/School:	As needed	Funds (Cost Center):	General Funds (1040)

2. List of Other Supportive Staff or Consultants:

   Regina De La Rosa, as needed.

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	July 1, 2022

and shall diligently perform as specified and complete performance by:

Date:	June 30, 2023

Consultant shall perform said services as an independent contractor calling and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

Human Resource personnel will provide job descriptions and other relevant information to setup and facilitate meetings with staff requiring accommodation.

5. District shall pay Consultant the maximum amount of

$10,000

for services rendered

to # of people:	As needed	# hours per day:	As needed	# of days:	As needed

pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.

7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

   a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

b. Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

8. This AGREEMENT is not assignable without written consent of the parties hereto.

9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.

10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.

11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

This agreement will improve the management of the District's return to work program and ensure proper documentation of the rights of employees and the District.

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

Consultant has unique knowledge and experience with the laws that govern the return to work program.

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

none

COMMON-LAW FACTORS
(IRS Revenue Rule 87-41)

Mark all items that are true for the intended Consultant:

[X] **No Instructions**: The consultant will not be required to follow explicit instructions to accomplish the job.

[X] **No Training**: The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.

[X] **Work Not Essential to the Employer**: The employer's success or continuation does not depend on the services of the consultant.

[X] **Right to Hire Others**: The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.

[X] **Control of Assistants**: Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.

[X] **Not a Continuing Relationship**: If frequent, will be at irregular intervals, on call, or whenever work is available.

[X] **Own Work Hours**: Consultant will establish work hours for the job.

[X] **Time to Pursue Other Work**: Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.

[X] **Job Location**: Consultant controls job location, under district discretion, whether on employer's site or not.

[X] **Order of Work**: Consultant, rather than employer, determines order or sequence of steps in performance of work.

[X] **No Interim Reports**: Only specific pre-determined reports defined in the consulting agreement.

[X] **Basis of Payment**: Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.

[X] **Business Expenses**: Consultant is responsible for incidental or special business expenses.

[X] **Tools and Equipment**: Consultant furnishes the identified tools and equipment needed for the job.

[X] **Significant Investment**: Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.

[X] **Possible Profit or Loss**: Consultant does these (check valid items):

- [X] Hires, directs, pays assistants
- [X] Has equipment, facilities
- [X] Has a continuing and recurring liability
- [X] Performs specific jobs for prices agreed-upon in advance
- [ ] Lists services in Business Directory
- [ ] Other (explain) _____

[X] **Work for Multiple Employers**: Consultant may perform services for more than one employer simultaneously, unless otherwise noted.

[ ] **Services Available to the General Public** (check valid items):

- [ ] Maintains an office
- [ ] Business license
- [ ] Business signs
- [ ] Advertises services
- [ ] Lists services in Business Directory
- [ ] Other (explain) _____

[ ] **Limited Right to Discharge**: Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).

[X] **No Compensation for Non-Completion**: Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:	DISTRICT:
Typed Name: Steve Monjaras, President	Brad Jackson, Human Resources
Monjaras & Wismeyer Group, Inc.	**Anaheim Union High School District**
Authorized Signature:	Signature of Assistant Superintendent:
Street Address:	Street Address:
2201 East Willow Street, Suite #D189	**501 Crescent Way, P.O. Box 3520**
City, State, Zip Code	City, State, Zip Code
Signal Hill, CA 90755	**Anaheim, CA 92803-3520**
Date:	Date:
5/25/2022	

Mark Appropriately:

Independent/Sole Proprietor:	Yes		No	X
Corporation:	Yes	X	No	
Partnership:	Yes		No	**X**
Other/Specify:				

Social Security Number	or	Federal Identification Number
		20-2210968

Telephone Number:	E-mail Address:
(877) 984-7969	steve@r2wp.com

If a corporation is being approved, the signature must be that of a responsible person. Typed corporation name must be identical to that on front page.

If an individual consultant, signature must match name on front page.

PRINCIPAL/DISTRICT ADMINISTRATOR:

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

Signature:	Brad Jackson	Date:	6/2/22

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2022, 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, 2022, through June 30, 2023. For the period July 1, 2022, through June 30, 2023, 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	$330.00
Partners/Senior Counsel	$295.00
Senior Associates	$290.00
Associates	$285.00
Non-Legal Consultants	$240.00
Senior Paralegals/Law Clerks	$180.00
Paralegals/Legal Assistants	$175.00

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, 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, 2022, through June 30, 2023, 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.

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XII. EXECUTION DATE

This Agreement is entered into this ___ day of _____, 2022.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____ ___ By: _____
ANTHONY P. DE MARCO

"District"

ANAHEIM UNION HIGH SCHOOL DISTRICT

Dated: _____ By: _____

Wellness Programs for Anaheim Union High School District 2022-2025

Healthy Adventures Foundation

Wendy Hileman, Ph.D., MPH, MSW, MS
(619) 840-4386 cell
619-466-4386 office
wendy@healthyadventuresfoundation.org
www.healthyadventuresfoundation.org



Anaheim Union High School District 2022-2025

Organizational Qualifications

Who is Healthy Adventures Foundation

Healthy Adventures Foundation (501)(c)(3) has been around since 1997, formerly as a for profit organization. We are unique since we are a non-profit wellness company, driven by mission instead of profit. We have been actively engaged in research since 2006, as a primary researcher and as associate researchers in several projects with California Schools VEBA, UnitedHealthcare, and the Rand Corporation in genetic testing and lifestyle markers, type II diabetes, and wellness participation variances based on neighborhood and workplace income assumptions based in zip (where you live and work matters to your health outcomes).

We are a well-rounded wellness company that uses evidence-based practices for a variety of target audiences: organizations, employees, communities, groups, and youth. We are a full-service, high-touch wellness company. We are willing to try new things and to think outside the box to meet our client's needs.

Healthy Adventures Foundation History

We currently serve wellness programs to more than 100 organizations, primarily in schools, non-profits, for-profit corporations, public sector, and youth-based. We have organizational clients in four states. In California, we are mostly in Southern California but currently have reach in several counties.

Healthy Adventures Foundation's Capabilities

Location
We have an office in Escondido (close to Riverside County).

Support
We currently offer wellness consulting, which is important for an adequate needs assessment, program planning, development, implementation, and evaluation. We also support the development of wellness champions within the organization, can provide training on what it means to be a wellness champion and provide on-going support to those champions.

We offer a wide vary of wellness services for the organizations and their employees (spouses and dependents can also be included, if desired):

- On-site, phone, or a variety of platform options
    - health coaching (in-person, usually at work site or our office; telephone with email follow-up; electronic face-to-face through on-line platforms; group sessions, usually at work; or theme-based group track coaching),
    - wellness workshops,
    - healthy cooking classes,

    - exercise classes,
    - train-the-trainer, staff development workshops,
    - speakers for special engagements or events (conferences, etc.),
    - client-based wellness (for the clients/patients that the organization serves)
    - on-site health screenings with immediate results and health coaching
    - on-site fitness testing
    - on-site assistance to complete health risk assessments

- On-line or remotely
    - online health tools (health risk assessments with outreach for identified risk, tracking tools, health calculators, rewards store/incentive management, wellness challenge registrations, and health coaching application/qualification quiz),
    - wellness competitions or challenges,
    - wellness rewards and incentive programs
    - wellness marketeering: newsletters and communication emails/flyers
    - able to integrate, supplement, and promote other vendors' services that are already in-place (EAP, Best Doctors, Carrier wellness services that are available) as part of the total wellness package

Flexible and Adaptable
We understand that situations change and that sometimes plans need to be shaken up for a variety of reasons: new situations, change in funding, new locations, change in leadership with a different vision, etc.

Innovative
We specialize in healthy programming, employee wellness, health coaching, adult and youth lifestyle programs, healthy cooking classes, gardening, grant writing, program development, and more.

Our staff receives continuing education funding and training throughout their employment with Healthy Adventures Foundation, keeping them current with the latest research and best practices with wellness service delivery.

We also have partnered with many of our non-profit based partner organizations and organizational clients on new pilot programs, grant-funded projects, and research to offer new wellness options, test out new programs, and to be more of a partner in wellness, instead of just another wellness vendor. Over the years, we have brought in about $400,000 in grant funds that provided services, resources, and incentives to our partner organizations.

<u>Healthy Adventures Foundation's Approach</u>

Get to know the organization and who their employees are, as it is important to learn about their job and how it impacts their perceived ability to be healthy. We have embraced one of the key social work principles – which is to start where the client is, this includes the organizational client. It doesn't really make sense to offer exercise to someone who is intimidated or hates exercise. You need to start earlier in the process to start to change the way they think about

exercise first! This does not always provide the fittest or healthiest employees initially; however, it is critical in creating opportunities for actual long-term changes and activating the client towards actionable change.

We believe that health and wellness efforts need to follow the Ecological Model of Health, which is to change policies, the environment, the culture and the individual in health and wellness strategies. This means efforts will not create sustainable change unless efforts and support comes from top down, from the bottom up and from sides, as well.

There is no cookie cutter formula for wellness. Each organization is different, every employee is different and every situation is different. You have to take some time getting to know the organization, their employees and to understand their current and future needs. Wellness strategies need to adapt to the client, not the other way around.

Staff Qualifications

Our staff is highly skilled, with degrees in public health, social work, physical education, kinesiology, and nutrition, with a variety of expertise, education, experiences, and certifications.

Staff is provided with annual continuing education reimbursement funding, on-going training workshops, certification opportunities, flexible work schedules with employees who choose to go back to school or are currently working towards a higher educational degree, community-based training, intensive training schedules during the holidays (when we tend to be slow), and research opportunities for our graduate student employees and graduate student interns.

Program Goals

The Anaheim Union High School District 2022-2025 overall goal is to create a healthier workforce among all the organizational membership and their employees. The program aims to educate, engage and empower approximately 2500 employees to make healthy lifestyle choices, which impacts their mental and physical well-being. Helping professionals are particularly vulnerable to health risks due to the nature of what they do and potential exposure, stress, and healthcare associated infections.

Healthier employees tend to have higher productivity rates, lower absenteeism, higher life satisfaction, lower morbidity and mortality, lower health care utilization, and lower worker compensation claim incidences and costs per incidence. We want to educate staff on ways they can influence their health, which assists them in knowing that they can make a difference in how they feel and to feel confident in taking charge of their nutrition, physical activity, and overall health in a proactive, coordinated, and cost-effective manner.

SERVICES AGREEMENT

This Services Agreement, including all Attachments and Exhibits, (collectively referred to as the "Agreement") is made and entered into on July 1, 2022 ("Effective Date") by and between Healthy Adventures Foundation, a California non-profit corporation, with offices at 333 South Ivy Street, Escondido, CA 92025. Healthy Adventures Foundation and Client may individually be referred to as the "party" or collectively as "the Parties".

WHEREAS, Healthy Adventures Foundation is in the business of providing incentive fulfillment services; and

WHEREAS, Client desires to engage Healthy Adventures Foundation for the provision of incentive fulfillment services;

NOW THEREFORE, in consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

1.1 Definitions. Unless otherwise specifically provided, the capitalized terms used in this Agreement shall have the meanings set forth in Attachment A-Healthy Adventures Foundation Service Specifications- attached hereto and incorporated by reference.

ARTICLE 2: RESPONSIBILITIES OF HEALTHY ADVENTURES FOUNDATION

2.1 Services. Healthy Adventures Foundation shall provide wellness services ("Services") for Client subject to the terms of the Healthy Adventures Foundation Service Specifications attached hereto as Attachment A and as specified throughout this Agreement. Unless otherwise specified, Services and related deliverables are provided in English only.

2.2 Insurance. Healthy Adventures Foundation shall maintain at its sole expense valid policies of (a) workers compensation insurance, (b) commercial general liability insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 annual aggregate, and (c) professional liability insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 annual aggregate during the term of this Agreement.

2.3 Healthy Adventures Foundation Personnel. All Personnel provided by Healthy Adventures Foundation shall be employees or contractors of Healthy Adventures Foundation or its operating subsidiaries, and not of Client.

2.4 Reporting. Healthy Adventures Foundation shall provide Client with relevant de-identified and aggregate reporting regarding Services as specified in the Service Specifications. Unless otherwise specified or unless reporting available on-demand by Client, reporting shall be

provided at the end of the Program Year. Client may request additional reports and if Healthy Adventures Foundation is able to provide such reports, additional fees may apply and shall be agreed by the parties in advance of the production of same.

ARTICLE 3: BILLING AND COMPENSATION

3.1 Compensation. In consideration of the Services under this Agreement, Client shall pay Healthy Adventures Foundation undisputed fees and expenses as set forth in the Billing and Payment Schedule attached hereto as Attachment A. All billing cycles shall begin on the first of the month. Electronic invoices for all payments shall be presented to Client within one month of the delivery of Services and unless otherwise specified in this Agreement, payment for Services shall be due within thirty (30) days of the date of the invoice. Notwithstanding the provisions of the Billing and Payment Schedule, payments not received within thirty (30) days of the date of the invoice will accumulate interest, until paid, at the rate of one and one-half percent (11/2%) per month on the unpaid balance, equal to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less. If Client's account is more than 90 days past due, in addition to other rights and remedies it may have, Healthy Adventures Foundation, without liability to Client, reserves the right to suspend Services until the past due undisputed amount is paid in full.

3.2 Expenses. Unless otherwise explicitly provided in the Agreement, travel, expenses, and sales and other state taxes are not included in the Services.

3.3. Billing Contact.

Name of person to receive invoices:
Name: Liliana Carrillo
Title: Coordinator, Wellness Program
Phone number: 714-999-1512
Email address: carrillo_l@auhsd.us
Billing address: 501 N. Crescent Way, Anaheim, CA 92801

ARTICLE 4:RESPONSIBILITIES OF CLIENT

4.1 Fulfillment. The process of preparing to deliver Services under this Agreement is referred to as the "Fulfillment" process. Client shall designate a "Fulfillment Coordinator" to work with the designated staff at Healthy Adventures Foundation.

4.2 Fulfilment File. Client understands that a Fulfilment File containing the required data for all employees to have access to the online portal: first name, last name, work email address. This file will be in an excel spreadsheet or .csv file. In addition, any onsite activities scheduled must include dates and time, target locations to receive services, and a point person for each location with their specific phone number and email address necessary for the performance of Services and agrees to the following:

4.2.1 Client will provide the Fulfilment File in accordance with Healthy Adventures Foundation's Specifications no later than thirty (30) days prior to the fulfillment period. Permits will need to be pulled for each location and must be submitted no later than 30 days prior and includes the information required for any fingerstick testing: address, phone number, date, day of the week, start/end times, and a contact person (name, phone, email).

4.2.2 Client is responsible for identifying and notifying Healthy Adventures Foundation of any changes at least 5 days prior to event days and will be charged for any changes that must be made to permits that have already been submitted.

4.3 Notice of Privacy Practices. Healthy Adventures Foundation will provide a Release of Information in compliance with the applicable sections of the Health Insurance Portability and Accountability Act ("HIPAA"). Only participants with signed Release of Information forms will be included in any shared data. Client must provide information as to which organizations are authorized to receive identified information 30 days prior to the first date of events. All reports provided to the Client will be in aggregate and de-identified form only. Identified data will not be shared with the district or any of its employees. An example of an appropriate share would be the healthcare carrier group for a shared wellness effort.

ARTICLE 5: TERM

5.1 Term. The Initial Term of this Agreement shall be from the Effective Date of this Agreement and shall continue for a period of three (3) years or until the fulfillment of services is complete.

5.2 Renewal Term. A renewal contract will be submitted prior to the expiration of the prior contract term.

5.3 Termination. Notwithstanding anything to the contrary contained in this Agreement, this Agreement may be terminated:

5.3.1 by either Party, upon written notice to the other, if the other Party (the "Defaulting Party") shall materially breach any obligation or covenant of the Defaulting Party hereunder and if such breach shall remain uncured for thirty (30) days following notice of such breach given by the non-Defaulting Party to the Defaulting Party.

5.3.2 immediately and automatically upon the filing of a voluntary or involuntary petition for reorganization or bankruptcy by or against a party.

5.3.3 at the discretion of Healthy Adventures Foundation if Client is more than ninety (90) days past due on payments owed to Healthy Adventures Foundation under this Agreement and subject to the terms of paragraph 3.1 of this Agreement.

5.3.4 by Client, upon 30 days advance written notice to Healthy Adventures Foundation, if sufficient funds are not allocated by the appropriating government agency or agencies. The terms of this Agreement, and the services to be provided under it, are contingent upon the approval of funds by the appropriating government agency or agencies. Nothing in this section limits or otherwise affects the right of Healthy Adventures Foundation to inspect public records under the California Public Records Act.

5.4 Rights of the Parties. Termination or expiration of this Agreement shall not alter or impair any rights of either Party accrued under this Agreement through the date of termination or expiration.

ARTICLE 6: CONFIDENTIALITY

6.1 Confidential Information. All written, electronic, or oral proprietary or confidential information or documentation received by a party hereto (the "Receiving Party") from the other party or trade secrets of the other party (the "Disclosing Party") shall be deemed to be the Disclosing Party's proprietary and confidential information ("Confidential Information") including information disclosed prior to the effective date of this Agreement but disclosed in anticipation of its execution or the services contemplated herein. Confidential Information includes any and all information, know- how, and data, technical or non-technical, whether written, graphic, or oral, furnished by either party or on its behalf, to the other, that is confidential and proprietary or is treated as such by the Disclosing Party and shall include without limitation (i) content contained in or derived from Healthy Adventures Foundation website, including all source code, object code, executable formats, files, modifications, processes, and any and all derivative works of Healthy Adventures Foundation website); (ii) financial information, pricing Information, trade secrets, intellectual property, ideas, concepts, designs, research and technical information, business and operational policies, processes, procedures and strategies, business plans, and system design and operating specifications; (iii) other information disclosed in writing by the Disclosing Party and marked as proprietary, confidential, or with a similar designation; (iv) other information disclosed in writing that the Disclosing Party, within thirty (30) days of disclosure, specifies In writing as being Confidential Information; and (v) other information disclosed orally or not in a tangible medium of expression that the Disclosing Party, within thirty days of disclosure, describes and specifies in writing as being Confidential Information. Confidential Information does not include information which, at the time of its disclosure, is in the public domain or which, after disclosure, becomes part of the public domain by publication or otherwise through no action or fault of the receiving party. The parties agree and covenant as follows:

6.1.1 Ownership. All Confidential Information furnished, disclosed or exchanged is and shall be considered for all purposes to be the property of the Disclosing Party.

6.1.2 Disclosure. The Receiving Party shall comply with this Article 6 using at least the same degree of care as used to protect its own important confidential or proprietary information, but in any case using no less than a reasonable degree of care. The Receiving Party may disclose the Disclosing Party's Confidential Information to its and its affiliates' employees and

independent contractors who have a need to know such information and who agree to protect the Confidential Information from unauthorized use and disclosure under standard provisions of employment or under the terms of a written agreement containing restrictive covenants at least as restrictive as those set forth herein.

The terms and conditions of this Agreement shall be considered the Confidential Information of both parties. Confidential Information shall not include material, data or information which is known to the Receiving Party prior to the disclosure by the Disclosing Party, which is generally available to the public or in the industry, or which has been obtained from a third party (which, to the Receiving Party's knowledge, has a right to disclose the same). Except as contemplated by or required to perform its obligations under this Agreement, the Receiving Party shall not, either directly or indirectly, use or disclose to any third party any Confidential Information without the prior written consent of the Disclosing Party. The Receiving Party may disclose Confidential Information:

(i) as required by any court or other governmental body (provided it shall give the Disclosing Party prompt notice, prior to the disclosure, so that the Disclosing Party may take steps to oppose such disclosure);
(ii) as otherwise required by law;
(iii) to legal counsel of the parties;
(iv) in connection with the requirements of an initial public offering or securities tiling;
(v) in confidence, to accountants, banks, and financing sources and their advisors;
(vi) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement; or
(vii) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.

6.1.3 Survival. The provisions of this section shall survive termination of the Agreement.

ARTICLE 7: GENERAL TERMS

7.1 Independent Contractors. The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement will be construed to create a partnership, joint venture, agency, or employment relationship between the parties. Additionally, under no circumstances shall the employees, agents, or subcontractors of one party be considered employees or agents of the other party.

7.2 Non-Solicitation of Personnel. From the date hereof until one (1) year following the termination of this Agreement, the parties agree that they will not engage in any activities that would cause either party's personnel to leave the employment of the other, without the prior written consent of the other party, that includes but is not limited to: (i) directly soliciting or employing for full-time or part-time work with the other party or on behalf of a third-party or, (ii) soliciting or accepting employment applications directly or from a third-party from the other party's personnel. If it appears that one party is (or threatens to be) in violation of this covenant,

the other party shall be entitled to injunctive relief to restrain the first party from further violation. Neither party shall be prohibited by this provision from pursuing other remedies, including a claim for losses and damages, or termination of this Agreement for cause.

7.3 Service Modification. Healthy Adventures Foundation reserves the right to make modifications to the Services outlined below for the express purpose of continuously improving the effectiveness and or efficiency of the Services. Healthy Adventures Foundation will provide advance written notice to Client of any material modifications where feasible.

7.4 Business Associate Status. The parties acknowledge that in providing the Services specified in this Agreement Healthy Adventures Foundation is a Business Associate under HIPAA, and that the parties have entered or will enter into the Business Associate Agreement (BAA) as a condition of this Agreement.

7.5 Compliance with Laws. Healthy Adventures Foundation agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal or state laws, rules and regulations.

7.6 Indemnification. Healthy Adventures Foundation agrees to indemnify and hold harmless Client, and its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties determined to have arisen out of, the negligent acts or omissions of Healthy Adventures Foundation, its directors, officers, employees or agents in providing services under this Agreement. Client agrees to indemnify and hold harmless Healthy Adventures Foundation, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them by third parties determined to have arisen out of the negligent acts or omissions of Client, its directors, officers, employees, contractors or agents under this Agreement. The parties agree to provide prompt written notice to the other party of any claim or circumstance that likely will give rise to a request for indemnification.

7.7 Limitation of Liability. Neither Healthy Adventures Foundation nor Client will be responsible for special, indirect, incidental, punitive, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement, whether in contract, tort, or otherwise, however caused, even if such party has been advised of the possibility of such damages. Notwithstanding the foregoing, in the event of a default by Client of any of the provisions of this Agreement, Healthy Adventures Foundation, without limiting any other remedies provided for In this Agreement, at law or in equity, shall be entitled to immediately accelerate and recover any and all amounts then due or to become due from Client pursuant to the provisions of this Agreement during the remaining term of this Agreement.

7.8 Applicable Law. The validity of this Agreement and any of its terms and provisions or the parties' rights and duties shall be interpreted and enforced in accordance with the laws of the State of California, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal or state courts of the State of California and the parties hereby irrevocably submit to the personal jurisdiction of said courts

and waive all jurisdictional defenses thereto.

7.9 Mediation. If any dispute arises out of or relates to this Agreement, including any dispute by and between Healthy Adventures Foundation and Client and, if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation. The mediation shall be conducted in a mutually agreed upon location with a mediator who is agreeable to each of the parties to the dispute. The mediation shall be conducted in accordance with the mediator's rules. The fees, costs and expenses of the mediation will be borne equally by the parties. Each party will also bear the fees and expenses of its own counsel. This mediation clause shall survive the termination of this Agreement.

7.10 Attorneys' Fees. In the event mediation is unsuccessful, if either party is then required to obtain legal assistance to enforce its rights under this Agreement, or to collect any monies due hereunder, the prevailing party shall be entitled to recover from the other party, in addition to all other sums due, reasonable attorneys' fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

7.11 Force Majeure. Neither Client nor Healthy Adventures Foundation shall be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond its reasonable control. Without limitation, such acts may include acts of Nature, civil or military authority, terrorists, civil disturbance, war, strikes, fires, other catastrophes, labor disputes, parts shortages, or other events beyond the Parties' control. If a party's non-performance under this section extends for thirty (30) days or longer, the party affected by such non-performance may terminate this Agreement by providing written notice thereof to the other party.

7.12 No Waiver. The failure of either party hereto to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either party to enforce each and every such provision thereafter. The express waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition, or requirement.

7.13 Assignment. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, except that a merger, acquisition, change in control, change of ownership or a majority interest, or the sale of a significant portion of the assets of either party shall not constitute an assignment or delegation hereunder. Notwithstanding the foregoing, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any party other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to the successors and assigns of either party permitted under the first sentence of this section.

7.14 No Third Party Beneficiaries. Healthy Adventures Foundation and Client intend that this Agreement will not benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties.

7.15 Notices. Any notice or demand required under this Agreement, other than rate adjustment or renewal notices, will be in writing, will be personally served or sent by certified mail, return receipt requested and postage prepaid, or by a recognized overnight carrier which provides proof of receipt, and will be sent to the attention of person(s) at the address specified below Rate adjustment notices or renewal notices may be provided by standard commercial means, including e-mail or facsimile transmission.

Invoices shall be submitted to Liliana Carrillo, Coordinator, Wellness Program; payments to go directly to Healthy Adventures Foundation.

7.16 Headings. The headings of the sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

7.17 Severability. In the event that one or more provision of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

7.18 Entire Contract; Counterparts. This Agreement and the Schedules, Attachments and Exhibits hereto constitute the entire contract between Client and Healthy Adventures Foundation regarding the Services to be provided hereunder. Any agreements, promises, proposals, negotiations, or representations (whether written, oral, express, or implied) which are not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties. The parties acknowledge and agree that the execution and delivery of this Agreement by facsimile or e-mail transmission shall be valid and binding.

Attachment(s): Attachment A-Healthy Adventures Foundation Service Specifications

IN WITNESS WHEREOF, by placing their duly authorized signatures below, the Parties hereby agree to be bound by the terms and conditions of this Agreement as of the Effective Date.

FOR ANAHEIM UNION HIGH SCHOOL DISTRICT:

Brad Jackson
Assistant Superintendent, Human Resources
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801
714-999-0816
jackson_b@auhsd.us
www.auhsd.us

_____ _____

Signature Date

FOR HEALTHY ADVENTURES:

_____ _____

Signature Date
Wendy Hileman, Ph.D., MPH, MSW, MS
Chief Executive and Financial Officer
Healthy Adventures Foundation
333 South Ivy Street, Escondido, CA 92025
619-466-4386 ext 110
wendy@healthyadventuresfoundation.org
www.healthyadventuresfoundation.org

ATTACHMENT A
Wellness Programming Options for Anaheim Union High School District

HEALTHY ADVENTURES FOUNDATION SERVICE SPECIFICATIONS

Client has selected the following Services. The fees for selected Services are listed in the Summary of Services. Any modifications or adjustments to the Standard reports, programs, materials, or other deliverables shall be subject to additional fees including but not limited to an hourly rate of $150 per hour for time estimated to accommodate the Client requested customization. "Standard" shall be defined as provision of Services and other deliverables in the manner, frequency, and format that is customary for Healthy Adventures Foundation in the normal course and scope of its business. Products or Services not expressly listed in Attachment A are not included.

ANNUAL BILLING AND PAYMENT SCHEDULE

Summary of Services:
**Client is billed only for services used.*

A.	Exercise Classes/Workshops:	$12,000
B.	Health Coaching:	$20,000
C.	Online Tools: Challenges	$7,500
D.	Biometric/Health Screenings:	$10,000
E.	Wellness Consulting:	$4,750
F.	Annual Wellness Fair	$1000
	Total estimate for Services*:	$55,250

Detailed Description of Services:

A. Exercise classes, staff development workshops, healthy cooking classes:

Virtual exercise classes, staff development workshops:	$100 each (30-60 minutes)
Virtual exercise classes:	$50 each (30 minutes)
Virtual healthy cooking	$150 each (30-60 minutes)

The most popular workshops are: Foods and Moods, Healthy Cooking classes, Exercise Classes, and Stress Management – Hands on techniques. We also do workshops on disease prevention and management for diabetes, hypertension, hyperlipidemia, and weight.

In-person class, please see pricing sheet attached.

B. Health Coaching

$45/hour with no travel (phone, web-based, email)
See pricing sheet for in-person.

C. On-line tools – health risk assessments, incentive management and challenges. Includes the following (Cost is $1/PEPM with an annual contract):

a. 20 mini health risk assessments, with reporting capabilities
    i. Health coach follow up and support for all at-risk scoring
    ii. English/Spanish
b. Point-based incentive management program with on-line store for redemption (incentives and fulfillment/shipping is not included in costs)
    i. Customizable point based store
    ii. Fulfillment and cost of incentives (extra costs)
    iii. Branding and/or customization (extra costs)
c. Communications
    i. Monthly customized newsletter
    ii. Email communications
    iii. Flyers
d. Survey development and reporting
    i. Wellness interest surveys
    ii. Beginning/end of program
    iii. Satisfaction surveys
e. Wellness challenge planning, development, implementation, management and evaluation (2-4 challenges per year)
    i. Online registration
    ii. Weekly or bi-monthly update emails
    iii. Phone support for challenge
    iv. Promotional and communication emails/outreach
f. Health coach support line
    i. Telephone and email support
g. Health coaching eligibility quiz
h. Evaluation
    i. Participation rates
    ii. Wellness challenges outcomes
    iii. Health risk assessments, aggregate reports

*Note: Store set-up, developing an incentive plan, branding and any customization is extra. If you choose from items that are already available, store set-up comes in the PEPM model.

The cost of the incentives and any fulfillment costs (shipping and handling) is an additional fee.

D. Biometric / Health Screenings

1) Heart health
    a. Heart rate
    b. Respirations
    c. Total cholesterol (extra, if you want lipid panels, due to cost of the strips).
    d. Blood pressure
2) Pulmonary screenings
    a. Respirations
    b. Oxygen saturation
    c. Heart rate
3) Weight management
    a. Height
    b. Weight
    c. Body mass index (BMI)
    d. Body composition (either bio-impedance or skinfold)
    e. Girth measurements (neck, waist, hips)
    f. Body scanning
        i. Body age
        ii. Visceral fat
        iii. BMI
        iv. Body fat %
        v. Skeletal muscle %
        vi. Resting metabolism
        vii. Weight
4) Disease risk
    a. Girth measurement (neck, waist, hips)
        i. Sleep apnea
        ii. Preventable disease risk related to visceral fat
    b. Waist-to-hip ratio
    c. Blood glucose (can be added onto lipid for $0.50 per person).
    d. A1C (extra, due to the cost of the strips and disposable machine).
    e. Total cholesterol (lipid panel is extra).
    f. Body scanning
        i. Body age
        ii. Visceral fat
        iii. BMI
        iv. Body fat %
        v. Skeletal muscle %
        vi. Resting metabolism
        vii. Weight
5) All the above or any combination of the above screenings

NOTE: The most important health screenings for disease risk are: blood pressure, heart rate, body scanning, glucose, cholesterol, A1C, and girth measurements.

Healthy Adventures can provide any combination of services with a print out of results and a brief health coaching session to discuss the results. Additionally, Healthy Adventures will work with Client to setup a referral system to assist anyone with results out of normal ranges, with any organizations that Healthy Adventures is not currently offering on-going health coaching.

See attached pricing sheet.

E. Wellness Consulting (for Wellness Program leaders)

Consulting includes program planning, development, implementation and evaluation.

Services included with annual agreement.

Outside annual agreement: $150/hour or 10% of program annual budget

Comprehensive wellness consulting services available:

- Planning, developing and implementing services
- Survey development and evaluation
- Gaining leadership support
- Developing and facilitating wellness committee support
- Program evaluation – Group data, de-identified data to demonstrate group progress, participation rates, and strengths and areas for improvement for the group

F. Grant writing / Fundraising

This is offered to all non-profit, government and public entities that we partner with. There is no fee associated with this service.

Healthy Adventures Foundation's Pricing Sheet for Employee Wellness Services

2022

Healthy Adventures Foundation is a different type of wellness company. We are a 501(c)(3) non-profit wellness company that is mission driven and that sets us apart. Our services are very individualized and hands-on, leaving a richer experience to your employees. We strive for quality using evidence-based practices, with highly qualified employees to serve your organization.

We are interested in making a real difference in the lives of your employees; not your typical flashy tech-based wellness company. We are real people trying real things to make a real difference.

We are adaptable to virtually any wellness budget, and excess revenues go back into our community and youth based programs. If you are interested in partnering or sponsoring our community and youth based programs, let us know! A 10% is provided to all non-profit (501(c)(3)) organizations (excluding the cost of supplies for CPR certifications, CPR/First books, biometric, cooking, or experiential classes).

Coaching	**Pricing is Per Coach Unless Otherwise Stated**	
Worksite: individual or group health coaching – includes handouts, equipment usage during visit	$90/hour, $75/hour for additional hours in the same visit. For trips over 30 miles, additional fees will also include mileage and round trip travel time.	
Phone-based or virtual health coaching	$50/hour	
Home visits: individual or family health coaching – includes handouts, equipment usage during visit	$90/hour. For trips over 30 miles, additional fees will also include mileage and round trip travel time.	
At our site: individual or family health coaching	$50/hour	
Professional coaching – leadership, supervisors, managers	In-person: $150/hour, $100/hour for additional hours in the same visit. For trips over 30 miles, additional fees will also include mileage and round trip travel time. Phone or virtual: $100/hour	
Health Screenings	**Pricing is Per Coach Unless Otherwise Stated**	
Staffing - Wellness coach to conduct tests and review results with participants	$90/hour, $75/hour for additional consecutive hours in the same visit. For trips over 30 miles, additional fees will also include mileage and round trip travel time.	
Testing supplies	**Glucose testing (no fasting required)**	$10/person
	Total cholesterol / glucose testing (no fasting required)	$20/person
	HbA1C testing (no fasting required)	$25/person
	Lipid panel testing: total cholesterol, LDL, triglycerides, ratio (no fasting required)	$25/person

Contact Wendy Hileman at Healthy Adventures Foundation at 619-466-4386 ext. 110
or email wendy@healthyadventuresfoundation.org.

Healthy Adventures Foundation's Pricing Sheet for Employee Wellness Services

2022

Printing supplies for all screenings	**$1/per person**
Permit fees	**Vary on location – approximately $100**
Report	**Basic - $200** **Advanced (multi-year or comparing results among people over multi-years) - $350**
Health Screening Suggested Combinations	
Heart Health package – lipid panel (total cholesterol, LDL, triglycerides, ratio), glucose, blood pressure, heart rate, oxygen saturation, respirations, and 5 minute health coaching session (no fasting required) – includes handouts	Fees see above, or contact us for a proposal
Body Measurements package – height, weight, BMI, bioimpedance: body fat, skeletal muscle, visceral fat, resting metabolism, 7 site girth measurements: neck, waist, hip, thigh, calve, arm, chest, and 5 minutes health coaching session - includes handouts	Fees see above, or contact us for a proposal
Comprehensive Health package – lipid panel (total cholesterol, LDL, triglycerides, ratio), glucose, blood pressure, heart rate, oxygen saturation, respirations, height, weight, BMI, bioimpedance: body fat, skeletal muscle, visceral fat, resting metabolism, 2 site girth measurements: neck, waist and 5 minute health coaching session (no fasting required) – includes handouts	Fees see above, or contact us for a proposal
Lung Capacity testing	Fees see above, or contact us for a proposal
Fitness testing – grip, balance, core, lower body strength, upper body strength, and 5 minute coaching session	Fees see above, or contact us for a proposal
Wellness coach - to review results with participants with another health screening vendor doing the screenings	In-person: $90/hour, $75/hour for additional hours in the same visit. For trips over 30 miles, additional fees will also include mileage and round trip travel time. Phone or virtual follow up: $50/hour

Contact Wendy Hileman at Healthy Adventures Foundation at 619-466-4386 ext. 110
or email wendy@healthyadventuresfoundation.org.

Healthy Adventures Foundation's Pricing Sheet for Employee Wellness Services

2022

Wellness Assistant – Comprehensive Remote Wellness Package	**Pricing**
Campaigns to increase employee engagement through wellness challenges, health assessment drives, monthly newsletters and email communications. Portal includes the following: • Comprehensive email and phone support • In-coming one-time health coaching session • Online registration in wellness programs • Health coach screening eligibility tool • Health risk assessments, with risk outreach • Monthly customized newsletters • Wellness challenges with or without registration, weekly or bi-monthly outreach emails, phone support for challenge, pre-, and post-Surveys • Promotional emails/outreach • Survey (beginning or end-of-program) • Evaluation (very basic evaluation of participation rates, challenge outcomes and health assessment aggregate reports • Customizable reward point based store (includes incentive management. Fulfillment and cost of incentives not included in this cost)	$1/PEPM with an annual contract. Minimum number of employees or annual contract applies • Option 1: $1/PEPM for 165 employee count or more • Option 2: $1980/year for less employees • Option 3: for employer groups of 600 or larger, contact for a quote
One-time Wellness Challenge or Competition Management Includes the following: • Comprehensive email and phone support • Develop wellness challenge materials and content • Wellness challenge logistics: registration, daily, weekly or bi-weekly outreach emails, phone/email support for challenge, Pre-, and Post-Surveys or email logging of participants, HIPAA release for winners • Select a winner (cost does not include prize or fulfilment of prize) • Promotional emails/outreach, flyers	$1800/each, includes up to 36 hours of administrative time. Any additional time required will be billed at $50/hour.
Rewards and Incentives Program	The cost of the rewards plus shipping and handling fees apply.

Contact Wendy Hileman at Healthy Adventures Foundation at 619-466-4386 ext. 110
or email wendy@healthyadventuresfoundation.org.

Healthy Adventures Foundation's Pricing Sheet for Employee Wellness Services

2022

Workshops and Classes	Pricing is Per Coach Unless Otherwise Stated
Notes	There is no discounted rate for bulk purchasing of workshops or classes. For trips over 30 miles, additional fees will also include mileage and round trip travel time.
Group Exercises Classes	$90/hour, $75/hour for additional hours in the same visit. For trips over 30 miles, additional fees will also include mileage and round trip travel time.
Virtual Group Exercise Classes	$55 for classes up to 30 minutes and $75 for 31-60 minute sessions
Demonstration-Based Healthy Cooking Classes – vegetarian based	$275 per 1-hour class. Samples and handouts for up to 30 participants. Call for a quote for classes over 30 participants; generally $2/per person and additional staffing fees may apply. For trips over 30 miles, additional fees will also include mileage and round trip travel time.
Virtual Demonstration-Based or Participation-Based Healthy Cooking Classes	$185 for a 20-30 minute segments and $215 for 31-60 minute sessions
Hands-On Healthy Cooking Classes – vegetarian based	$275 per 1-hour class. Samples and handouts for up to 15 participants. Call for a quote for classes over 15 participants. For trips over 30 miles, additional fees will also include mileage and round trip travel time.
Wellness Workshops – Presentation-based workshop led by a health coach	$250 per 1-hour class. For trips over 30 miles, additional fees will also include mileage and round trip travel time.
Virtual Wellness Workshops	$75 for classes up to 30 minutes (including mini webinars) and $150 for 31-60 minute webinars.
High-Level Wellness or Staff Training Workshops – Presentation-based or staff development workshops led by a wellness manager	$400 per 1-hour class. For trips over 30 miles, additional fees will also include mileage and round trip travel time.
Key Note or Executive Level Wellness Workshops – Presentation or workshop led by a wellness executive (Master's degree or higher)	$500 per 1-hour class. For trips over 30 miles, additional fees will also include mileage and round trip travel time.
Wellness Consulting	**Pricing**
Comprehensive wellness consulting services available: • Planning, developing and implementation services • Survey development and evaluation • Gaining leadership support • Developing and facilitating wellness committee support • Program evaluation - Group, de-identified data to demonstrate group progress, participation rates, and strengths and areas for improvement for the group	$250/hour , with a 2 hour minimum

Contact Wendy Hileman at Healthy Adventures Foundation at 619-466-4386 ext. 110
or email wendy@healthyadventuresfoundation.org.

Healthy Adventures Foundation's Pricing Sheet for Employee Wellness Services

2022

CPR / AED / First Aid / Blood Borne Pathogen Classes and Certifications	Description	Length of Training	Training Cost
Heartsaver Adult CPR/AED Training	This awareness training is intended to educate employees on CPR procedures for adults and the use of the Automatic External Defibrillator (AED).	1.75 hour training	$500 + $5 per attendee for books and supplies (need to have to have an estimate to pre-order the books)
Heartsaver Child CPR/AED Training	This awareness training is intended to educate employees on CPR procedures for children and the use of the Automatic External Defibrillator (AED).	1.5 hour training	$500 + $5 per attendee for books and supplies (need to have to have an estimate to pre-order the books)
Heartsaver Infant CPR Training	This awareness training is intended to educate employees on CPR procedures for infants.	1 hour training	$500 + $5 per attendee for books and supplies (need to have to have an estimate to pre-order the books)
Heartsaver Adult, Child and Infant CPR/AED Training	This awareness training is intended to educate employees on CPR procedures for adults & children and the use of the Automatic External Defibrillator (AED).	4.25 hour training	$800 + $5 per attendee for books and supplies (need to have to have an estimate to pre-order the books)

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Healthy Adventures Foundation's Pricing Sheet for Employee Wellness Services

2022

Heartsaver First Aid CPR/AED Blended Training	This awareness training is intended to educate employees on CPR procedures for adults and the use of the Automatic External Defibrillator (AED). This awareness training is intended to give employees basic knowledge of first aid procedures for bleeding, bandaging, splinting, heart attacks, stroke, burns, and allergic reaction to medicines.	4.25 hour training	$800 + $5 per attendee for books and supplies (need to have to have an estimate to pre-order the books)
Heartsaver First Aid	This awareness training is intended to give employees basic knowledge of first aid procedures for bleeding, bandaging, splinting, heart attacks, stroke, burns, and allergic reaction to medicines.	2.5 hour training	$600 + $5 per attendee for books (need to have to have an estimate to pre-order the books)
Basic Life Support Adult, Child and Infant CPR/AED Training		4 hours	$800 + $20 per attendee for books and supplies (need to have to have an estimate to pre-order the books)
Optional certification cards			Optional $25/per person for certification cards, you can skip this or let people purchase this on their own. To get a certification card, they must demonstrate proficiency in CPR/AED techniques and will receive an AHA card good for two years.
Optional give-away			Optional $1/person for a key chain barrier mask adds a nice addition for participants.

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Healthy Adventures Foundation's Pricing Sheet for Employee Wellness Services

2022

Leadership Training and Seminars	Pricing is Per Coach Unless Otherwise Stated
A variety of workshops are offered. See our menu for options. Workshops can be presentation, hands-on, or a blend. Workshops can be 1-8 hours in length, depending on the workshop. Workshops can be customized at no additional costs.	$250/hour for first 2 hours, $175/hour for additional hours in the same visit. Supplies are extra and costs depend on the class. For trips over 30 miles, additional fees will also include mileage and round trip travel time.
Experiential workshops	$275/hour + most workshops can include some sort of experiential components for an additional fee around $50-$100, depending on the number of attendees. An example would be food samples of the types of foods recommended as anti-inflammatory or samples for foods and moods, handouts, etc. For trips over 30 miles, additional fees will also include mileage and round trip travel time.
Virtual Experiential workshops	Range between $125-$250/hour, depending on the class. This includes class like: gardening classes, maker classes, etc.
Professional Coaching	**Pricing is Per Coach Unless Otherwise Stated**
Professional coaching uses a variety of modalities, such as a biopsychosocial assessment, motivational interviewing, scenario role-play, and other appropriate options. The coach is not there to solve problems or to guide the employee. The professional coach is not an expert in the technical field of the employee, so their focus is on employee communication, meeting facilitation, group dynamics, leadership skills, conflict resolution, and other similar skill-building. In addition, the coach is considered a process partner that will ask questions with intention, provide an outside perspective, and help the employee to solve their own problems. Coaching does not guarantee outcomes because outcomes largely rely on an employee's ability to see the need for change and/or development, willingness to process through change efforts, and awareness of how that employee impacts others around them.	In-person: $150/hour, $100/hour for additional hours in the same visit. For trips over 30 miles, additional fees will also include mileage and round trip travel time. Phone or virtual: $100/hour Coaching can be completed in person, over-the-phone, or in an online meeting room, to be determined at the preference of the employee. All meetings will be set-up at a mutually agreeable time.

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Healthy Adventures Foundation's Pricing Sheet for Employee Wellness Services

2022

Terms and Conditions

Fees

- Total fees may vary by event, based on actual participation, event duration, staffing, event hours, travel fees, class customization, etc. Estimation event fees will be provided when the event is scheduled. Total actual fees will be detailed on post-event invoice. For trips over 30 miles, additional fees will also include mileage and round trip travel time.
    - Additional staffing fees apply to services provided weekdays after 6 pm and before 7 am, and anytime during the weekends.
    - Additional fees may apply for any non-standard event duration and/or non-standard staffing levels.
    - Travel fees may apply, depending on event location, and will be quoted when the event is scheduled.
    - All screenings priced hourly is based on a 3-hour minimum, billed at $100 per hour for the first hour and $75 per hour for each subsequent hour in the same visit. These rates are charged per health coach. The full hourly rate will be billed for any partial hour.
    - Wellness coach to review results with participants with another health screening vendor doing the screenings is based on a 2-hour minimum, billed at $100 per hour for the first hour and $75 per hour for each subsequent hour in the same visit. These rates are charged per health coach. The full hourly rate will be billed for any partial hour.
- Health screenings will be charged the minimum of 12 participants or 80% of the estimated participation, whichever is greater, plus any additional fees if applicable. For trips over 30 miles, additional fees will also include mileage and round trip travel time.
- Class participation is limited to 50 unless otherwise arranged at the time. Additional fees may apply. For exercise classes, equipment can be provided for use during the class for up to 12 participants. More than 12 participants, participants are expected to bring their own equipment.
- Additional fees may apply for customized classes and supplemental class materials and will be quoted at the time of scheduling.

Scheduling guidelines

- All service requests must be submitted at least six weeks in advance in order to comply with permit application deadlines and staff scheduling lead times. Request submitted with less than six weeks' notice will be accommodated if possible.
- Requests to increase number of attendees or event duration less than 10 days before the event date will be accommodated, if possible. However, premium or expedited freight/shipping fees and supplemental staffing fees may apply.
- Request to decrease the number of attendees or event duration less than 10 business days before an event date will not be accommodated. In such cases, billing will be based on most recent participation and event schedule provided before the 10-business-day cutoff.
- Requests to change event type less than 10 business days before the event date will be accommodated, if possible, though they cannot be guaranteed. If request changes cannot be accommodated, customer may reschedule, subject to rescheduling fee described below, or proceed with services confirmed before 10-business-day cutoff.

Cancellation and rescheduling policy

- If a confirmed event is canceled less than 10 business days before the event date, 50 percent of the total estimated event fees will be charged.
- If a confirmed event is canceled less than 5 business days before the event date, 100 percent of the total estimated event fees will be charged.
- If a confirmed event is rescheduled less than 10 business days before the event date, 25 percent of the total event fees will be charged in addition to actual cost of rescheduled event. Rescheduling requests are subject to the 6-week lead time described above. Rescheduling requests with less than 6 weeks' notice will be accommodated if possible but not guaranteed.

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ANAHEIM UNION HIGH SCHOOL DISTRICT
ADMINISTRATORS
2021/2022 SALARY SCHEDULE
Effective 7/1/21 - BOT Approved on 3/3/22 - Revised - 6/9/22

EXHIBIT NNNN

Salary Range	Position Title	SICK DAYS	WORK DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
21	JR HIGH ASSISTANT PRINCIPAL	11.0	198	112,699.00	116,086.00	119,482.00	122,872.00	126,264.00	129,655.00	Annually
22	SR HIGH ASSISTANT PRINCIPAL INSTRUCTIONAL ANALYST PROGRAM ADMINISTRATOR I	11.0	204	123,764.00	127,157.00	130,547.00	133,935.00	137,328.00	140,720.00	Annually
24	JR HIGH PRINCIPAL	11.5	214 *	132,531.00	135,924.00	139,315.00	142,699.00	146,095.00	149,493.00	Annually
25	SR HIGH PRINCIPAL COORDINATOR	14.4	224 *	145,006.00	148,396.00	151,791.00	155,183.00	158,574.00	161,969.00	Annually
28	PROGRAM ADMINISTRATOR II	14.4	224 *	130,745.00	134,137.00	137,526.00	140,914.00	144,312.00	147,702.00	Annually
30	NURSE PRACTITIONER AUTISM SPECIALIST/GASELPA PROGRAM SPECIALIST PROGRAM SPECIALIST/GASELPA REGIONAL NURSE	11.0	200	106,770.00	110,159.00	113,554.00	116,949.00	120,339.00	123,730.00	Annually
31	PSYCHOLOGIST BEHAVIOR SPECIALIST	11.0	198	106,770.00	110,159.00	113,554.00	116,949.00	120,339.00	123,730.00	Annually
32	ASST DIRECTOR-PLANNING/DESIGN/CONST	14.4	224 **	113,112.00	116,468.00	119,825.00	123,182.00	126,537.00	129,900.00	Annually
33	CONSTRUCTION SERVICES ADMINISTRATOR	14.4	224**	124,131.00	127,496.00	130,869.00	134,237.00	137,604.00	140,975.00	Annually
35	DIRECTOR (CERTIFICATED)	14.4	224 *	146,168.00	149,554.00	152,955.00	156,347.00	159,741.00	163,126.00	Annually
36	DIRECTOR OF RISK MANAGEMENT & INSURANCE DIRECTOR OF TRANSPORTATION	14.4	224 **	123,809.00	127,200.00	130,590.00	133,980.00	137,372.00	140,763.00	Annually
36B		14.4	224	129,323.00	132,714.00	136,106.00	139,494.00	142,889.00	146,277.00	Annually
37	DIRECTOR OF FOOD SERVICE DIRECTOR OF MAINTENANCE & OPERATIONS DIRECTOR OF PURCHASING & CENTRAL SERVICES PUBLIC INFORMATION MANAGER	14.4	224 **	134,838.00	138,225.00	141,619.00	145,009.00	148,403.00	151,791.00	Annually
37B	CONTROLLER DIRECTOR OF BUSINESS OPERATIONS	14.4	224 **	140,503.00	143,891.00	147,237.00	150,677.00	154,072.00	157,459.00	Annually
38		14.4	224 **	146,168.00	149,554.00	152,955.00	156,347.00	159,741.00	163,126.00	Annually
39	DIRECTOR PLANNING/DESIGN/CONST	14.4	224 **	154,835.00	158,424.00	162,024.00	165,618.00	169,211.00	172,798.00	Annually

ANAHEIM UNION HIGH SCHOOL DISTRICT
ADMINISTRATORS
2021/2022 SALARY SCHEDULE
Effective 7/1/21 - BOT Approved on 3/3/22 - Revised - 6/9/22

Salary Range	Position Title	SICK DAYS	WORK DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
40	CHIEF TECHNOLOGY OFFICER EXECUTIVE DIRECTOR OF FACILITIES/MAINT/OPS EXECUTIVE DIRECTOR OF FISCAL SERVICES EXECUTIVE DIRECTOR OF HUMAN RESOURCES	14.4	224 **	159,524.00	162,715.00	165,972.00	169,290.00	172,673.00	176,130.00	Annually
42	EXECUTIVE DIRECTOR OF EDUCATIONAL SERVICES	14.4	224*	167,552.00	170,905.00	174,325.00	177,813.00	181,371.00	185,000.00	Annually

*23 non-duty days excluded from work days
**excludes 23 vacation days and 14 paid holidays

Longevity -
16th-20th year - $5,123
21st-25th year - $10,248
26th-30th year - $15,370
31st year on - $15,370

Doctorate $2500

Mileage Allowance:
$200/month: Certificated Director, Senior High Principal, Coordinator, Public Information Manager
$175/month: Junior High Principal, Program Administrator II, Classified Director, Chief Technology Officer
$125/month: Senior High Assistant Principal, Psychologist, Program Specialist, Program Administrator I, Nurse Practitioner, Behavior Specialist
$75/month: Junior High Assistant Principal

ANAHEIM UNION HIGH SCHOOL DISTRICT
CONTRACTED EMPLOYEES
2021/2022 SALARY SCHEDULE
Effective 7/1/21 - BOT Approved on 5/5/22 - REVISED 6/9/22

Position Title	SALARY	
SUPERINTENDENT	304,569.00	ANNUALLY
ASSISTANT SUPERINTENDENT CHIEF ACADEMIC OFFICER COUNSEL	223,446.00	ANNUALLY

Cerritos College

CLINICAL-PRACTICUM AGREEMENT

BETWEEN

CERRITOS COMMUNITY COLLEGE DISTRICT

AND

ANAHEIM UNION HIGH SCHOOL DISTRICT

Contract No. C22000000232

This Clinical-Practicum Agreement ("Agreement") is made and entered on **June 17, 2022**, between the **Cerritos Community College District** ("District"), a public community college district organized and existing under the laws of the State of California with its principal place of business at 11110 Alondra Boulevard, Norwalk CA 90650-6203, and **Anaheim Union High School District**, ("Site" or "Facility"), with its principal place of business at 501 N. Crescent Way, Anaheim, CA CA 92801. District and Facility are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. The Facility and/or its owners are licensed by the State of California.

B. District is an institution of higher learning authorized pursuant to California law to offer health care or educational program(s) and to maintain classes and such program(s) at facilities for the purpose of providing clinical or practicum training for students in such classes.

C. Facility operates services within its premises which are suitable for District's clinical or practicum training programs ("the Program(s)") in the area of **child development, nursing, or speech-language pathology assistant.** District desires to establish the Program(s) at Facility for the students of the District enrolled in the Program(s). Facility desires to support the Program(s) to assist in training students of District.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties authorize the Program(s) at Facility.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. RESPONSIBILITIES OF DISTRICT

1.1 Academic Responsibility. District shall develop the Program(s) curriculum and shall be responsible for offering an eligible Program, if necessary, for accreditation and approval by any state board or agency. The District will have faculty provide: (a) job responsibilities of the faculty as related to Program's written objectives/student learning outcomes (SLOs) and (b) delineate orientation responsibilities for faculty and students.

1.2 Number of Students. District shall designate and notify Facility of the students who are enrolled and in good standing in the Program(s) to be assigned for training at Facility's premises in such numbers as are mutually agreed upon between Facility and District. District and Facility will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. District shall provide orientation to all students and all students with clinical instruction and basic skills prior to the clinical experience at Facility.

1.4 Discipline. District shall be responsible for counseling, monitoring and disciplining students at Facility.

1.5 Documentation and Grading District shall maintain attendance and academic records of students participating in the Program(s). District shall implement and maintain an evaluation process of the students' progress throughout the Program(s). The final evaluation and assigned grade are the ultimate responsibility of the District's faculty and specifically, the instructor of record.

1.6 Background Check. District or Facility may conduct a background check on each student if required by Facility At a minimum, the background check may include the following: verification of identity (social security trace); recent criminal background check.

1.7 Health Clearance. District shall require that each Student complies with Facility's requirements for immunizations, tests, which may include, but not be limited to: (a) an annual health examination, (b) Proof of TB Clearance (c) Proof of immunization or immune titers to Rubeola, Rubella, Mumps, and Varicella, (d) proof of Tetanus, Diphtheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (e))-(f).

1.8 Facility Policies and Procedures. District shall provide that each student is aware of all applicable Facility policies and procedures and that each student be aware of all Facility policies and procedures, and any additional requirements and restrictions agreed upon by representatives of Facility and District. District shall advise students that they are not permitted to interfere with the activity or judgment of the facility staff in administering care in the context of training.

1.9 Supplies and Equipment. District shall provide and be responsible for the care

and control of educational supplies, materials, and equipment used for instruction during the Program(s).

1.10 Confidentiality. District shall instruct students regarding confidentiality of patient information, including compliance with and legal obligations pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the implementation regulations thereunder. Students shall not have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of care. District shall require that students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, District shall require that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s). District shall instruct students regarding confidentiality of information of clientele at educational facilities which are in compliance with and have legal obligations pursuant to the Family Educational Rights and Privacy Act (FERPA) of 1974, and the implementation regulations thereunder. Students may only access a client's record where necessary in the regular course of care. District shall also require that all students maintain the confidentiality of any client and other information received in the course of the Program(s). Further, District shall instruct students to not discuss, transmit, or narrate in any form any client's information of a personal nature, educational or otherwise, except as a necessary part of the client's educational or treatment plan or the Program(s).

1.11 Accreditation. District shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2. RESPONSIBILITIES OF FACILITY

2.1 Access. Facility shall permit nonexclusive access to the Program(s) to those students designated by District as eligible for participation in the Program(s) at Facility, provided such access does not unreasonably interfere with the regular activities at the Facility. Facility agrees to provide qualified students with access to clinical areas and patient/client care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy.

2.2 Implementation of Program(s). Facility agrees to cooperate with and assist in the planning and implementation of the Program(s) at Facility's premises for the benefit of students from District.

2.3 Learning Environment. The Facility shall give assurance of the availability and appropriateness of the learning environment in relation to the program's written objections. The Facility shall provide adequate staffing in number and quality to provide safe and continuous (health care) services to clientele where students are obtaining experience; students shall not be included in regular staffing assignments. Service rendered by the student under supervision during the experience is to be considered part of the planned learning experience. The Facility

shall designate a person to serve as coordinator and liaison between the Facility and the instructional staff of the District. The instructional staff shall provide the Facility a description of the responsibilities of faculty.

2.4 Orientation. The Facility shall provide faculty and students an orientation and access to their materials and resources. The Facility will specify the responsibilities and authority of the facility's staff as related to the program and to the education experience of the students. Facility agrees to make available to qualified students of the District access to its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules.

2.5 Instruction and Supervision. Facility shall instruct students in their clinical training at Facility's premises with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training. Students will be supervised in order to maintain compliance with applicable state professional licensing agency standards, when applicable.

2.6 Compliance. Facility shall maintain premises so that it conforms to the requirements of the State of California

2.7 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, District understands and agrees that Facility, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Facility patients. Further, District and students shall conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Facility policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Facility philosophy and values.

2.8 Space and Storage. The Facility shall provide the following physical facilities for the students of the District where available:

(1) Reasonable use of parking areas to the Facility.
(2) Locker, dressing rooms and lactation rooms, with sensitivity to gender identity, as needed.
(3) Conference/classrooms for regular scheduled meetings, if available.
(4) Clientele charts, computers, etc.
(5) Procedure books, policy manuals.
(6) Standard reference books, internet, and/or intranet, where available.
(7) Supplies and equipment, as used for client care, for the purpose of demonstration and practice.
(8) Use of the Facility library, if available.

2.9 Removal of Students. Facility shall have the absolute right to determine who will administer care to its patients/clients. In the event that any student, in the sole discretion of the Facility, fails to perform satisfactorily, fails to follow Facility policies, procedures and regulations, or fails to meet Facility standards for health, safety, security, cooperation or ethical behavior, Facility shall have the right to request that District withdraw the student from the Facility. District shall review Facility's request within ten (10) days of receipt of notice from Facility. Notwithstanding the foregoing, if any student represents a threat to patient/client safety or personnel, Facility may immediately exclude student from Facility until final resolution of the matter with District. Representatives of the District and the Facility will confer to review the Facility's need to remove the student. Before any removal occurs Facility shall notify District's representative of its concerns so District may take appropriate action.

2.10 First Aid. Facility shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Program(s). Any emergency health care or first aid provided by Facility shall be billed to the student or District at Facility's normal billing rate for private-pay patients. Except as herein provided, Facility shall have no obligation to furnish medical or surgical care to any student.

2.11 Statement of Adequate Staffing. Facility acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for regular staff necessary for reasonable staffing coverage.

2.12 Authority. Facility shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

3. MUTUAL RESPONSIBILITY

3.1 The District, including its faculty, staff, and students and the Facility share responsibility for creating an appropriate learning environment that includes both formal and informal learning activities which adhere to the values and ethical standards of the Program(s) and the Facility. The Parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. Facility shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the District.

3.2 Accommodations. All health facilities are required to provide reasonable accommodations to students with disabilities consistent with the requirements of Section 504 of the Americans with Disabilities Act. A denial of an accommodation at a clinical placement may occur only where a modification of procedures and/or a provision of auxiliary aids would fundamentally alter the nature of an assignment and/or the Program.

The District is committed to working with Facility when accommodation is necessary. To prepare for and support this process, when needed, the District's Office of Academic Affairs will contact you to make note of your employee, by name or position title, who will be responsible for coordinating at your facility accommodations for student with disabilities.

The Facility shall permit its paraprofessional employees to participate in the educational program as resource persons and experts, providing such participation does not interfere with assigned duties.

4. RELATIONSHIP OF THE PARTIES

4.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for **five (5)** year(s) unless terminated sooner as provided herein.

4.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other Party. To the extent reasonably possible, Facility will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Facility, was satisfactorily participating in the Program(s).

4.3 Independent Contractor. Each Party, in the performance of this Agreement, shall be and act as an independent contractor. Each Party understands and agrees that its employees shall not be considered officers, employees or agents of the other, and are not entitled to benefits of any kind or nature normally provided employees of the other, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Each Party assumes the full responsibility for its acts or liabilities including those of its employees or agents as they relate to the services performed under this Agreement. Each Party shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to its employees. Each Party will not withhold taxes for the other or the other's employees or independent subcontractors. Each Party agrees to indemnify, defend and hold the other harmless from and against any and all liability arising from any failure of the other to pay or withhold any applicable tax when due.

4.4 Role of Students. It is not the intention of District or Facility that any student occupy the position of third-party beneficiary of any obligations assumed by Facility or District pursuant to this Agreement.

4.5 Publicity. Neither District nor Facility shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other Party or its facilities with respect to the Program(s) without the prior written consent of the other Party.

4.6 Records. It is understood and agreed that all records, other than student

evaluation records and information, shall remain the property of Facility.

5. GENERAL PROVISIONS

5.1 Insurance. Each Party agrees to insure or self-insure itself, at its sole expense, in the insurance coverages with the limits of not less than those specified below:

(a) **Workers' Compensation**: Statutory Form.
(b) **Employers' Liability**: $1,000,000 per occurrence.
(c) **Commercial General Liability**: $3,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" basis.
(d) **Automobile Liability Insurance**: $1,000,000 combined single limit covering all owned, non-owned, and hired vehicles.

Prior to commencing work, each Party may be required to furnish the other upon request with properly endorsed certificates of insurance that provide that the coverage will not be canceled or materially changed except upon thirty (30) days written notice to the other. All certificates must be mailed to the address for notices per this Agreement.

5.2 Indemnification. Each Party and their successors or assignees agree to indemnify, defend and hold harmless the other and its Board of Trustees, officers, employees, agents and volunteers from and against any and all liabilities, costs, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses related thereto (including reasonable attorney's fees) which any or all of them may thereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage to any property (public or private), to be caused by or arising from: (a) the negligent acts, errors, or omissions; (b) any violations of federal, state, or local statutes or regulations arising out of or resulting from any negligent act, error or omission; or, (c) the use of any copyrighted materials or patented inventions. The rights and obligations created by this indemnification provision shall survive termination or expiration of this Agreement for one year.

5.3 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the Parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the Parties. This Agreement may be amended but only by an instrument in writing signed by both Parties to the Agreement. The Parties agree to amend this Agreement to the extent reasonably necessary for Facility or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

5.4 Assignment. The obligations of one Party to the other pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual without the express written approval of the other.

5.5 No Third-Party Rights. Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

5.6 Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Los Angeles, California.

5.7 Non-Discrimination. During the performance of the Agreement, Facility shall not deny the Agreements benefits to any person on the basis of race, creed, color, religion, national origin, ancestry, sex, age, nursing condition, marital status, sexual orientation, veteran status, or any other category protected by law. There shall be no discrimination on the basis of physical or mental handicap of disability provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

Facility shall provide that the selection, evaluation, and treatment of employees, and students are free of such discrimination. Further, the Facility and District shall comply with all applicable local, state, and federal laws and regulations and District policy respecting nondiscrimination.

5.8 Force Majeure. Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.

5.9 Notices. Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below, or (c) by sending a facsimile of it to the other's representative at the facsimile number set forth below:

CERRITOS COMMUNITY COLLEGE DISTRICT:

Representative: Cerritos Community College District
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Olga Andrade, Chairperson
Child Development Department
Tel: (562) 860-2451 ext. 2577

Kelli Brooks, Chairperson
Nursing Department
Tel: (562) 860-2451 ext. 2579

Susan McDonald, Chairperson
Speech-Language Pathology Department
Tel: (562) 860-2451 ext. 3517

Dr. Nick Real
Acting Instructional Dean, Health Occupations
Tel: (562) 860-2451 ext. 2554

ANAHEIM UNION HIGH SCHOOL DISTRICT:

Representative: Brad Jackson
Assistant Superintendent, Human Resources
(Name & Title)

Tel: 714-999-1512

For Notices: Cerritos Community College District
Purchasing Department
11110 Alondra Boulevard
Norwalk, CA 90650-6203

Fax: (562) 467-5020

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

Fax: 714-520-9752

5.10 Section Headings. The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

5.11 Execution in Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original document.

5.12 Non-Waiver. The failure of either Party to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that Party

of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

5.13 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.

5.14 Entire Agreement; Modification of Agreement. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both Parties.

IN WITNESS WHEREOF, the Parties execute this Agreement effective on the date first written above:

ANAHEIM UNION HIGH SCHOOL DISTRICT:

By: _____
Signature

Brad Jackson
Assistant Superintendent, Human Resources
Typed or Printed Name, & Title

jackson_b@auhsd.us
E-mail

_____
Tax Identification Number (EIN)

Date: _____

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

Mark B. Logan, Director of Purchasing and Contract Administration
Typed or Printed Name, & Title

Date: _____

Exhibit "A"

TEACHER-LEARNER EXPECTATIONS

The District holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of clinical education, the term "teacher" is used broadly to include peers, full-time and volunteer faculty members, clinical preceptors, and licensed professional staff from whom students learn.

GUIDING PRINCIPLES:

1. Duty. Educators have a duty to convey the knowledge and skills required for delivering the profession's standard of care and also to instill the values and attitudes required for preserving the profession's social contract with its patients/clients.

2. Integrity. Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

3. Respect. Respect for every individual is fundamental to the ethic of health care and education. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to require that students are always treated respectfully.

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers will:

1. Treat students fairly and respectfully

2. Maintain high professional standards in all interactions

3. Be prepared and on time

4. Provide relevant and timely information

5. Provide explicit learning and behavioral expectations early in a course

6. Provide timely, focused, accurate and constructive feedback on a regular basis and

thoughtful and timely evaluations at the end of a course or clinical experience.

7. Display honesty, integrity and compassion
8. Practice insightful questioning, which stimulates learning, critical thinking, and self-discovery.
9. Solicit feedback from students regarding their perception of their educational experiences
10. Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students will:

1. Be courteous of teachers and fellow students
2. Be prepared and on time
3. Be active, enthusiastic, curious learners
4. Demonstrate professional behavior in all settings
5. Recognize that not all learning stems from formal and structured activities
6. Recognize their responsibility to establish learning objectives and to participate as an active learner
7. Demonstrate a commitment to life-long learning, a practice that is essential for professional development.
8. Recognize personal limitations and seek help as needed
9. Display honesty, integrity and compassion
10. Recognize the privileges and responsibilities coming from the opportunity to work with patients or clients in a clinical setting
11. Recognize the duty to place patient/client welfare above their own

12. Recognize and respect patients'/clients' rights to privacy

13. Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Teachers and Students:

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.

Cerritos College

Accommodations and Anti-Discrimination Certification

Establishment Name

Address IRS/EIN

Program Affiliate [MA/DA/PTA/Nursing, etc.]

1. The institution has a written policy statement prohibiting discrimination, harassment, and retaliation — Yes ☐ No ☐
2. The institution has a system for determining if its practices are discriminatory against protected groups — Yes ☐ No ☐
3. Where problems are identified, the institution has a system for taking reasonable corrective action (if so, provide a copy of the policy/procedure, if available). — Yes ☐ No ☐
4. In the event that reasonable accommodations are requested to perform the essential functions of a placement, the institution has someone identified that can assist the College in conducting the interactive process to determine what, if any, accommodation should be provided. — Yes ☐ No ☐

If yes to No. four (4) above, please provide the contact information for the person:

Name and Title

Phone Number

Email Address

By signing below, I certify all information is true and correct to the best of my knowledge.

Printed Name Signature Date

ORANGE COUNTY DEPARTMENT OF EDUCATION
200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
FAX (714) 432-1916
www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

DATE: April 29, 2022

TO: Michael B. Matsuda, Superintendent, Anaheim Union High School District

FROM: Nicole Savio Newfield, Administrator, Student Achievement and Wellness

SUBJECT: Williams Settlement Legislation 3rd Quarter Report

I am pleased to provide the third quarter Williams Settlement Legislation report for the 2021-22 fiscal year. This report represents activity conducted by the Orange County Department of Education (OCDE) during January, February, and March 2022. California Education Code section 1240(2)(H) requires this report to be provided to your Board at a regularly scheduled meeting held in accordance with public notification requirements.

THIRD QUARTER REPORT

School Accountability Report Card

- In February 2022, all schools in deciles 1-3 were required to submit to OCDE the School Accountability Report Card (SARC) published in the 2021-22 school year. OCDE conducted a review to verify the accuracy of data reported on the SARC with respect to the sufficiency of instructional materials and the condition of facilities. SARC verification results are enclosed.

Uniform Complaint Procedures (UCP)

- OCDE requested data regarding uniform complaints related to textbooks and instructional materials, facility conditions, and teacher vacancies or misassignments received during the second quarter.
- No complaints were filed in your district during the period of October through December 2021.

Upcoming Quarter

- Uniform Complaint Procedure reporting

If you have any questions regarding this report, please contact me at (714) 966-4385 or nsavio@ocde.us.

On behalf of Dr. Al Mijares, County Superintendent of Schools, thank you for your diligent efforts to address the Williams Settlement Legislation requirements.

NSN:ag

Enclosure

c: Al Mijares, Ph.D., County Superintendent of Schools
Joe Carmona, Director, Special Programs

ORANGE COUNTY BOARD OF EDUCATION
MARI BARKE
REBECCA "BECKIE" GOMEZ
TIM SHAW
LISA SPARKS, PH.D.
KEN L. WILLIAMS, D.O.

Orange County Department of Education
Educational Services Division

Williams Settlement Legislation
3rd Quarter Report
Anaheim Union High School District
2021-22

SCHOOL ACCOUNTABILITY REPORT CARD (SARC) VERIFICATION

The SARCs published in 2021-22 were reviewed to determine the accuracy of information reported for sufficiency of textbooks and instructional materials and safety, cleanliness, and functionality of school facilities.

School	SARC Review Date(s)	Instructional Materials Accurate	Instructional Material Discrepancies	Facility Conditions Accurate	Facility Condition Discrepancies
Ball Junior High	March 29, 2022	Yes	N/A	Yes	N/A
Magnolia High	March 29, 2022	Yes	N/A	Yes	N/A
South Junior High	March 29, 2022	Yes	N/A	Yes	N/A
Sycamore Junior High	March 29, 2022	Yes	N/A	Yes	N/A

BOT 2

Respectfully submitted,

NSN

Nicole Savio Newfield
Administrator, Student Achievement and Wellness

4/29/22

Date

Human Resources Division, Certificated Personnel

1. Resignations/Retirements, effective as noted:

Anderson, Sarah	Resignation	6/3/22
Betancourt, Patrice	Resignation	5/27/22
Cabiles, Caitlin	Resignation	6/30/22
Camarena, Manuel	Resignation	6/16/22
Drysol, Alexandra	Resignation	5/27/22
Garfias, Destiny	Resignation	5/27/22
Higger, Lyle	Retirement	5/27/22
Hodgson, Kevin	Resignation	6/30/22
Lingberg, Sarah	Resignation	5/27/22
Mc Adams, Ashely	Resignation	6/3/22
Oatey, Diane	Retirement	5/27/22
Palus, Joseph	Retirement	5/27/22
Pham, Tony	Resignation	10/10/21
Teutimez III, John	Resignation	5/27/22
Ulrich, Jonathan	Resignation	5/27/22
Williams, Jason	Resignation	5/27/22

2. Leaves of Absence:

Schuster, Grant, Dale Junior High School, to serve as President of Teachers United/ASTA, effective for the 2022-23 school year, with pay and with benefits. The cost reimbursement by ASTA at the long-term substitute rate of pay per Board Policy 6306.

3. Employment:

A. Teacher(s)/Temporary:

		Column	Step
Abuhadwan, Mohammad	8/8/22	4	5
Acosta, Isabel	8/8/22	2	2
Aden, Jason	8/8/22	1	2
Baca, Myranda	8/8/22	3	2
Bain, Brooke	8/8/22	3	2
Baker, Brandon	8/8/22	3	2
Banuelos, Elyse	8/8/22	3	2
Becerra, Kathy	8/8/22	1	2
Beleno, Genely	8/8/22	4	8
Bernhard, Brad	8/8/22	3	2
Besch, Cory	8/8/22	1	2
Boardwine, Joseph	8/8/22	3	8
Brush, Cortnee	8/8/22	4	2
Buitron, Maria	8/8/22	2	2
Bulux, Kimberly	8/8/22	4	4
Cadenas Godinez, Nancy	8/8/22	3	3
Catolico, Shawn	8/8/22	3	6
Cervantes, Robin	8/8/22	4	8
Chavez, Ana	8/8/22	1	1
Chorn, Alexis	8/8/22	3	8
Cisneros, Jacqueline	8/8/22	3	8
Clark, Chad	8/8/22	3	5

Cobian Mejia, Erik	8/8/22	3	2
Collar, Jason	8/8/22	4	2
Cordon Perez, Kimberly	8/8/22	1	2
Corona, Jonathan	8/8/22	2	2
Coronado Orozco, Sabina	8/8/22	1	1
Crone, Kaela	8/8/22	3	3
Cuautle, Cynthia	8/8/22	1	1
Dang, Bicky	8/8/22	3	6
De Luna, Ignacio	8/8/22	1	6
Deluise, Nicole	8/8/22	3	2
Dimaano, Pamela	8/8/22	3	2
Dinnen, Shawna	8/8/22	3	2
Duong, Tulinh	8/8/22	4	3
Eisenbrey, Maile	8/8/22	2	8
Esparza, Alexis	8/8/22	2	7
Esquivel, Savannah	8/8/22	2	3
Felix, Joseph	8/8/22	1	3
Franke, Joanna	8/8/22	4	2
Garcia, Angie	8/8/22	3	2
Garcia, Luis	8/8/22	4	8
Garton, Keith	8/8/22	4	2
Geerdes, Ross	8/8/22	4	5
Ghareebo, Youjung	8/8/22	3	3
Gianni, Danielle	8/8/22	1	2
Gomez, Ariana	8/8/22	1	2
Gonzalez, Oscar	8/8/22	1	4
Grefe, Rachel	8/8/22	3	2
Griffin, Elizabeth	8/8/22	3	2
Grosveld, Abigale	8/8/22	3	1
Guppy, William	8/8/22	3	4
Hacker, Shannon	8/8/22	3	4
Hailer, Jared	8/8/22	3	2
Hernandez, Abbigail	8/8/22	3	5
Hibbs, Jennifer	8/8/22	3	11
Hinojosa Carrillo, Miguel	8/8/22	3	2
Ho, Eunice	8/8/22	4	4
Hodgson, Stephanie	8/8/22	4	8
Hordyk, Mark	8/8/22	3	7
Hughes, Eric	8/8/22	1	2
Humphreys, Wesley	8/8/22	1	2
Hurley, Dustin	8/8/22	3	2
Hylland, Cara	8/8/22	3	2
Ibarra, Paloma	8/8/22	4	2
Irving, Elizabeth	8/8/22	3	2
Jacobsen, Desiree	8/8/22	2	2
Jimenez, Denise	8/8/22	3	2
Jones, Hollie	8/8/22	3	3
Joy-Lemley, Amy	8/8/22	4	8
Juarez, Jonathan	8/8/22	1	7
Jung, Erica	8/8/22	2	2
Khadige, Rita	8/8/22	4	4
Kim, Catherine	8/8/22	4	5

Kim, Jae	8/8/22	4	7
Kim, Jessica	8/8/22	4	7
Lauder, Douglas	8/8/22	4	9
Lee, Walene	8/8/22	3	6
Lieu, Daniel	8/8/22	4	5
Llewellyn, Randi	8/8/22	1	2
Look, Katheryn	8/8/22	3	8
Lopez, Kenia	8/8/22	2	2
Lor, Angelica	8/8/22	4	3
Manalo, Catherine	8/8/22	3	2
Martinez, Danny	8/8/22	2	2
Martinez, Miguel	8/8/22	1	9
Martinez Jr., Daniel	8/8/22	3	3
Maruyama, Ryan	8/8/22	3	2
Massey, Heather	8/8/22	1	9
Mendoza Ruiz, Severiano	8/8/22	2	2
Miller, Brian	8/8/22	1	8
Molcho, Moshe	8/8/22	3	8
Montoya, Maria	8/8/22	3	2
Morello, Michael	8/8/22	1	2
Morfin, Mayra	8/8/22	3	2
Mousa, Lina	8/8/22	3	5
Mutrais, Verana	8/8/22	1	2
Nelson, Mackenzie	8/8/22	2	3
Nguyen, Mellodee	8/8/22	3	2
Nguyen, Shenny	8/8/22	2	2
Nguyen, Vien	8/8/22	1	1
Oakley, Louis	8/8/22	2	2
Ocampo, Fidel	8/8/22	3	4
Oh, Vivian	8/8/22	3	3
Ojelabi, Anthony	8/8/22	4	6
Pardovich, Renee	8/8/22	4	8
Park, Caroline	8/8/22	4	9
Park, Ruth	8/8/22	1	1
Perez, Diana	8/8/22	2	4
Phelps, Taylor	8/8/22	3	2
Portwood, Mark	8/8/22	4	6
Quan, Alexander	8/8/22	3	5
Ramirez, Michael	8/8/22	1	2
Rankin, Lauren	8/8/22	3	2
Ray, Jason	8/8/22	3	4
Reid, Richard	8/8/22	3	6
Renteria-Paez, Karen	8/8/22	3	2
Rodich, Antone	8/8/22	3	8
Rosete, Jessica	8/8/22	1	2
Saldana, Reihle	8/8/22	2	3
Samuel, Ghada	8/8/22	4	4
Scanland, Mackay	8/8/22	3	7
Schreiner, Gabrielle	8/8/22	1	2
Schultz, Matthew	8/8/22	3	6
Shears, Carol	8/8/22	2	8
Shepherd, Dean	8/8/22	2	3

Song, Eunice	8/8/22	3	2
Song, Yoo	8/8/22	3	4
Soria, Claudio	8/8/22	4	6
Srulevitch, Philip	8/8/22	3	3
Stecher, Nicholas	8/8/22	3	8
Tarango, Pablo	8/8/22	1	3
Ternasky, Rebecca	8/8/22	4	8
Thomas, Hannah	8/8/22	3	2
Thomas, Kyle	8/8/22	1	5
Torres, Priscilla	8/8/22	4	2
Tovar, Sarah	8/8/22	2	2
Tran, John	8/8/22	4	8
Traudt, Susan	8/8/22	4	10
Valadez Ramirez, Leonel	8/8/22	4	3
Valencia, Valeria	8/8/22	3	2
Valle-Lara, Jesus	8/8/22	2	3
Van Gilder, Christine	8/8/22	4	8
Van Vooren, Melissa	8/8/22	3	8
Vargas, Alexis	8/8/22	4	2
Vasquez-Bruno, Allyson	8/8/22	4	2
Velazquez, Adele	8/8/22	3	3
Vu, Kathy	8/8/22	3	8
Wai, Jeremiah	8/8/22	4	9
Ward, Ryan	8/8/22	3	3
White, Courtney	8/8/22	4	2
Winter, Branden	8/8/22	4	3
Wolf, Courtney	8/8/22	2	2
Wright, Benjamin	8/8/22	1	2
Yu, Annie	8/8/22	3	3
Zadeh, Alborz	8/8/22	4	8
Zelaya, Kevin	8/8/22	3	3
Zepeda, Sarah	8/8/22	1	10

B. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Chang, Michelle	5/20/22
Chiu, Joshua	4/27/22
Gellatly, Alexander	4/8/22
Kline, Daniel	4/15/22
Mantey, Jordan	4/21/22
Mulcahy, Sheely	3/24/22
Oh, Donghyuk	8/8/22
Quinn, Ryan	4/28/22
Rileywaite, Morgan	5/2/22
Rosas, Andrea	5/5/22
Shipma, Jessica	6/1/22

C. Counselor(s)/Temporary:

		Column	Step
Cervantes-Manzanares, Jennifer	7/20/22	2	6
Colon, Elisa	7/20/22	2	2

Conrad, Monica	7/20/22	3	4
Gahungu, Melissa	7/20/22	3	1
Han, Rachel	7/20/22	1	1
Jonke, Alexis	7/20/22	3	2
Lopez Brito, Bertha	7/20/22	2	4
Lu, Amanda	7/20/22	3	2
Medina, Angiela	7/20/22	2	6
Millan, Yesenia	7/20/22	2	2
Murillo, Jeremiah	7/20/22	3	1
Ortega, Alma	7/20/22	3	4
Palma, Eder	7/20/22	3	2
Parra, Jessica	7/20/22	2	2
Pefley, Mackenna	7/20/22	3	1
Pena, Karen	7/20/22	2	2
Preciado, Brenda	7/20/22	3	4
Ramirez, Sabrina	7/20/22	2	2
Sandoval, Kenia	7/20/22	2	6
Serkez, Amber	7/20/22	3	8

D. Day-to-Day Substitute Counselor(s), effective as noted:

Henry, Kelley 5/3/22

E. Social Worker(s)/Temporary:

		Column	Step
Abramovitz, Jonathan	7/20/22	3	4
Farfan, Yazmin	7/20/22	2	2
Fernandez Zamora, Jessica	7/20/22	3	3
Franco, Gabriel	7/20/22	3	4
Gomez, Rebeca	7/20/22	3	2
Lopez, Bristol	7/20/22	3	3
Lorigo, Daniel	7/20/22	3	2
Miguel, Nubia	7/20/22	3	4
Nunez, Rocio	7/20/22	3	2
Ortiz Marmolejo, Ailene	7/20/22	3	2
Prado, Vanessa	7/20/22	3	3
Ramirez, Michelle	7/20/22	3	2
Rivera, Jennifer	7/20/22	3	3
Sebastian, Maggie	7/20/22	3	4
Servin, Stephanie	7/20/22	3	2
Silva, Amy	7/20/22	3	2

F. Beginning Teacher Support and Assessment (BTSA)/Induction Specialists, on an if and as needed basis, to the following individuals to coordinate training and various phases of program evaluation, oversee induction participant credentialing, Peer Assistance Review (PAR), substitute training, and student teacher placement, effective 9/1/22 through 6/30/23. (BTSA Funds)

Schwartz, Billie $4,974.60/month, not to exceed $49,746

G. Administrator Salary Placements, effective as noted:

		Range	Step
Aguayo, Patricia Assistant Principal, Senior High School	7/1/22	22	2
Brown, Jennifer Principal, Senior High School	7/1/22	25	6
Bryant, Amanda Assistant Principal, Senior High School	7/1/22	22	1
Calleros, Ruben Principal, Senior High School	7/1/22	25	4
Chaturanyakoon, Christina Psychologist	7/1/22	31	2
Chau, Aaron Principal, Senior High School	7/1/22	25	4
Choi, Lauren Assistant Principal, Senior High School	7/1/22	22	6
Connely, Yuliana Assistant Principal, Senior High School	7/1/22	22	4
Cortez, Nancy Principal, Junior High School	7/1/22	24	6
Crawford, Bindi Principal, Junior High School	7/1/22	24	5
Cruz, Adela Director, School Mental Health and Wellness	7/1/22	35	6
Fujimoto, Diana Coordinator, Educational Services	7/1/22	25	1
Hernandez, Charles Principal, Senior High School	7/1/22	25	6
Hernandez, Roxanna Coorodinator, Educational Services	7/1/22	25	6
Hernandez, Sergio Assistant Principal, Senior High School	7/1/22	22	3
Klatzker, Lauren Coordinator, Special Youth Services	7/1/22	25	1

Krueger, Celeste Director, Human Resources	7/1/22	35	6
Kwon, Amy Director, Educational Services	7/1/22	35	6
Lee, Maryanna Assistant Principal, Junior High School	7/1/22	21	6
Moreno, Lorena Principal, Senior High School	7/1/22	25	6
Maya, Aime Director, Special Youth Services	7/1/22	35	6
Peters, Joanna Assistant Principal, Junior High School	7/1/22	21	6
Phabsomphou, Christina Psychologist	7/1/22	31	3
Poggio, Randy Assistant Principal, Senior High School	7/1/22	22	1
Saldivar, Roberto Executive Director of Educational Services	7/1/22	42	3
Sasai, Jennifer Principal, Junior High School	7/1/22	24	5
Valdez, Michelle Program Specialist	7/1/22	30	6
Vazquez, Hilda Coordinator, Senior High School	7/1/22	25	6
Yi, Erika Assistant Principal, Senior High School	7/1/22	22	1
Zavala, Agustin Assistant Principal, Senior High School	7/1/22	22	4

H. Administrator Salary Placements/Temporary, effective as noted:

		Range	Step
Hernandez, Itzel Psychologist	7/1/22	31	1
Monteon, Samantha Psychologist	7/1/22	31	1

4. Extra Service Compensation:

A. AUHSD Tobacco Use Prevention Education (TUPE) Program Stipend, to be paid for the 2021-22 school year to the following individuals as noted: (AUHSD TUPE Grant Funds grant term 2020-23)

Aguayo, Jairo	$2,000
Armijo, Valerie	$3,000
Azevedo, Cody	$2,000
Azevedo, Vicky	$7,500
Banales, Catarina	$2,000
Bryant, Amanda	$500
Cary, Shari	$1,500
Chaldu, Chayne	$2,000
Dunham, Anita (AJ)	$2,000
Felix, Joseph	$2,000
Figueroa, Ana	$1,000
Guerrero, Heather	$1,000
Hickman, Karen	$2,000
Hormuth, Lisa	$2,000
Kliem, Erin	$3,000
Lind, Augusta (Gusti)	$2,000
Malmborg, Debra	$2,000
Mitchell, Kiandra	$2,000
Ngo, Diana	$2,000
Resch, Nikki	$2,000
Sherman, Tyler	$2,000
Ternasky, Rebecca	$2,000
Ting, Cynthia	$2,000
Viramontes, Juan	$2,000

B. Additional Work Days, for the 2022-23 school year, for the following certificated coordinator, with 25 additional days, at their per diem rate of pay (TUPE Funds). Additional work days may begin anytime from August 1, 2022 through June 30, 2023.

Vicky Azevedo	District TUPE Project Coordinator

C. Independent Learning Center (ILC) Summer Program, the ILC provides credit recovery for students during the summer of 2022. Hours of operation will be limited to six hours a day, five days a week. Individuals will be paid at the hourly rate of pay, not to exceed $6,730.26 per person. (General Funds)

Arellano, Jaime	Anaheim High School
Casas, Joe	Anaheim High School
Cruchley, Lara	Western High School
Esperanza, Cori	Anaheim High School
Garcia, Liliana	Anaheim 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

D. Independent Learning Center (ILC) Stipend and Additional Work Days, for the 2022-23 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, 2022: (Independent Learning Center Funds)

Nguyen, Pete	Outreach Teacher/Specialist	Western High School
Ramirez, Oscar	Outreach Teacher/Specialist	Anaheim High School

E. Independent Learning Center (ILC) Additional Work Days, for the 2022-23 school year, for the following ILC Outreach Counselors, 15 additional days, at their per diem rate of pay, effective July 1, 2022: (Independent Learning Center Funds)

Casas, Joe	Outreach Counselor	Anaheim High School
Grothe, Elizabeth	Outreach Counselor	Western High School

F. Independent Learning Center (ILC) Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2022-23 school year, effective August 10, 2022: (General Funds)

Arellano, Jaime	Anaheim High School
Cruchley, Lara	Western High School
Esperanza, Cori	Anaheim High School
Garcia, Liliana	Anaheim High School
Hughes, Scott	Western High School
Nguyen, Pete	Western High School
Ramirez, Oscar	Anaheim High School

G. AIME Summer Internship Coordinator Stipend, for the following individual(s) who will oversee 125 high school students selected for a paid summer internship with business partners. Coordinators will work for seven weeks from June 3, 2022, through July 15, 2022. Individuals will be paid $7,000 per person, to be paid in two equal payments. (AIME Funds)

Johnson, Mandy
Pfeiffer, Sean
Solórzano, Raymond
Wilmoth, Scott

H. SUMMER Program LEAD Stipend, for the following individual(s) who served as LEAD for Summer Programs, June 1 through July 1, 2022, in the amount not to exceed $6,000 per person: (ESSER II Funds)

Campos, Cheryl	Katella High School
Cortez, Lorena	District Office
Davis, Carlo	Katella High School
Felix, Stephanie	District Office
Flores, Robert	Anaheim High School
Gutierrez, Christie	District Office

Hatzis, Panayiota	Savanna High School
Hightower, Jayette	Katella High School
Hoang, Vy	Magnolia High School
Kelii, Veronica	Sycamore Junior High School
Ledesma-Palomino, Stephanie	Ball Junior High School
Lee, Jenny	Ball Junior High School
Meza, Susanna	Brookhurst Junior High School
Rosenberg, Paola	Kennedy High School
Serrano, Guadalupe	South Junior High School
Switzer, Michael	District Office
Tenorio, Eric	Anaheim High School
Torres, Carolyn	Dale Junior High School
White, Angelita	Magnolia High School

I. Summer Program Administrator Stipend, for the following individual(s) who served as principal administrator for Summer Programs, June 1 through July 1, 2022, in the amount not to exceed $7,500 per person: (ESSER II Funds)

Acosta, Angel
Cho, Esther
Choi, Lauren
Covey, Brian
Hernandez, Sergio
Hoshi, Ron
Howe, Jeffrey
Kovar, Jana
Nava, Demetrio
Nichols, Britney
Ruelas, Ryan
Ruiz-Flores, Claudia
Santiago, Rafael
Stout, Lorena
Surfas, Michelle

J. Extended School Year (ESY) Administrator Stipend, for the following individual(s) who served as principal administrator of ESY, June 1 through July 1, 2022, at the total amount specified: (ESSER II Funds)

Konrad, Alison	$ 3,750
Ku, Charles	$ 3,375
Loch, Ryan	$ 3,750
Pittman, Christina	$ 3,750

K. Health Summer Program, to be paid to the following individual(s), at the hourly rate of pay of $49.29 per person between June 1, 2022 – June 30th, 2022 and starting July 1st, 2022 rate of $48.77. Hours will vary depending on the planned activities and will be in session from June 6, 2022, through July 1, 2022. (ESSER II Funds)

Duran, Sevastian
Frias, Daisy
Garcia, Jennifer

Nguyen, Mimi
Shipma, Jessica
Truong, Amanda

L. Math Summer Program, to be paid to the following individual(s), at the hourly rate of pay of $49.29 per person between June 1, 2022 – June 30th, 2022 and starting July 1st, 2022 rate of $48.77. Hours will vary depending on the planned activities and will be in session from June 6, 2022, through July 1, 2022. (ESSER II Funds)

East, Ryan
Schiada, Paul
Tanara, Lily
Vu, Kyle

M. English Summer Program, to be paid to the following individual(s), at the hourly rate of pay of $49.29 per person between June 1, 2022 – June 30th, 2022 and starting July 1st, 2022 rate of $48.77. Hours will vary depending on the planned activities and will be in session from June 6, 2022, through July 1, 2022. (ESSER II Funds)

Foytek, Emily
Ramos, Andy
Van Hoosier, Daniel

N. History Summer Program, to be paid to the following individual(s), at the hourly rate of pay of $49.29 per person between June 1, 2022 – June 30th, 2022 and starting July 1st, 2022 rate of $48.77. Hours will vary depending on the planned activities and will be in session from June 6, 2022, through July 1, 2022. (ESSER II Funds)

Drew, Desiree
Fliss, Matthew
Manrique, Robyn
Morrar, Akram
Tovalino, Danny
Valle, Christian
Werle, Alexandra

O. Summer Arts Academy, to be paid to the following individual(s), at the hourly rate of pay of $49.29 per person between June 1, 2022 – June 30th, 2022 and starting July 1st, 2022 rate of $48.77. Hours will vary depending on the planned activities and will be in session from June 6, 2022, through July 1, 2022. (ESSER II Funds)

Chavez, Joan
Lopez – Peralta, Anahi

P. Extended School Year (ESY), to be paid to the following individual(s), at the hourly rate of pay of $49.29 per person between June 1, 2022 – June 30th, 2022 and starting July 1st, 2022 rate of $48.77. Hours will vary depending on the planned activities and will be in session from June 6, 2022, through July 1, 2022. (ESSER II Funds)

Soheili, Sina

Q. Summer Program Substitutes, to be paid to the following individual(s), at the daily substitute rate of $160 per person. Days will vary depending on the need at each school site and will be in session from June 2, 2022, through July 1, 2022. (ESSER II Funds)

Adsen, Andrew
Bean, Katie
Garcia, Daisy
Hemmerling, Brad
Lewis, Ian
Ly, Alice
Manning, Sean
Noah, Douglas
Rowe, Vince
Schiada, Paul
Sebel, Scott
Valle, Lilibeth
Yokoyama, Crista

5. Correction to Longevity date for ASTA unit member(s):

NAME	ORIGINAL LONGEVITY DATE	CORRECTED LONGEVITY DATE
Davidson, Daniel	9/1/1999	9/1/1998

6. Correction to Seniority date for ASTA unit member(s):

NAME	ORIGINAL SENIORITY DATE	CORRECTED SENIORITY DATE
Davidson, Daniel	9/7/1999	8/16/2001

7. 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
Chavez, Ana	1	1	2	6	3/28/22
Coronado, Sabina	1	1	3	1	8/8/22
Gomez, Ariana	1	1	2	2	8/8/22
Grefe, Rachel	3	1	4	2	8/8/22
Lauder, Douglas	4	7	4	8	8/5/21
Lopez, Kenia	2	1	3	2	8/8/22
Nguyen, Vien	1	1	3	1	4/5/22
Parra, Jessica	1	2	2	2	7/20/22
Quan, Alexander	3	1	3	4	8/30/21

Ramirez, Leonel	1	1	4	2	8/11/21
Shammas, Razan	1	6	3	7	8/8/22
Tarango, Pablo	1	2	2	3	8/8/22
Torres, Ricardo	2	5	3	6	8/8/22
Valencia, Valeria	3	1	4	2	8/8/22
Wright, Benjamin	1	2	3	2	8/8/22

8. Pay adjustments for the following military instructors for the JROTC/NJROTC program unless otherwise noted by military contract, effective as noted:

	Salary	Effective
Tolliver, Jeffrey	$7,012.30	5/1/22

9. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

Alonso, Laree	5/18/22
Aroesty,Phoebe	5/6/22
Black, Soleilskyler	5/9/22
Burton, Jodeen	6/2/22
Campos, Julia	5/19/22
Candelario, Rachal	4/26/22
Chips, Kimberly	5/19/22
Dunn, Elizabeth	5/16/22
Duong, Michael	4/14/22
Florin, Sofia	5/6/22
Gaber, Yoliana	5/19/22
Gopin, Jessica	5/6/22
Grepo, Roveelynn	4/11/22
Hullett, Taylor	5/11/22
Le, Dominic	5/13/22
Levine, Nicole	5/25/22
Manzanarez, Kimberly	6/2/22
Marchan, Ray	4/20/22
McCrossin, Melinaparis	4/25/22
McNamee, Kimberly	5/19/22
Neitz, Caitlyn	5/10/22
Nguyen, Ryan	5/13/22
Norton, Hanna	4/29/22
Oates, Christine	4/25/22
Ortiz, Margaret	5/6/22
Ortiz, Pedro	5/6/22
Ott, Katyn	5/7/22
Querubin Derro, Lourajessica	5/14/22
Santana, Dominic	5/16/22
Sarmientosflores, Rosalba	5/10/22
Schreiber, Paige	5/9/22
Seddon, Jamie	5/6/22
Segat, Alexandra	5/10/22
Serratoschavez, Ma Guadalupe	4/25/22
Stephan, Mark	3/8/22
Tang, Eric	5/13/22

Thanki, Prity	4/25/22
Tilley, Alexandria	5/3/22
Torres, Olga	6/2/22
Trujilloortega, Norma	3/5/22
Urrutia, Clarissa	5/6/22
Van Horn, Arland	5/16/22
Verloo, Anna	5/13/22
Vital, Cystal	5/3/22
Vu, Dang	5/13/22
Wilcox, Caroline	5/23/22
Wright, Elaine	4/26/22
Yaghoubi, Shila	5/12/22
Youssef, Jessica	5/12/22

10. Extra Service Assignments, employment effective as noted:

Classified:

	Salary	Term	Effective
Anaheim			
Perez, Antonia Soccer, Assistant	$3,364	Season	11/1/21
Schumm, Brett Athletic Trainer	$4,513	Season	11/1/21
Kennedy			
Johnson, Kris Track	$4,513	Season	2/1/22
Latham, Ronald Swimming, Asst./Lower Level	$3,364	Season	2/1/22
Magnolia			
Munoz, Mercedes Softball, Asst./Lower Level	$3,602	Season	2/1/22
Oxford			
Pena, Brenda Volleyball, Assistant	$3,364	Season	2/1/22
Savanna			
Benjamin, Leslie Choir	$1,997.50	2nd Semester	1/3/22
Moonswami, Bob Tennis	$2,882.95	Season	2/1/22

Human Resources Division, Classified Personnel

1. **Retirements/Resignations/Terminations, effective as noted:**

	Location:	**Effective**
Aniag, Kim Instructional Assistant – Behavioral Support	Hope School	05/10/2022
Castro Acuna, Maria Food Services Assistant I	Food Services Department	12/16/2022
Cuevas, Stephanie Secretary – Attendance (Bilingual)	Orangeview Jr. High School	05/12/2022
Dawirs, Marion Braille Transcriber	Dale Jr. High School	05/26/2022
Diaz, Michelle College and Career Readiness Specialist	Katella High School	06/03/2022
Evers, Steven Food Services Assistant I	Western High School	05/26/2022
Garcia, Matthew Instructional Assistant – Behavioral Support	Hope School	04/29/2022
Gonzalez, Luisa Food Services Assistant I	Food Services Department	06/08/2022
Guerrero, Raelyn College and Career Readiness Specialist	Loara High School	04/08/2022
Heredia, Frank Family and Community Engagement Specialist	Oxford Academy	05/13/2022
Hollis, Pamela Speech Language Pathology Assistant	Special Youth Services Department	05/26/2022
Jimenez Nunez, Xochilt Secretary – School Support (Bilingual)	Gilbert High School	05/25/2022
Kinney, Yanira Bus Driver	Transportation Department	05/13/2022
Kubes, Isabella Instructional Assistant – Specialized Academic Instruction	South Jr. High School	05/26/2022
Mendoza, Micaela Instructional Assistant – Behavioral Support	Anaheim High School	05/26/2022
Mercado, Claudia Language Program Technician	Plurilingual Services Department	05/27/2022

Miranda Zuniga, Thannya Instructional Assistant – Behavioral Support	Hope School	05/26/2022
Ochoa, Adrien Bus Driver	Transportation Department	04/21/2022
Ponce, Doreen Food Services Manager I	Cypress High School	05/31/2022
Scholl, Amy Instructional Assistant – Behavioral Support	Hope School	05/26/2022
Tizol, Krystal Bus Driver	Transportation Department	05/03/2022
Velasco, Giovanni Instructional Assistant – Bilingual (Spanish)	Loara High School	05/26/2022
Zamora, Bianca College and Career Readiness Specialist	Kennedy High School	05/13/2022
Zuniga-Orozco, Mark Instructional Assistant – Behavioral Support	Brookhurst Jr. High School	05/25/2022

2. **Leaves of Absence:**

Cartwright-Zapien, Mary, for health reasons, without pay and without health benefits from 5/5/22 through the end of the working day on 5/5/22 through the end of the working day on 5/26/22.

De la Cruz-Avila, Jose, for personal reasons, without pay and without health benefits from 5/13/22 through the end of the working day on 5/26/22.

Laris, Josefina, for health reasons, without pay and without health benefits from 3/5/22 through the end of the working day on 11/23/22.

Mizell, Sarah, for health reasons, without pay and without health benefits from 4/6/22 through the end of the working day on 5/26/22.

Park, Leanne, for education, without pay and without health benefits from 9/6/22 through the end of the working day on 12/15/22.

3. **Employment, effective as noted:**

	Range/Step:	**Effective:**
Permanent Employees:		
Ammar, Ala Food Services Assistant I	41/01	05/17/2022

Balogh, Patricia Licensed Vocational Nurse	55/07	05/23/2022
Gibson, William III Campus Safety Aide	41/01	05/23/2022
Haller, Michelle Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	05/16/2022
Hernandez-Zamora, Jazmin Instructional Assistant – Specialized Academic Instruction (Bilingual)	47/01	05/10/2022
Muniz-Jones, Kori Instructional Assistant – Specialized Academic Instruction	43/09	05/16/2022
Ocbo, Andrew Athletic Trainer	58/06	07/18/2022
Pietranowicz, Jody Payroll Manager	20/01	05/23/2022
Quintanilla, Isaias Food Services Assistant I	41/01	05/24/2022
Tolentino, Christian Food Services Assistant I	41/01	05/23/2022
Trujillo, Pamela Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	05/16/2022

Promotions:

Bird, Brian Athletic Facilities Worker I	49/10	06/06/2022
Padilla, Paola Instructional Assistant – Specialized Academic Instruction (Bilingual)	47/01	05/02/2022
Sangren, Scott Director of Transportation	36/01	05/02/2022

Substitute Employees:

Alvarez, Crystal Substitute Instructional Assistant – Adult Transition	51/01	05/18/2022

Alvarez, Crystal Substitute Instructional Assistant – Behavioral Support	51/01	05/18/2022
Alvarez, Crystal Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	05/18/2022
Chavez, Andrea Substitute Custodian	48/01	05/02/2022
Cortez, Oscar Substitute Auditorium Operations Technician	54/01	05/25/2022
Cuevas, Stephanie Substitute Secretary	51/01	05/13/2022
Cuevas, Stephanie Substitute Secretary (Bilingual)	53/01	05/13/2022
De La Cruz, Jose Substitute Se. Equipment Operator	55/10	06/01/2022
Gutierrez, Santiago Substitute Custodian	48/01	05/09/2022
Hinojoza Gonzalez, Brian Substitute Custodian	48/01	04/27/2022
Josef, Dan Substitute Technology Services Technician	57/01	06/10/2022
Matthews, Vikram Substitute Instructional Assistant – Adult Transition	51/03	05/04/2022
Matthews, Vikram Substitute Instructional Assistant – Behavioral Support	51/03	05/04/2022
Matthews, Vikram Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/03	05/04/2022
Matthews, Vikram Substitute Instructional Assistant – Specialized Academic Instruction	43/01	05/04/2022
Ochoa, Adrien Substitute Bus Driver	55/02	04/25/2022

Ortuno, Sandy Substitute Office Assistant	43/01	04/25/2022
Ortuno, Sandy Substitute Secretary	51/01	04/25/2022
Tizol, Krystal Substitute Campus Safety Aide	41/01	05/05/2022
Wadsworth, Tracie Substitute Health Services Technician	51/01	04/28/2022
Yu, Michael Substitute Technology Services Technician	57/01	06/10/2022

4. **Food Service Student Workers**

	Effective
Alcala, Naibe	05/25/2022
Choi, Kaylah	05/25/2022
Kaushik, Sanchit	05/26/2022
Lara Munoz, Itzy	05/05/2022
Lim, Jonathan	05/25/2022
Pantaleon, Darlene	05/13/2022
Rojas, Samuel	05/26/2022
Viveros, Benjamin	05/12/2022

5. **Workability, current minimum wage or stipend of $256 effective as noted:**
(Workability Grant Funds)

	Effective
Alarcon, Carolyne	05/29/2022
Avendano, Oscar	05/29/2022
Berruete-Villalobos, Alejandro	05/29/2022
Cardenas Reyna, Angel	05/29/2022
Conklin, Travis	05/29/2022
Cruz Trinidad, Marlyn	05/29/2022
Dominguez, Eden	05/29/2022
Duarte, Samantha	05/29/2022
Gallardo, Ariana	05/29/2022
Gomez, Daisy	05/29/2022
Hernandez, Ruth	05/29/2022
Keuilian, Jeremiah	05/29/2022
Khan, Faize	05/13/2022
Morales-Sandoval, Christopher	05/29/2022
Nava Hernandez, Diego	05/29/2022
Navarro, Rosa	05/29/2022
Nolasco, Monserrat	05/29/2022
Ramos-Rubio, Diego	05/29/2022
Reid, David	05/29/2022
Reynoso, Mariana	05/29/2022
Rios, Jiselle	05/29/2022

Rios-Jones, Daniel	05/29/2022
Rodriguez, Edwin	05/29/2022
Rodriguez, Kevin	05/29/2022
Rojas Celis, Mary	05/29/2022
Sanchez, Alvaro	05/29/2022
Sanchez, Christian	05/29/2022
Sanchez, Ricardo	05/29/2022
Santizo, Dylan	05/31/2022
Sims, Jack	05/29/2022
Smiley, Braeden	05/29/2022
Soto, Israel	05/29/2022

EMPLOYMENT AGREEMENT
BETWEEN THE GOVERNING BOARD OF
THE ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
JARON FRIED, Ed.D.

This Agreement is hereby entered into this 5th day of May 2022, by and between the Governing Board of the Anaheim Union High School District (hereinafter referred to as "District" or "Board") and Jaron Fried, Ed.D. (hereinafter referred to as "Assistant Superintendent").

WHEREAS, the Board desires to employ Jaron Fried, Ed.D. as the Assistant Superintendent, Education of the District, and Jaron Fried, Ed.D. desires to accept employment as the Assistant Superintendent, Education for the District upon the terms and conditions hereinafter set forth in this Agreement;

WHEREAS, effective July 1, 2022, this Agreement supersedes and replaces the Employment Agreement Between the Governing Board of the Anaheim Union High School District and Jaron Fried, Ed.D., dated May 7, 2019, as amended on June 18, 2020 and May 6, 2021.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties hereto agree as follows:

1. ASSISTANT SUPERINTENDENT

Jaron Fried, Ed.D. is hereby employed as the Assistant Superintendent, Education for the District.

2. TERM

a. Jaron Fried, Ed.D. shall be employed as the Assistant Superintendent, Education for a period commencing July 1, 2022, and ending June 30, 2026, and shall be subject to the terms and conditions hereinafter set forth.

b. No right of tenure, contractual obligation, expectancy of continued employment or claim of entitlement is created beyond the contract term.

3. SALARY

The Assistant Superintendent shall receive an annual salary of Two Hundred Twenty-Three Thousand Four Hundred Forty-Six Dollars ($223,446.00) which will be paid in equal monthly installments. The salary will be reviewed annually by the Board and, with the consent of the Board, any increases may be made effective at any time during the agreement.

4. DUTIES AND RESPONSIBILITIES

The Assistant Superintendent shall:

a. Diligently perform the duties and functions of the Assistant Superintendent for the District as set forth in the formal job description for the position of "Assistant Superintendent, Education" and any duties that may be assigned by the Board and the Superintendent;

b. Perform the above mentioned duties faithfully and at a professional level of competence; and

c. Comply with state and federal law, as well as District policy and District rules and regulations as they currently exist, or may hereafter be adopted or amended.

5. VACATION

a. The Assistant Superintendent shall be required to render twelve (12) months of full and regular service to the District each annual period covered by this Employment Agreement. The Assistant Superintendent shall be entitled to twenty-four (24) annual days of vacation with pay, exclusive of holidays, as defined in Sections 37220-37222 of the California Education Code, and any additional local holidays approved by the Board for twelve-month certificated employees at the time the annual calendar is adopted.

b. A maximum of twenty-nine (29) accrued unused vacation days may be carried forward from one fiscal year to the next. In the event of termination of this Employment Agreement, the Assistant Superintendent shall be entitled to compensation for unused vacation at the daily rate of compensation in effect as of the date of termination.

6. FRINGE BENEFITS

a. **Health/Welfare Benefits**. The Assistant Superintendent shall be entitled to receive all health and welfare benefits accorded other management employees of the Anaheim Union High School District in accordance with Board Policy 6603.01. In addition, due to the Assistant Superintendent's employment in the District as a management employee prior to April 6, 2007, the Assistant Superintendent, upon retirement with fifteen (15) or more years of service with the District, shall receive District-paid medical and dental benefits as provided to other management retirees through the first of the month they turn 65 and become Medicare eligible. Upon reaching age 65, the Assistant Superintendent may continue on the District-paid Medicare supplement plan for medical only if entitled to Medicare Parts A and B. District-paid dental coverage will remain as provided.

b. **Tax Sheltered Annuity**. The District shall pay the Assistant Superintendent Three Thousand Seven Hundred Forty Dollars ($3,740.00) per year to be applied toward a tax sheltered annuity.

c. **Doctoral Stipend**. The Assistant Superintendent shall be entitled to receive an annual stipend for an earned doctoral degree. The stipend will be the same amount received by current management employees pursuant to Board Policy 6616.

7. EXPENSES

a. The Assistant Superintendent shall be reimbursed for all actual and necessary expenses incurred in the course of performing his duties, in accordance with Board Policy.

b. **Professional Organizations**. The District encourages the Assistant Superintendent to participate in professional organizations and activities. Actual and necessary expenses incurred by the Assistant Superintendent in connection with attendance and/or membership in associations or organizations approved by the Board shall be paid by the District. Membership in any two associations and/or organizations is hereby authorized. These associations and/or organizations will be determined at a later date.

8. EVALUATIONS

By September 1 of each year, the Superintendent and Assistant Superintendent shall meet to establish timelines for the evaluation process. The performance of the Assistant Superintendent shall be evaluated at least once per year, by means of a written evaluation. The written evaluation shall be prepared by the Superintendent and shall be based upon, but not limited to, the Assistant Superintendent's performance of the duties and responsibilities contained in the job description, and written goals and objectives established by mutual agreement between the Superintendent and the Assistant Superintendent. The format of the written evaluation shall be devised by the Superintendent, with input from the Assistant Superintendent, after which a written summary of the discussion and evaluation shall be provided for the Assistant Superintendent. Any corrective action will be shared with the President of the Board of Trustees.

9. OUTSIDE PROFESSIONAL ACTIVITIES

a. The Assistant Superintendent may undertake professional activities, including consultative work, speaking engagements, writings, lecturing, or outside activities, provided such undertakings do not interfere with the performance of duties required pursuant to this Employment Agreement.

b. Compensation or remuneration received by the Assistant Superintendent in connection with such activities shall be assigned to the District, except that compensation for services rendered during non-working time and publication royalties shall be retained by the Assistant Superintendent.

10. MEDICAL EXAMINATION

The Assistant Superintendent shall be entitled to a complete medical examination not less than once every two years, and not more frequently than once each fiscal year, during the term of this Employment Agreement. The District shall bear the expense of such examination, to a

maximum cost of $500 per fiscal year. Any report of the medical examination shall be given directly and exclusively to the Assistant Superintendent. The Superintendent shall be advised in writing by the examining physician of the Assistant Superintendent's continued physical fitness to perform duties, and such report shall be confidential.

11. CHANGES TO OR TERMINATION OF AGREEMENT

a. This Agreement cannot be changed or supplemented orally. It may be amended, modified or superseded only by a written instrument approved by the Board in open session as required by law and executed by both the Board and the Assistant Superintendent.

b. Notwithstanding any other provision of this Agreement, the Board may elect not to renew this Employment Agreement, and/or not to reemploy the Assistant Superintendent, upon the expiration of this Agreement, pursuant to Education Code section 35031.

c. In the event that the Assistant Superintendent is unable to serve in the position due to physical and/or mental incapacity, this Employment Agreement shall be terminated by the Board upon expiration of all sick leave to which the Assistant Superintendent is entitled as provided for by statute and applicable Board policies, and upon receipt of a written evaluation by a licensed physician designated by the District, which indicates the inability of the Assistant Superintendent to further serve in the position.

d. The death of the Assistant Superintendent automatically terminates this Employment Agreement. In such event, all earned salary, vacation, or other amounts due will be paid to the estate of the Assistant Superintendent unless otherwise indicated in writing by the Assistant Superintendent.

e. In the event the Assistant Superintendent voluntarily terminates this Employment Agreement prior to its expiration, the District shall be liable for the salary only for that portion of the Agreement for which services were actually rendered.

12. OPTION TO TERMINATE

a. **Without Cause**. Notwithstanding any other provisions of this Agreement, the Board, at its sole discretion, shall have the option to terminate this Agreement without cause, upon giving thirty (30) days' written notice to the Assistant Superintendent. If the Board exercises the option to terminate the Agreement it shall pay the Assistant Superintendent, in one (1) lump sum payment within sixty (60) days of giving written notice of termination, an amount equal to the Assistant Superintendent's salary for eighteen (18) months remaining on the Agreement or the salary of the remainder of the Agreement, if such remainder is less than eighteen (18) months. In addition, the Assistant Superintendent's health benefits will continue to be paid by the District for the same length of time or until the Assistant Superintendent finds other employment, whichever is less. The calculation for

purposes of the lump sum payment shall not include any payment for vacation that would have been earned following thirty (30) days after the date of the notice of termination.

In accordance with California Government Code section 53243.2, if this Agreement is unilaterally terminated, any severance pay related to the termination that the Assistant Superintendent may receive from District shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving abuse of office or position. In such case, the statutorily required reimbursement shall be paid by the Assistant Superintendent to the District in full within thirty (30) days of such conviction, whether or not the conviction is appealed.

b. **With Cause**. The Board may elect to terminate the Assistant Superintendent's employment upon thirty (30) days' written notice to the Assistant Superintendent for cause in the following circumstances:

(1) The Assistant Superintendent's conviction of any crime of moral turpitude. A plea or verdict of guilty, a finding of guilt by a court of law, or conviction following a plea of *nolo contendere* shall be deemed to be a conviction within the meaning of this subdivision.

(2) Actions by the Assistant Superintendent in the performance of his duties involving willful malfeasance or gross negligence.

(3) The commission by the Assistant Superintendent of an act of fraud, embezzlement, theft, or material dishonesty against the District.

(4) The Assistant Superintendent's breach of any material term of this Agreement that is not cured within thirty (30) days after written notice of such breach has been given to the Assistant Superintendent by the Board.

Dismissal for cause shall be effective upon action taken by the Board and all salary and benefits provided by this Agreement shall cease upon said action by the Board. Salary and benefits earned or accrued prior to said action shall be paid to the Assistant Superintendent within thirty (30) days of said action.

13. GENERAL PROVISIONS

a. **Governing Law**: This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California, the Policies and Regulations of the California State Board of Education, and the Policies and Regulations of the Governing Board of the Anaheim Union High School District. Said laws, policies, and regulations are hereby made a part of the terms and conditions of this Employment Agreement as though fully set forth herein. Said laws, policies, and regulations may be amended from time to time.

b. **Entire Agreement**: This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

c. **No Assignment**: The Assistant Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. **Construction**: This Agreement shall not be construed more strongly against either party, regardless of which party is responsible for its preparation.

e. **Board Approval**: The effectiveness of this Agreement shall be contingent upon approval by the Board in open session as required by law.

f. **Execution of Other Documents**: The parties shall cooperate fully in the execution of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

g. **Severability**. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative, or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the date and year written above.

GOVERNING BOARD OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____ _____
Al Jabbar, President Date

By: _____ _____
Brian O'Neal, Clerk Date

By: _____ _____
Katherine H. Smith, Assistant Clerk Date

By: _____ _____
Annemarie Randle-Trejo, Member Date

By: _____ _____
Anna L. Piercy, Member Date

Acceptance:

I hereby accept this offer of employment and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Assistant Superintendent, Education of the Anaheim Union High School District.

By: _____ _____
Jaron Fried, Ed.D. Date

EMPLOYMENT AGREEMENT BETWEEN THE GOVERNING BOARD OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT AND BRAD JACKSON

This Agreement is hereby entered into this 5th day of May 2022, by and between the Governing Board of the Anaheim Union High School District (hereinafter referred to as "District" or "Board") and Brad Jackson (hereinafter referred to as "Assistant Superintendent").

WHEREAS, the Board desires to employ Brad Jackson as the Assistant Superintendent, Human Resources of the District, and Brad Jackson desires to accept employment as the Assistant Superintendent, Human Resources for the District upon the terms and conditions hereinafter set forth in this Agreement;

WHEREAS, effective July 1, 2022, this Agreement supersedes and replaces the Employment Agreement Between the Governing Board of the Anaheim Union High School District and Brad Jackson, dated May 7, 2019, as amended on June 18, 2020 and May 6, 2021.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties hereto agree as follows:

1. ASSISTANT SUPERINTENDENT

Brad Jackson is hereby employed as the Assistant Superintendent, Human Resources for the District.

2. TERM

a. Brad Jackson shall be employed as the Assistant Superintendent, Human Resources for a period commencing July 1, 2022, and ending June 30, 2026, and shall be subject to the terms and conditions hereinafter set forth.

b. No right of tenure, contractual obligation, expectancy of continued employment or claim of entitlement is created beyond the contract term.

3. SALARY

The Assistant Superintendent shall receive an annual salary of Two Hundred Twenty-Three Thousand Four Hundred Forty-Six Dollars ($223,446.00) which will be paid in equal monthly installments. The salary will be reviewed annually by the Board and, with the consent of the Board, any increases may be made effective at any time during the agreement.

4. DUTIES AND RESPONSIBILITIES

The Assistant Superintendent shall:

a. Diligently perform the duties and functions of the Assistant Superintendent for the District as set forth in the formal job description for the position of "Assistant Superintendent, Human Resources" and any duties that may be assigned by the Board and the Superintendent;

b. Perform the above mentioned duties faithfully and at a professional level of competence; and

c. Comply with state and federal law, as well as District policy and District rules and regulations as they currently exist, or may hereafter be adopted or amended.

5. VACATION

a. The Assistant Superintendent shall be required to render twelve (12) months of full and regular service to the District each annual period covered by this Employment Agreement. The Assistant Superintendent shall be entitled to twenty-four (24) annual days of vacation with pay, exclusive of holidays, as defined in Sections 37220-37222 of the California Education Code, and any additional local holidays approved by the Board for twelve-month certificated employees at the time the annual calendar is adopted.

b. A maximum of twenty-nine (29) accrued unused vacation days may be carried forward from one fiscal year to the next. In the event of termination of this Employment Agreement, the Assistant Superintendent shall be entitled to compensation for unused vacation at the daily rate of compensation in effect as of the date of termination.

6. FRINGE BENEFITS

a. **Health/Welfare Benefits**. The Assistant Superintendent shall be entitled to receive all health and welfare benefits accorded other management employees of the Anaheim Union High School District in accordance with Board Policy 6603.01. In addition, due to the Assistant Superintendent's employment in the District as a management employee prior to April 6, 2007, the Assistant Superintendent, upon retirement with fifteen (15) or more years of service with the District, shall receive District-paid medical and dental benefits as provided to other management retirees through the first of the month they turn 65 and become Medicare eligible. Upon reaching age 65, the Assistant Superintendent may continue on the District-paid Medicare supplement plan for medical only if entitled to Medicare Parts A and B. District-paid dental coverage will remain as provided.

b. **Tax Sheltered Annuity**. The District shall pay the Assistant Superintendent Three Thousand Seven Hundred Forty Dollars ($3,740.00) per year to be applied toward a tax sheltered annuity.

c. **Doctoral Stipend.** The Assistant Superintendent shall be entitled to receive an annual stipend for an earned doctoral degree. The stipend will be the same amount received by current management employees pursuant to Board Policy 6616.

7. EXPENSES

a. The Assistant Superintendent shall be reimbursed for all actual and necessary expenses incurred in the course of performing his duties, in accordance with Board Policy.

b. **Professional Organizations.** The District encourages the Assistant Superintendent to participate in professional organizations and activities. Actual and necessary expenses incurred by the Assistant Superintendent in connection with attendance and/or membership in associations or organizations approved by the Board shall be paid by the District. Membership in any two associations and/or organizations is hereby authorized. These associations and/or organizations will be determined at a later date.

8. EVALUATIONS

By September 1 of each year, the Superintendent and Assistant Superintendent shall meet to establish timelines for the evaluation process. The performance of the Assistant Superintendent shall be evaluated at least once per year, by means of a written evaluation. The written evaluation shall be prepared by the Superintendent and shall be based upon, but not limited to, the Assistant Superintendent's performance of the duties and responsibilities contained in the job description, and written goals and objectives established by mutual agreement between the Superintendent and the Assistant Superintendent. The format of the written evaluation shall be devised by the Superintendent, with input from the Assistant Superintendent, after which a written summary of the discussion and evaluation shall be provided for the Assistant Superintendent. Any corrective action will be shared with the President of the Board of Trustees.

9. OUTSIDE PROFESSIONAL ACTIVITIES

a. The Assistant Superintendent may undertake professional activities, including consultative work, speaking engagements, writings, lecturing, or outside activities, provided such undertakings do not interfere with the performance of duties required pursuant to this Employment Agreement.

b. Compensation or remuneration received by the Assistant Superintendent in connection with such activities shall be assigned to the District, except that compensation for services rendered during non-working time and publication royalties shall be retained by the Assistant Superintendent.

10. MEDICAL EXAMINATION

The Assistant Superintendent shall be entitled to a complete medical examination not less than once every two years, and not more frequently than once each fiscal year, during the term of this Employment Agreement. The District shall bear the expense of such examination, to a

maximum cost of $500 per fiscal year. Any report of the medical examination shall be given directly and exclusively to the Assistant Superintendent. The Superintendent shall be advised in writing by the examining physician of the Assistant Superintendent's continued physical fitness to perform duties, and such report shall be confidential.

11. CHANGES TO OR TERMINATION OF AGREEMENT

a. This Agreement cannot be changed or supplemented orally. It may be amended, modified or superseded only by a written instrument approved by the Board in open session as required by law and executed by both the Board and the Assistant Superintendent.

b. Notwithstanding any other provision of this Agreement, the Board may elect not to renew this Employment Agreement, and/or not to reemploy the Assistant Superintendent, upon the expiration of this Agreement, pursuant to Education Code section 35031.

c. In the event that the Assistant Superintendent is unable to serve in the position due to physical and/or mental incapacity, this Employment Agreement shall be terminated by the Board upon expiration of all sick leave to which the Assistant Superintendent is entitled as provided for by statute and applicable Board policies, and upon receipt of a written evaluation by a licensed physician designated by the District, which indicates the inability of the Assistant Superintendent to further serve in the position.

d. The death of the Assistant Superintendent automatically terminates this Employment Agreement. In such event, all earned salary, vacation, or other amounts due will be paid to the estate of the Assistant Superintendent unless otherwise indicated in writing by the Assistant Superintendent.

e. In the event the Assistant Superintendent voluntarily terminates this Employment Agreement prior to its expiration, the District shall be liable for the salary only for that portion of the Agreement for which services were actually rendered.

12. OPTION TO TERMINATE

a. **Without Cause**. Notwithstanding any other provisions of this Agreement, the Board, at its sole discretion, shall have the option to terminate this Agreement without cause, upon giving thirty (30) days' written notice to the Assistant Superintendent. If the Board exercises the option to terminate the Agreement it shall pay the Assistant Superintendent, in one (1) lump sum payment within sixty (60) days of giving written notice of termination, an amount equal to the Assistant Superintendent' salary for eighteen (18) months remaining on the Agreement or the salary of the remainder of the Agreement, if such remainder is less than eighteen (18) months. In addition, the Assistant Superintendent' health benefits will continue to be paid by the District for the same length of time or until the Assistant Superintendent finds other employment, whichever is less. The calculation for purposes of the lump sum payment shall not include any payment for vacation that would have been earned following thirty (30) days after the date of the notice of termination.

In accordance with California Government Code section 53243.2, if this Agreement is unilaterally terminated, any severance pay related to the termination that the Assistant Superintendent may receive from District shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving abuse of office or position. In such case, the statutorily required reimbursement shall be paid by the Assistant Superintendent to the District in full within thirty (30) days of such conviction, whether or not the conviction is appealed.

b. **With Cause**. The Board may elect to terminate the Assistant Superintendent' employment upon thirty (30) days' written notice to the Assistant Superintendent for cause in the following circumstances:

(1) The Assistant Superintendent's conviction of any crime of moral turpitude. A plea or verdict of guilty, a finding of guilt by a court of law, or conviction following a plea of *nolo contendere* shall be deemed to be a conviction within the meaning of this subdivision.

(2) Actions by the Assistant Superintendent in the performance of his duties involving willful malfeasance or gross negligence.

(3) The commission by the Assistant Superintendent of an act of fraud, embezzlement, theft, or material dishonesty against the District.

(4) The Assistant Superintendent's breach of any material term of this Agreement that is not cured within thirty (30) days after written notice of such breach has been given to the Assistant Superintendent by the Board.

Dismissal for cause shall be effective upon action taken by the Board and all salary and benefits provided by this Agreement shall cease upon said action by the Board.

Salary and benefits earned or accrued prior to said action shall be paid to the Assistant Superintendent within thirty (30) days of said action.

13. GENERAL PROVISIONS

a. **Governing Law**: This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California, the Policies and Regulations of the California State Board of Education, and the Policies and Regulations of the Governing Board of the Anaheim Union High School District. Said laws, policies, and regulations are hereby made a part of the terms and conditions of this Employment Agreement as though fully set forth herein. Said laws, policies, and regulations may be amended from time to time.

b. **Entire Agreement**: This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

c. **No Assignment**: The Assistant Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. **Construction**: This Agreement shall not be construed more strongly against either party, regardless of which party is responsible for its preparation.

e. **Board Approval**: The effectiveness of this Agreement shall be contingent upon approval by the Board in open session as required by law.

f. **Execution of Other Documents**: The parties shall cooperate fully in the execution of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

g. **Severability**. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative, or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the date and year written above.

GOVERNING BOARD OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____ May 5, 2022
Al Jabbar, President — Date

By: _____ May 5, 2022
Brian O'Neal, Clerk — Date

By: _____ May 5, 2022
Katherine H. Smith, Assistant Clerk — Date

By: _____ May 5, 2022
Annemarie Randle-Trejo, Member — Date

By: _____ May 5, 2022
Anna L. Piercy, Member — Date

Acceptance:

I hereby accept this offer of employment and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Assistant Superintendent, Human Resources of the Anaheim Union High School District.

By: _____ May 5, 2022
Brad Jackson — Date

EMPLOYMENT AGREEMENT BETWEEN THE GOVERNING BOARD OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT AND NANCY C. NIEN, Ph.D.

This Agreement is hereby entered into this 5th day of May 2022, by and between the Governing Board of the Anaheim Union High School District (hereinafter referred to as "District" or "Board") and Nancy C. Nien, Ph.D. (hereinafter referred to as "Assistant Superintendent").

WHEREAS, the Board desires to employ Nancy C. Nien, Ph.D. as the Assistant Superintendent, Business of the District, and Nancy C. Nien, Ph.D. desires to accept employment as the Assistant Superintendent, Business for the District upon the terms and conditions hereinafter set forth in this Agreement;

WHEREAS, effective July 1, 2022, this Agreement supersedes and replaces the Employment Agreement Between the Governing Board of the Anaheim Union High School District and Nancy C. Nien, Ph.D, dated November 19, 2020, as amended on May 6, 2021.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties hereto agree as follows:

1. ASSISTANT SUPERINTENDENT

Nancy C. Nien, Ph.D. is hereby employed as the Assistant Superintendent, Business for the District.

2. TERM

a. Nancy C. Nien, Ph.D. shall be employed as the Assistant Superintendent, Business for a period commencing July 1, 2022, and ending June 30, 2026, and shall be subject to the terms and conditions hereinafter set forth.

b. No right of tenure, contractual obligation, expectancy of continued employment or claim of entitlement is created beyond the contract term.

3. SALARY

The Assistant Superintendent shall receive an annual salary of Two Hundred Twenty-Three Thousand Four Hundred Forty-Six Dollars ($223,446.00) which will be paid in equal monthly installments. The salary will be reviewed annually by the Board and, with the consent of the Board, any increases may be made effective at any time during the agreement.

4. DUTIES AND RESPONSIBILITIES

The Assistant Superintendent shall:

a. Diligently perform the duties and functions of the Assistant Superintendent for the District as set forth in the formal job description for the position of "Assistant Superintendent, Business" and any duties that may be assigned by the Board and the Superintendent;

b. Perform the above mentioned duties faithfully and at a professional level of competence; and

c. Comply with state and federal law, as well as District policy and District rules and regulations as they currently exist, or may hereafter be adopted or amended.

5. VACATION

a. The Assistant Superintendent shall be required to render twelve (12) months of full and regular service to the District each annual period covered by this Employment Agreement. The Assistant Superintendent shall be entitled to twenty-four (24) annual days of vacation with pay, exclusive of holidays, as defined in Sections 37220-37222 of the California Education Code, and any additional local holidays approved by the Board for twelve-month certificated employees at the time the annual calendar is adopted.

b. A maximum of twenty-nine (29) accrued unused vacation days may be carried forward from one fiscal year to the next. In the event of termination of this Employment Agreement, the Assistant Superintendent shall be entitled to compensation for unused vacation at the daily rate of compensation in effect as of the date of termination.

6. FRINGE BENEFITS

a. **Health/Welfare Benefits**. The Assistant Superintendent shall be entitled to receive all health and welfare benefits accorded other management employees of the Anaheim Union High School District in accordance with Board Policy 6603.01.

b. **Tax Sheltered Annuity**. The District shall pay the Assistant Superintendent Three Thousand Seven Hundred Forty Dollars ($3,740.00) per year to be applied toward a tax sheltered annuity.

c. **Doctoral Stipend**. The Assistant Superintendent shall be entitled to receive an annual stipend for an earned doctoral degree. The stipend will be the same amount received by current management employees pursuant to Board Policy 6616.

7. EXPENSES

a. The Assistant Superintendent shall be reimbursed for all actual and necessary expenses incurred in the course of performing her duties, in accordance with Board Policy.

b. **Professional Organizations**. The District encourages the Assistant Superintendent to participate in professional organizations and activities. Actual and necessary expenses incurred by the Assistant Superintendent in connection with attendance and/or membership in associations or organizations approved by the Board shall be paid by the District. Membership in any two associations and/or organizations is hereby authorized. These associations and/or organizations will be determined at a later date.

8. EVALUATIONS

By September 1 of each year, the Superintendent and Assistant Superintendent shall meet to establish timelines for the evaluation process. The performance of the Assistant Superintendent shall be evaluated at least once per year, by means of a written evaluation. The written evaluation shall be prepared by the Superintendent and shall be based upon, but not limited to, the Assistant Superintendent's performance of the duties and responsibilities contained in the job description, and written goals and objectives established by mutual agreement between the Superintendent and the Assistant Superintendent. The format of the written evaluation shall be devised by the Superintendent, with input from the Assistant Superintendent after which a written summary of the discussion and evaluation shall be provided for the Assistant Superintendent. Any corrective action will be shared with the President of the Board of Trustees.

9. OUTSIDE PROFESSIONAL ACTIVITIES

a. The Assistant Superintendent may undertake professional activities, including consultative work, speaking engagements, writings, lecturing, or outside activities, provided such undertakings do not interfere with the performance of duties required pursuant to this Employment Agreement.

b. Compensation or remuneration received by the Assistant Superintendent in connection with such activities shall be assigned to the District, except that compensation for services rendered during non-working time and publication royalties shall be retained by the Assistant Superintendent.

10. MEDICAL EXAMINATION

The Assistant Superintendent shall be entitled to a complete medical examination not less than once every two years, and not more frequently than once each fiscal year, during the term of this Employment Agreement. The District shall bear the expense of such examination, to a maximum cost of $500 per fiscal year. Any report of the medical examination shall be given directly and exclusively to the Assistant Superintendent. The Superintendent shall be advised in writing by the examining physician of the Assistant Superintendent's continued physical fitness to perform duties, and such report shall be confidential.

11. CHANGES TO OR TERMINATION OF AGREEMENT

a. This Agreement cannot be changed or supplemented orally. It may be amended, modified, or superseded only by a written instrument approved by the Board in open session as required by law and executed by both the Board and the Assistant Superintendent.

b. Notwithstanding any other provision of this Agreement, the Board may elect not to renew this Employment Agreement, and/or not to reemploy the Assistant Superintendent, upon the expiration of this Agreement, pursuant to Education Code section 35031.

c. In the event that the Assistant Superintendent is unable to serve in the position due to physical and/or mental incapacity, this Employment Agreement shall be terminated by the Board upon expiration of all sick leave to which the Assistant Superintendent is entitled as provided for by statute and applicable Board policies, and upon receipt of a written evaluation by a licensed physician designated by the District, which indicates the inability of the Assistant Superintendent to further serve in the position.

d. The death of the Assistant Superintendent automatically terminates this Employment Agreement. In such event, all earned salary, vacation, or other amounts due will be paid to the estate of the Assistant Superintendent unless otherwise indicated in writing by the Assistant Superintendent.

e. In the event the Assistant Superintendent voluntarily terminates this Employment Agreement prior to its expiration, the District shall be liable for the salary only for that portion of the Agreement for which services were actually rendered.

12. OPTION TO TERMINATE

a. **Without Cause**. Notwithstanding any other provisions of this Agreement, the Board, at its sole discretion, shall have the option to terminate this Agreement without cause, upon giving thirty (30) days' written notice to the Assistant Superintendent. If the Board exercises the option to terminate the Agreement it shall pay the Assistant Superintendent in one (1) lump sum payment within sixty (60) days of giving written notice of termination, an amount equal to the Assistant Superintendent's salary for eighteen (18) months remaining on the Agreement or the salary of the remainder of the Agreement, if such remainder is less than eighteen (18) months. In addition, the Assistant Superintendent's health benefits will continue to be paid by the District for the same length of time or until the Assistant Superintendent finds other employment, whichever is less. The calculation for purposes of the lump sum payment shall not include any payment for vacation that would have been earned following thirty (30) days after the date of the notice of termination.

In accordance with California Government Code section 53243.2, if this Agreement is unilaterally terminated, any severance pay related to the termination that the Assistant Superintendent may receive from District shall be fully reimbursed to the District if the Assistant Superintendent is convicted of a crime involving abuse of office or position. In such case, the statutorily required reimbursement shall be paid by the Assistant Superintendent to the District in full within thirty (30) days of such conviction, whether or not the conviction is appealed.

b. **With Cause**. The Board may elect to terminate the Assistant Superintendent's employment upon thirty (30) days' written notice to the Assistant Superintendent for cause in the following circumstances:

(1) The Assistant Superintendent's conviction of any crime of moral turpitude. A plea or verdict of guilty, a finding of guilt by a court of law, or conviction following a plea of *nolo contendere* shall be deemed to be a conviction within the meaning of this subdivision.

(2) Actions by the Assistant Superintendent in the performance of her duties involving willful malfeasance or gross negligence.

(3) The commission by the Assistant Superintendent of an act of fraud, embezzlement, theft, or material dishonesty against the District.

(4) The Assistant Superintendent's breach of any material term of this Agreement that is not cured within thirty (30) days after written notice of such breach has been given to the Assistant Superintendent by the Board.

Dismissal for cause shall be effective upon action taken by the Board and all salary and benefits provided by this Agreement shall cease upon said action by the Board. Salary and benefits earned or accrued prior to said action shall be paid to the Assistant Superintendent within thirty (30) days of said action.

13. GENERAL PROVISIONS

a. **Governing Law**: This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California, the Policies and Regulations of the California State Board of Education, and the Policies and Regulations of the Governing Board of the Anaheim Union High School District. Said laws, policies, and regulations are hereby made a part of the terms and conditions of this Employment Agreement as though fully set forth herein. Said laws, policies, and regulations may be amended from time to time.

b. **Entire Agreement**: This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

c. **No Assignment**: The Assistant Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. **Construction**: This Agreement shall not be construed more strongly against either party, regardless of which party is responsible for its preparation.

e. **Board Approval**: The effectiveness of this Agreement shall be contingent upon approval by the Board in open session as required by law.

f. **Execution of Other Documents**: The parties shall cooperate fully in the execution of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

g. **Severability**. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative, or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the date and year written above.

GOVERNING BOARD OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____ May 5, 2022
Al Jabbar, President Date

By: _____ May 5, 2022
Brian O'Neal, Clerk Date

By: _____ May 5, 2022
Katherine H. Smith, Assistant Clerk D ate

By: _____ May 5, 2022
Annemarie Randle-Trejo, Member Date

By: _____ May 5, 2022
Anna L. Piercy, Member Date

Acceptance:

I hereby accept this offer of employment and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Assistant Superintendent, Business of the Anaheim Union High School District.

By: _____ 5-5-22
Nancy C. Nien, Ph.D. Date

EMPLOYMENT AGREEMENT
BETWEEN THE GOVERNING BOARD OF
THE ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
KARL H. WIDELL

This Agreement is hereby entered into this 5th day of May 2022, by and between the Governing Board of the Anaheim Union High School District (hereinafter referred to as "District" or "Board") and Karl H. Widell (hereinafter referred to as "Counsel").

WHEREAS, the Board desires to employ Karl H. Widell as the Counsel of the District, and Karl H. Widell desires to accept employment as the Counsel for the District upon the terms and conditions hereinafter set forth in this Agreement;

WHEREAS, effective July 1, 2022, this Agreement supersedes and replaces the Employment Agreement Between the Governing Board of the Anaheim Union High School District and Karl H. Widell, dated May 7, 2019, as amended on June 18, 2020 and May 6, 2021.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties hereto agree as follows:

1. COUNSEL

Karl H. Widell is hereby employed as the Counsel for the District.

2. TERM

a. Karl H. Widell shall be employed as the Counsel for a period commencing July 1, 2022, and ending June 30, 2026, and shall be subject to the terms and conditions hereinafter set forth.

b. No right of tenure, contractual obligation, expectancy of continued employment or claim of entitlement is created beyond the contract term.

3. SALARY

The Counsel shall receive an annual salary of Two Hundred Twenty-Three Thousand Four Hundred Forty-Six Dollars ($223,446.00) which will be paid in equal monthly installments. The salary will be reviewed annually by the Board and, with the consent of the Board, any increases may be made effective at any time during the agreement.

4. DUTIES AND RESPONSIBILITIES

The Counsel shall:

a. Diligently perform the duties and functions of the Counsel for the District as set forth in the formal job description for the position of "General Counsel," and any duties that may be assigned by the Board and the Superintendent;

b. Perform the above mentioned duties faithfully and at a professional level of competence; and

c. Comply with state and federal law, as well as District policy and District rules and regulations as they currently exist, or may hereafter be adopted or amended.

5. VACATION

a. The Counsel shall be required to render twelve (12) months of full and regular service to the District each annual period covered by this Employment Agreement. The Counsel shall be entitled to twenty-four (24) annual days of vacation with pay, exclusive of holidays, as defined in Sections 37220-37222 of the California Education Code, and any additional local holidays approved by the Board for twelve-month certificated employees at the time the annual calendar is adopted.

b. A maximum of twenty-nine (29) accrued unused vacation days may be carried forward from one fiscal year to the next. In the event of termination of this Employment Agreement, the Counsel shall be entitled to compensation for unused vacation at the daily rate of compensation in effect as of the date of termination.

6. FRINGE BENEFITS

a. **Health/Welfare Benefits**. The Counsel shall be entitled to receive all health and welfare benefits accorded other management employees of the Anaheim Union High School District in accordance with Board Policy 6603.01.

b. **Tax Sheltered Annuity**. The District shall pay the Counsel Three Thousand Seven Hundred Forty Dollars ($3,740.00) per year to be applied toward a tax sheltered annuity.

c. **Doctoral Stipend**. The Counsel shall be entitled to receive an annual stipend for an earned doctoral degree. The stipend will be the same amount received by current management employees pursuant to Board Policy 6616.

7. EXPENSES

a. The Counsel shall be reimbursed for all actual and necessary expenses incurred in the course of performing his duties, in accordance with Board Policy.

b. **California State Bar Association Dues**. The District will pay for the annual California State Bar Association dues.

8. EVALUATIONS

By September 1 of each year, the Superintendent and Counsel shall meet to establish timelines for the evaluation process. The performance of the Counsel shall be evaluated at least once per year, by means of a written evaluation. The written evaluation shall be prepared by the Superintendent and shall be based upon, but not limited to, the Counsel's performance of the duties and responsibilities contained in the job description, and written goals and objectives established by mutual agreement between the Superintendent and the Counsel. The format of the written evaluation shall be devised by the Superintendent, with input from the Counsel, after which a written summary of the discussion and evaluation shall be provided for the Counsel. Any corrective action will be shared with the President of the Board of Trustees.

9. OUTSIDE PROFESSIONAL ACTIVITIES

a. The Counsel may undertake professional activities, including consultative work, speaking engagements, writings, lecturing, or outside activities, provided such undertakings do not interfere with the performance of duties required pursuant to this Employment Agreement.

b. Compensation or remuneration received by the Counsel in connection with such activities shall be assigned to the District, except that compensation for services rendered during non-working time and publication royalties shall be retained by the Counsel.

10. MEDICAL EXAMINATION

The Counsel shall be entitled to a complete medical examination not less than once every two years, and not more frequently than once each fiscal year, during the term of this Employment Agreement. The District shall bear the expense of such examination, to a maximum cost of $500 per fiscal year. Any report of the medical examination shall be given directly and exclusively to the Counsel. The Superintendent shall be advised in writing by the examining physician of the Counsel's continued physical fitness to perform duties, and such report shall be confidential.

11. CHANGES TO OR TERMINATION OF AGREEMENT

a. This Agreement cannot be changed or supplemented orally. It may be amended, modified or superseded only by a written instrument approved by the Board in open session as required by law and executed by both the Board and the Counsel.

b. Notwithstanding any other provision of this Agreement, the Board may elect not to renew this Employment Agreement, and/or not to reemploy the Counsel, upon the expiration of this Agreement, pursuant to Education Code section 35031.

c. In the event that the Counsel is unable to serve in the position due to physical and/or mental incapacity, this Employment Agreement shall be terminated by the Board upon expiration of all sick leave to which the Counsel is entitled as provided for by statute and applicable Board policies, and upon receipt of a written evaluation by a licensed physician designated by the District, which indicates the inability of the Counsel to further serve in the position.

d. The death of the Counsel automatically terminates this Employment Agreement. In such event, all earned salary, vacation, or other amounts due will be paid to the estate of the Counsel unless otherwise indicated in writing by the Counsel.

e. In the event the Counsel voluntarily terminates this Employment Agreement prior to its expiration, the District shall be liable for the salary only for that portion of the Agreement for which services were actually rendered.

12. OPTION TO TERMINATE

a. **Without Cause**. Notwithstanding any other provisions of this Agreement, the Board, at its sole discretion, shall have the option to terminate this Agreement without cause, upon giving thirty (30) days' written notice to the Counsel. If the Board exercises the option to terminate the Agreement it shall pay the Counsel, in one (1) lump sum payment within sixty (60) days of giving written notice of termination, an amount equal to the Counsel's salary for eighteen (18) months remaining on the Agreement or the salary of the remainder of the Agreement, if such remainder is less than eighteen (18) months. In addition, the Counsel's health benefits will continue to be paid by the District for the same length of time or until the Counsel finds other employment, whichever is less. The calculation for purposes of the lump sum payment shall not include any payment for vacation that would have been earned following thirty (30) days after the date of the notice of termination.

In accordance with California Government Code section 53243.2, if this Agreement is unilaterally terminated, any severance pay related to the termination that the Counsel may receive from District shall be fully reimbursed to the District if the Counsel is convicted of a crime involving abuse of office or position. In such case, the statutorily required reimbursement shall be paid by the Counsel to the District in full within thirty (30) days of such conviction, whether or not the conviction is appealed.

b. **With Cause**. The Board may elect to terminate the Counsel's employment upon thirty (30) days' written notice to the Counsel for cause in the following circumstances:

(1) The Counsel's conviction of any crime of moral turpitude. A plea or verdict of guilty, a finding of guilt by a court of law, or conviction following a plea of *nolo contendere* shall be deemed to be a conviction within the meaning of this subdivision.

(2) Actions by the Counsel in the performance of his duties involving willful malfeasance or gross negligence.

(3) The commission by the Counsel of an act of fraud, embezzlement, theft, or material dishonesty against the District.

(4) The Counsel's breach of any material term of this Agreement that is not cured within thirty (30) days after written notice of such breach has been given to the Counsel by the Board.

Dismissal for cause shall be effective upon action taken by the Board and all salary and benefits provided by this Agreement shall cease upon said action by the Board. Salary and benefits earned or accrued prior to said action shall be paid to the Counsel within thirty (30) days of said action.

13. GENERAL PROVISIONS

a. **Governing Law**: This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California, the Policies and Regulations of the California State Board of Education, and the Policies and Regulations of the Governing Board of the Anaheim Union High School District. Said laws, policies, and regulations are hereby made a part of the terms and conditions of this Employment Agreement as though fully set forth herein. Said laws, policies, and regulations may be amended from time to time.

b. **Entire Agreement**: This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

c. **No Assignment**: The Counsel may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. **Construction**: This Agreement shall not be construed more strongly against either party, regardless of which party is responsible for its preparation.

e. **Board Approval**: The effectiveness of this Agreement shall be contingent upon approval by the Board in open session as required by law.

f. **Execution of Other Documents**: The parties shall cooperate fully in the execution of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

g. **Severability**. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative, or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the date and year written above.

GOVERNING BOARD OF THE ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____ May 5, 2022
Al Jabbar, President — Date

By: _____ May 5, 2022
Brian O'Neal, Clerk — Date

By: _____ May 5, 2022
Katherine H. Smith, Assistant Clerk — Date

By: _____ May 5, 2022
Annemarie Randle-Trejo, Member — Date

By: _____ May 5, 2022
Anna L. Piercy, Member — Date

Acceptance:

I hereby accept this offer of employment and agree to comply fully with each and every condition thereof, and perform faithfully all of the duties of employment as Counsel of the Anaheim Union High School District.

By: _____ 5/5/22
Karl H. Widell — Date

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on May 9, 2022, by and between the Anaheim Unified 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, 2022, through and including June 30, 2024, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said 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.

CLIENT 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 two hundred sixty-five dollars ($265) to three hundred seventy-five dollars ($375) per hour for Shareholders and Of Counsel; two hundred forty-five dollars ($245) to three hundred dollars ($300) for Special Counsel; one hundred ninety-five dollars ($195) to two hundred sixty-five dollars ($265) per hour for Associates; and one hundred thirty dollars ($130) to one hundred ninety-five dollars ($195) per hour for Paralegals and Law Clerks. The rate range for Gregory J. Dannis and Shareholder Emeritus shall be three hundred ninety-five dollars ($395) to four hundred fifty dollars ($450) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Mr. Dannis' hourly rate shall be $450. Agreements for legal fees at other than the hourly rate 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 Client 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, or attending meetings with or for District, it may be necessary for Attorney to 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 further 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). Any discount received on such services is passed along to Client by Attorney. 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.

District further agrees to pay third parties, directly or 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. Upon mutual consent of District and Attorney, District may either advance or reimburse 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 incurred 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 office'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.

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 complete fingerprinting and background check clearances as required by Education Code Section 45125.1 prior to commencing such services. Attorney further agrees to comply with applicable, prevailing state vaccine or testing requirements.

CONSENT TO USE OF E-MAIL AND CLOUD SERVICES. In order to provide District with efficient and convenient legal services, Attorney will communicate and transmit documents using e-mail. Because e-mail 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 e-mail transmissions 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.

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 UNIFIED SCHOOL DISTRICT

Michael Matsuda
Superintendent

Date

DANNIS WOLIVER KELLEY

Sue Ann Salmon Evans
Attorney at Law

May 9, 2022
Date

At its public meeting of_____, 2022, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.