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: July 14, 2023

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

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

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

Thursday the 20th day of July 2023

Individuals requesting interpretation should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, July 18, 2023, to allow reasonable arrangement to ensure interpretation services.

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

Michael B. Matsuda
Superintendent

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Agenda
Thursday, July 20, 2023
Closed Session-3:45 p.m.
Regular Meeting-6:00 p.m.

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

Individuals requesting interpretation should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, July 18, 2023, to allow reasonable arrangement to ensure interpretation services.

Some items on the agenda of the Board of Trustees' meeting include exhibits of supportive and/or background information. These materials are also posted with the meeting agenda on the District website, www.auhsd.us, at the same time that they are distributed to the Board of Trustees.

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, July 18, 2023, to allow for reasonable arrangements to ensure accessibility to the meeting.

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

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

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

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

   This is an opportunity for community members to address the Board of Trustees on closed session agenda items only. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of 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.

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

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

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

4.2 To consider matters pursuant to Government Code Section 54956.9(d)(2): Conference with legal counsel, existing litigation (OAH Case No. 2023040446).

4.3 To consider matters pursuant to Government Code Section 54956.9(d)(2): Conference with legal counsel, existing litigation (OAH Case No. 2023010406).

4.4 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), Mid-Managers Association (MMA), and Anaheim Military Instructors Union (AMIU).

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

4.6 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (Orange County Superior Court Case No. 30-2020-01156793-CU-PO-CJC).

4.7 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (Orange County Superior Court Case No. 30-2021-012505292-CU-PO-CJC).

4.8 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (Orange County Superior Court Case No. 30-2021-01238180-CU-PO-CJC).

4.9 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (Orange County Superior Court Case No. 30-2022-01262513-CU-PO-CJC).

4.10 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (Orange County Superior Court Case No. 30-2020-01148065-CU-PO-CJC).

4.11 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (Orange County Superior Court Case No. 30-2022-01246603-CU-PO-CJC).

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

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

5.1 ***Reconvene Meeting***

The Board of Trustees will reconvene into open session.

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

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

5.3 ***Closed Session Report***

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

6. **REPORTS** ***INFORMATION ITEMS***

6.1 ***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.

6.2 ***Reports of Associations***

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

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

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

7. **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.

8. **ITEMS OF BUSINESS**

EDUCATIONAL SERVICES

8.1 ***School-Sponsored Student Organizations*** ***ACTION ITEM***

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

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

8.1.1 Astronomy Club, Cypress High School **[EXHIBIT A]**
8.1.2 Comp Sci Club, Cypress High School **[EXHIBIT B]**
8.1.3 Cypress DND Club, Cypress High School **[EXHIBIT C]**
8.1.4 Cypress Law and Order, Cypress High School **[EXHIBIT D]**

8.1.5 For Their Service, Cypress High School **[EXHIBIT E]**
8.1.6 Link Crew, Cypress High School **[EXHIBIT F]**
8.1.7 PI (Pacific Islander) Club, Cypress High School **[EXHIBIT G]**
8.1.8 The Games Club, Cypress High School **[EXHIBIT H]**
8.1.9 Rising Sunshine Parenting Club, Gilbert High School **[EXHIBIT I]**
8.1.10 Hip Hop Club, Kennedy High School **[EXHIBIT J]**
8.1.11 Jesus Club, Brookhurst Junior High School **[EXHIBIT K]**
8.1.12 Sycamore Black Student Union, Sycamore Junior High School **[EXHIBIT L]**

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

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

RESOLUTIONS

8.2 ***Resolution No. 2023/24-E-01, Annual Certification of Course-Based Independent Study for 2023-24*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
Cambridge Virtual Academy (CVA) operates as a course-based independent study program for grades 7 through 12, focused on engaging students in academic content fostering the 5Cs: collaboration, communication, critical thinking, creativity, and character/compassion, which contribute to a student's resilience, emotional intelligence, as well as career and life skills.

Current Consideration:
Course-based independent study differs from a traditional independent study in that it measures average daily attendance through attendance based on equivalent daily instructional minutes, not the time value of work production. Education Code Sections 51749.5 and 51749.6 set forth the requirements for establishing and implementing course-based independent study. Those requirements provide that the Board of Trustees is required to annually certify that courses provided pursuant to course-based independent study are of the same rigor and educational quality as equivalent classroom-based courses, aligned to all relevant local and state content standards. That certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that a pupil is enrolled, number of equivalent instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The District has undertaken a comprehensive analysis to ensure that CVA's courses meet the statutory standards, and the resolution provides for the required annual certification of CVA courses for the 2023-24 year.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2023/24-E-01, by a roll call vote. **[EXHIBIT M]**

8.3 ***Resolution No. 2023/24-E-02, Artificial Intelligence in Education*** ***ACTION ITEM (Roll Call Vote)***

Background Information:
The District is committed to its vision of creating a better world through Unlimited You and to its mission, in collaboration with the greater community, to graduate socially aware, civic-minded students who are life ready by cultivating soft and hard skills. The District, in alignment with its core values of assets-based instruction, justice, and the enhancement of democracy through cultivation of student voice and problem solving, believes in equal access to emerging technologies and the ethical use of artificial intelligence (AI), including recognition of considerations like bias, privacy, as well as accountability.

Current Consideration:
AI has grown exponentially in recent years, showing remarkable promise in transforming various sectors of society, including education. Integrating AI into educational spaces can deepen student learning, customize education, facilitate differentiated instruction, expand career pathways, augment workforce development, as well as equip students with skills and knowledge necessary to thrive in the technology-driven 21st century. By broad consensus, the U.S. is falling behind the AI curve when compared to other economically advanced nations, due to a relative dearth of investments and strategic planning across all segments of society. This resolution supports the integration of artificial intelligence into instruction, administration, career pathways, and workforce development in ways that align with the District's vision, mission, as well as values and authorizes the District's leadership to organize an Educational AI Summit aimed at discussing the prospects, challenges, and ethical considerations related to AI in education, as well as sharing best practices and resources. As a leader in the field of educational AI, including through its exclusive AI pathway, the District is well-positioned to convene a summit of educational leaders to exchange ideas, share best practices, and collectively shape the future of AI integration in education.

Budget Implication:
There is no known impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2023/24-E-02, by a roll call vote. **[EXHIBIT N]**

EDUCATIONAL SERVICES

8.4 ***Revised Board Policy 7807 (6158), Independent Study, Second Reading*** ***INFORMATION/ACTION ITEM***

Background Information:
Board Policy 7807 (6158), Independent Study, establishes independent study as an optional alternative instructional strategy by which District students may reach curricular objectives and fulfill graduation requirements. The primary purpose of independent study is to offer a means of individualizing the educational plans for students whose needs may be met through study outside the regular classroom setting and who are motivated to achieve educationally, as well as or better, through this strategy than they would in the regular classroom. The policy was last revised in 2021.

Current Consideration:
The District endeavors to keep its policies manual current. Using the model policy of the California School Boards Association, staff have revised Board Policy 7807 (6158) to incorporate recent statutory changes in Assembly Bill 181 (2022).

Section 11701 of Title 5 of the California Code of Regulations provides: "In setting [independent study] policy ..., the local governing board shall consider, in a public hearing, the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of pupils or adult education students. Adopted policies shall reflect an awareness that excessive leniency in their terms can result in pupils falling so far behind their age peers as to increase, rather than decrease, the risk of their dropping out of school."

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board review and/or approve revised Board Policy 7807 (6158), Independent Study. **[EXHIBIT O]**

8.5 ***Revised Board Policy 71105 (6146.1), High School Graduation Requirements, First Reading*** ***INFORMATION ITEM***
(Roll Call Vote)

Background Information:
Board Policy 71105 (6146.1), High School Graduation Requirements sets forth the District's commitment to ensure students are provided the opportunity to become College, Career and Life Ready. The District's graduation requirements are designed to ensure proficiency on curriculum standards, provide a common base of general education, encourage academic excellence and participation in enrichment studies, as well as comply with California law.

Updated language includes:

1. Addition of Ethnic Studies requirement
2. Addition of exemptions from District-adopted graduation requirements for students with an Individualized Education Plan (IEP)
3. Removal of the Civic and Service Learning Requirement
4. Alignment of the Board policy language with the California School Boards Association model policy

Current Consideration:
Our graduation policy drives decisions regarding District practices and protocols. The Board of Trustees is requested to engage in the first reading of revised Board Policy 71105 (6146.1).

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board review Board Policy 71105 (6146.1).
[EXHIBIT P]

8.6 ***License Subscription, ArbiterSports, LLC*** ***ACTION ITEM***

Background Information:
ArbiterSports (Arbiter) is a leading-edge software application, made possible through a partnership with the California Interscholastic Federation (CIF), that is used to automate the payment of officials. This program provides an effective and efficient way for our District athletic programs to pay game officials promptly, on-time, and with ease. The District's athletic programs must pay game officials for services rendered regularly. This process, in most schools, is a manual process that can be cumbersome and inefficient for both the school and the officials.

Current Consideration:
There are a few District high schools that piloted the use of Arbiter as a transaction fee-based service with much success. The agreement with Arbiter will provide unlimited transactions for the District's high school athletic programs for five years. Staff negotiated a fixed rate with no increase for the entire term. Services will be provided July 21, 2023, through July 20, 2028. This agreement will be signed following Board approval.

Budget Implication:
The cost for these services is not to exceed $10,489 annually, for a total cost of $52,445 for the five year term. (General Fund)

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

8.7 ***Quote, 5-Star Students (5-Star)*** ***ACTION ITEM***

Background Information:
5-Star is an educational tool that allows Districts and schools to increase student, staff, and community engagement. The District piloted the use of 5-Star during the 2022-23 year with our Activities Directors, Family and Community Engagement Specialists, and administration. The tool enables the District to keep track of student, parent, and staff involvement in school activities and events with web, mobile, as well as barcode scanning technology. 5-Star was utilized to build systems around hall passes, attendance interventions, and Positive Behavior Interventions and Supports (PBIS). It can assign point values and incentives to drive involvement and good behaviors. 5-Star helps sites, as well as the District to better monitor their progress with certain initiatives and will publish the results.

Current Consideration:
The District would like to enter into an agreement with 5-Star to better track, drive, and recognize the engagement of our students, families, and community members at site, as well as District level activities and events. Services will be provided July 21, 2023, through June 30, 2026.

Budget Implication:
The total cost for these services is not to exceed $83,250. (General Fund and/or Grant Funds)

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

8.8 ***Grant Award, Mazda Foundation FUSE Grant*** ***ACTION ITEM***

Background Information:
FUSE is a research-based STEAM education program developed in Northwestern University's School of Education and Social Policy for students in 5th through 12th grade, designed to engage all learners. FUSE ignites and nurtures STEAM exploration through an innovative challenge-based approach and studio-like environment, where students are encouraged to direct their own learning. The learning activities of the program are designed to introduce STEAM concepts and skills in a fun and engaging way. Students choose challenges they want to work on and progress at their own pace. Challenges are based in STEAM topics including architecture, 3D design and printing, robotics, music, animation, and more.

Current Consideration:
Gilbert High School submitted a proposal and was awarded a $26,000 grant. This grant will provide Gilbert High School with two years of the FUSE program, for the 2023-24 and 2024-25 years. The grant will include site license and materials; all equipment and materials needed for the program, including two 3D printers, a vinyl cutter and all challenge kit materials; unlimited access to the FUSE website; two days of summer professional development for teachers and administrators; as well as year-round implementation support.

Budget Implication:
There is no impact to the budget.

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

8.9 ***Memorandum of Understanding (MOU), Orange County Human Relations dba Groundswell*** ***ACTION ITEM***

Background Information:
The Orange County Human Relations Council (OCHRC) and the District have a long-standing relationship that dates back to 1998, when OCHRC partnered with the District in a program called Bridges. OCHRC, which is now Groundswell, has committed to work with District school site teams for the purpose of establishing a comprehensive school inter-group relations program. Groundswell agrees to provide services, which include, but are not limited to: The BRIDGES Safe and Respectful Schools Program and the Restorative Schools Program for selected schools in the District.

Current Consideration:
The scope of services for the BRIDGES Safe and Respectful Schools Program, as well as the Restorative Schools Program include comprehensive training for foundational knowledge of restorative justice and skills of restorative practices. In addition to training, school staff will receive on-going support through modeling, mentoring, and observational feedback, basic restorative practices training, harm and conflict training, as well as conflict intervention for school community. Services will be provided July 21, 2023, through June 30, 2024.

For the 2023-24 year, the BRIDGES Program will be at the following sites: Cypress High School, Gilbert High School, Lexington Junior High School, Loara High School, South

Junior High School, and Western High School. The Restorative Schools Program will be at the following sites: Ball Junior High School, Brookhurst Junior High School, Dale Junior High School, South Junior High School, and Sycamore Junior High School.

Budget Implication:
The total cost for these services is not to exceed $260,000. (LCFF, Grant, and/or Site Funds)

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

8.10 ***Purchase and Subscription Services Agreement, Raptor Technologies, LLC*** ***ACTION ITEM***

Background Information:
Raptor is a web-based software application, provided by Rocket Parent LLC, that was developed with the purpose of aiding educational facilities in tracking their visitors and volunteers. Raptor not only provides an effective, efficient method for tracking, but also goes beyond conventional applications by utilizing available public databases to help control campus security. The Raptor system scans a person's identification information to a sex offender database, alerts campus administrators if a match is found, and if no match is found will print a visitor badge that includes a photo. It will allow schools and facilities to track daily visitor traffic, monitor volunteer hours, and process volunteers; thus providing enhanced protection for our students and staff.

The District has completed a pilot using the visitor management system. The outcome of the pilot has been a more efficient tracking and check-in process for visitors, increased perception of safety from families as our feeder districts already have visitor management systems in place, and a more efficient process for vetting volunteers.

Current Consideration:
Raptor Technologies will provide the Raptor Volunteer Management Annual Software Access to each of our school sites and the District office. Services are being provided June 14, 2023, through June 30, 2024. This agreement has been signed prior to Board approval at the request of Raptor Technologies, LLC.

Budget Implication:
The total costs for these services is not to exceed $8,820 per year. (California Community Schools Partnership Program Grant Funds)

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

8.11 ***Independent Contractor Agreement, Leadership Inspirations*** ***ACTION ITEM***

Background Information:
Leadership Inspirations was founded in 2006. Leadership Inspirations work with over 2,500 students, educators, athletes, and organizations a year. The goal is to develop seamless transition from high school to community college and beyond. Students who participate in Leadership Inspirations activities learn leadership skills, get to know themselves better, and learn how to work with others.

Current Consideration:
The District is interested in collaborating with Leadership Inspirations so that ASB students from Anaheim, Cypress, Katella, Kennedy, Loara, Magnolia, Savanna, and Western high schools, as well as Oxford Academy may participate in Leadership Inspirations' three-day, two-night leadership academy. The ASB students will gain experience that fosters learning, growth, and networking with other high school students in our District. Leadership Inspirations' custom curriculum will include accommodations, three meals per day, workshops, and activities. Services will be provided July 21, 2023, through August 30, 2023.

Budget Implication:
The cost for these services is $425 per person, which is paid through fundraisers, ASB funds, and family donations.

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

8.12 ***Subcontract Agreement, The Regents of the University of California*** ***ACTION ITEM***

Background Information:
In January 2023, the District was recognized as a subgrantee along with the University of California, Irvine (UCI) as the grantee for the Chan Zuckerberg Initiative (CZI) Innovation Into Evidence grant issued by the Silicon Valley Community Foundation. The total award amount is $1,100,000 over three years. The grant is to support UCI's Orange County Education Advancement Network (OCEAN) research in the District's promising practices, particularly the work around Capstone, Exclusive Pathways, and work-based learning. UCI's OCEAN will dedicate a research team to co-create the research and methods to ensure that the District's practices are rooted in research, are scalable, and are replicable.

Current Consideration:
The District will receive $133,333 each year as the subgrantee of the CZI grant. The grant will be used to identify staff that will lead the work of creating and calibrating measures to monitor progress around the 5Cs, types of student voice, and career identities. These metrics will be used to inform the District's practices to improve systems that affirm student identities, enhance student relationships, and better prepare students for college and career. Additionally, funding is allocated to expand work-based learning experiences to students and parents. Services are being provided January 1, 2023, through December 31, 2023. The agreement will be signed following Board approval.

Budget Implication:
There is no impact to the budget.

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

8.13 ***Purchase Through Public Corporation or Agency, Netsync Network Solutions, Inc. for Amazon S3 Platform*** ***ACTION ITEM***

Background Information:
The District is looking to improve its backup and recovery capabilities by moving to a disk-to-disk-to-cloud architecture. Adding the cloud layer will build resilience by having District

backups stored both on site and in the cloud. Netsync will equip the District network team with Amazon Web Service (AWS) tools to store, organize, and restore file backups.

Current Consideration:
The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with Netsync Network Solutions, Inc. that will allow other agencies, including local districts, the purchase of Amazon S3 services for the District's Veeam backup system. The material and services will be purchased utilizing DGS CMAS contracts 3-20-70-3677C, through December 2023, including any extensions of the contract. The District will utilize this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq.

Budget Implication:
The total cost is not to exceed $14,858.16 for the 2023-24 fiscal year. (General Fund)

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

8.14 ***Purchase Through Public Corporation or Agency, Netsync Network Solutions, Inc., Installation and Deployment*** ***ACTION ITEM***

Background Information:
The District is looking to improve its backup and recovery capabilities by moving to a disk-to-disk-to-cloud architecture. Adding the cloud layer will build resilience by having District backups stored both on site and in the cloud. Netsync will provide installation and deployment services to equip the District network team with Amazon Web Service (AWS) tools to store, organize, and restore file backups.

Current Consideration:
The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with Netsync Network Solutions, Inc. that will allow other agencies, including local districts, to purchase of Veeam professional services. The material and services will be purchased utilizing DGS CMAS contracts 3-21-08-1007, through September 2024, including any extensions of the contract. The District will utilize this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq.

Budget Implication:
The total cost is not to exceed $4,148. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve installation and deployment services, while also including various services utilizing DGS's CMAS contract 3-21-08-1007 to Netsync Network Solutions, Inc., with orders being placed directly or with any authorized dealer, including extensions of the contract. **[EXHIBIT Y]**

8.15 ***Purchase Through Public Corporation or Agency, Softchoice Corporation*** ***ACTION ITEM***

Background Information:
Currently, the District needs to renew its Microsoft Campus agreement for all Microsoft related products and services. This agreement has enabled the District to take advantage of the latest Microsoft Windows, Microsoft Office, and Microsoft's enterprise client access licensing. The agreement has also been a cost-effective way to implement Microsoft's enterprise systems Districtwide.

Current Consideration:
California Educational Technology Professionals Association (CETPA) has a procurement vehicle intended for use by all K-12 school districts in the state of California called the California Microsoft Strategic Alliance (CAMSA) program. The program provides districts aggressive pricing opportunities through economies of scale purchasing power at Microsoft's Level "C" pricing range-a level that requires a minimum 10,000 full-time equivalent employees (FTE). This is a California statewide purchasing contract to utilize Microsoft products and service, through a formal bid developed by the Kings County Office of Education for the Educational Enrollment Solution (EES) program. The bid was awarded to the reseller Softchoice Corporation as the fulfillment provider. Pursuant to Public Contract Code Section 20118, the District has chosen to piggyback on Kings County Office of Education's proposal project number 061119, for all of its Microsoft product requirements. The term of the agreement will be for 12 months, and will secure our pricing for this period.

The agreement includes licensing for Windows desktop and servers, device management software, security tools, and enterprising reporting tools. Microsoft also has a program allows all Anaheim Union High School District students the rights to five copies of Office 365 at no cost. Enrolled students will be able to download Microsoft Office software for home use on a PC and Mac.

Budget Implication:
The total cost is not to exceed $247,746.17, for the period of August 1, 2023, through July 31, 2024. (General Fund)

Staff Recommendation:
It is recommended the Board of Trustees approve the use of a piggybackable contract for the purchase of Microsoft products including software, applications, and licenses, related, to Softchoice Corporation, pursuant to the provisions of Public Contract Code Sections 20118, utilizing King County Office of Education's proposal project number 061119, including the Reseller Agreement signed June 14, 2023. **[EXHIBIT Z]**

8.16 ***Independent Contractor Agreement, Parent Teacher Home Visit*** ***ACTION ITEM***

Background Information:
Parent Teacher Home Visits (PTHV) advances student success and school improvement by leveraging relationships, research, and a national network of partners to advance evidence-based practices in relational home visits within a comprehensive family engagement strategy. The success of Parent Teacher Home Visits relies on training teachers and staff to develop meaningful relationships with the families of their students, starting with voluntary home visits. PTHV encourages the initial visit to focus on sharing hopes and dreams. It is followed by ongoing communication throughout the term and a second visit that focuses on academics or any other relevant issue to the student or family.

Current Consideration:
The District is interested in collaborating with PTHV to train Community Schools and Family and Community Engagement staff on how to execute a positive home visit. These interactive training sessions center on building the capacity of educators and staff to effectively build meaningful relationships with the families of their students, starting with a voluntary in person home visit. Participants learn the PTHV core practices, how to put them into practice, and how the core practices lead to success. Services will be provided September 13, 2023, through June 30, 2024.

Budget Implication:
The total cost for these services is not to exceed $9,500. (California Community Schools Partnership Program Grant Funds)

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

HUMAN RESOURCES

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

Background Information:
The Board of Trustees must hold a public hearing to hear comments related to the collective bargaining agreement with the Anaheim Personnel and Guidance Association (APGA) for the 2022-23 year, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

Current Consideration:
After the negotiation process with APGA has concluded, the collective bargaining agreement is presented to the public via a Board of Trustees' meeting. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the agreement.

Budget Implication:
There is no impact to the budget.

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

8.18 ***Adoption of the 2022-26 Collective Bargaining Agreement with APGA*** ***ACTION ITEM***

Background Information:
The District and APGA brought forth proposals to begin the reopener negotiations for the 2022-23 year and a tentative agreement was reached. The tentative agreement was ratified by unit members of APGA.

Current Consideration:
The tentative agreement includes an 8 percent increase on the salary schedule retroactive to July 1, 2022.

Budget Implication:
The increase for the 8 percent salary schedule increase will impact the budget with an additional estimated expense of $763,491 per year. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees adopt the 2022-26 collective bargaining agreement with APGA. **[EXHIBITS BB and CC]**

8.19 ***Revised Board Policy 6317.25 (4119.22), Professional Attire, Second Reading*** ***INFORMATION ITEM/ACTION ITEM***

Background Information:
Board Policy 6317.25 (4119.22), Professional Attire, sets forth the Board's philosophy on dress and grooming for employees. The Governing Board believes that the Anaheim Union High School District is a professional organization. Our students, our parents, and our community form impressions of our professional credibility based on the appearance of our schools, facilities, and employees. The professionalism of the District is reflected in our employees' appearance and the professional image portrayed. Professional dress and grooming, personal cleanliness, and professional behavior of our employees contributes to a productive learning environment, models positive behavior for our students, demonstrates a high regard for education, as well as presents a professional image consistent with the public trust given to our employees in educating our students. The policy was last revised in 2013.

Current Consideration:
The District endeavors to keep its policies manual current. Using the model policy of the California School Boards Association, staff have revised Board Policy 6317.25 (4119.22) to incorporate recent statutory changes, including in Senate Bill 188 (2019).

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees review and/or approve revised Board Policy 6317.25 (4119.22), Professional Attire. **[EXHIBIT DD]**

SUPERINTENDENT'S OFFICE

8.20 ***Revised Board Policy 10325 (9323), Meeting Conduct; Revised Board Policy 10110, Number of Adult/Student Members and Terms of Office, Second Reading*** ***INFORMATION/ACTION ITEM***

Background Information:
Board Policy 10325 (9323), Meeting Conduct, prescribes the rules and procedures that the Board of Trustees will enforce for meeting conduct as prescribed by Education Code Section 35010. The policy was last revised in 2004.

Board Policy 10110, Number of Adult/Student Members and Terms of Office, provides for the composition of the Board of Trustees, including the Student Representative. The policy was last revised in 2014.

Current Consideration:
The District endeavors to keep its policies manual current. Using the model policy of the California School Boards Association, staff have revised Board Policy 10325 (9323) to incorporate recent statutory changes in Senate Bill 1100 (2022).

Staff have also revised Board Policy 10110 to clarify the role of the Student Representative to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board review and/or approve revised Board Policy 10325 (9323), Meeting Conduct, and revised Board Policy 10110, Number of Adult/Student Members and Terms of Office. **[EXHIBITS EE and FF]**

9. **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

9.1 ***Consulting Agreement, TeamCivX, LLC***

Background Information:
California campaign law states that a governing board has the implicit power to make reasonable expenditures for the purpose of giving voters relevant facts to aid them in reaching an informed judgment when voting upon a proposal. In an effort to assist the Board of Trustees in the decision to consider a potential ballot measure for a general obligation bond, services from communications firms were solicited. Proposals were solicited and reviewed by staff, followed by interviews with staff.

Current Consideration:
TeamCivX, LLC, previously Terris Barnes Walters Boigon Heath Lester Inc., will develop and implement a public affairs program to assist the Anaheim Union High School District in public education and engagement activities relating to the consideration of a November 2024 bond measure. The firm will implement a comprehensive, fact-based communications program aimed at educating the public on the bond measure and the effects it will have on the AUHSD, as well as its students and staff for years to come. TeamCivX, LLC not only brings expertise on how to successfully engage and educate diverse communities on a wide range of issues, but also on how to enhance the capacity of the District's in-house communications efforts. The firm has worked on ballot measure-related outreach and education activities for AUHSD, as well as multiple Orange County school districts including Anaheim Elementary School District, Centralia School District, Fullerton School District, Garden Grove Unified, Tustin Unified, and Los Alamitos Unified.

Budget Implication:
The cost to the District to hire TeamCivX, LLC would be $6,500 per month from August 1, 2023, until 30 days after the Board calls for an election, plus additional reasonable and necessary expenses incurred by the firm during the performance of its duties, such as photocopying, postage, and supplies, not to exceed $1,000 a month. Mailers are estimated to be $136,600. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the consulting agreement with TeamCivX, LLC. **[EXHIBIT GG]**

9.2 ***Research and Consulting Services Agreement, True North Research, Inc.***

Background Information:
In an effort to assist the Board of Trustees in the decision to consider a potential ballot measure for a general obligation bond, services from public opinion research firms were solicited. This type of firm will develop and conduct surveys with a sample of voters within the boundaries of the Anaheim Union High School District. The results of these surveys will be analyzed and provided to the District in the form of an executive summary and presentation. At this point, a clearer view of the likelihood of a general bond passing or not can be established. This type of service is an integral and important part of the process, and will assist in determining the voters' climate related to a general obligation bond measure.

Current Consideration:
True North Research, Inc. (True North) will conduct a survey with a sample of voters within the boundaries of the Anaheim Union High School District in an effort to assist the Board of Trustees in the decision to consider a potential ballot measure for a general obligation bond.

In addition to accurately assessing voter support for the bond measure, True North will also identify voters' top priorities for bond-funded campus improvements and expansion projects, as well as identified the legally permissible, non-advocacy themes, and messages that were most effective in building and solidifying public support for the bond measure. They also have extensive experience with many Southern California bond measures, including multiple Orange County school districts.

A survey will be prepared, administered, and analyzed to provide the District a report, in the form of an executive summary. At that point, a clearer view of the likelihood of a general bond passing, or not, could be established. This type of service is an integral and important part of the process and will assist in determining the voters' climate related to a general obligation bond measure.

Budget Implication:
The total amount of the agreement is not to exceed $68,200, which includes the cost of $5,200 per additional survey, should the District be interested in conducting. (General Fund)

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

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

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

Current Consideration:
The District will provide career guidance specialists to NOCROP to provide guidance functions, as determined by the District. NOCROP will provide a statement of performance objectives for each career guidance specialist to the District and to each high school principal. This agreement provides a calculated amount for the 2023-24 year. Services are being provided July 1, 2023, through June 30, 2024. The agreement will be signed following Board approval.

Budget Implication:
NOCROP will provide AUHSD with $319,750 for the services of the Career Guidance Specialists for the 2023-24 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 ratify the agreement. **[EXHIBIT II]**

9.4 ***Agreement Amendment, North Orange County Community College District (NOCCCD)***

Background Information:
On July 18, 2021, the District and NOCCCD entered into a professional services agreement related to the use of facilities (Agreement) that allows NOCCCD the use of two classrooms for free English as Second Language (ESL) classes, makeup testing, and counseling at Ball and Sycamore junior high schools.

Current Consideration:
The District and NOCCCD have an interest to amend the Agreement to provide free ESL classes, makeup testing, and counseling services at Loara High School. The amendment would also start services at all three sites on August 10, 2023, through June 30, 2026. All other terms and conditions remain consistent with the Agreement including waiving any facilities use fees, unless noted otherwise.

Budget Implication:
There is no impact to the budget.

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

9.5 ***Agreements, Transportation***

Background Information:
The Board of Trustees has in past years approved the agreements to provide transportation services to the City of Cypress (Parks and Recreation), and Servite High School.

Current Consideration:
It is in the best interest of the District to provide transportation services to these groups once again. Services to the City of Cypress are being provided June 1, 2023, through August 3, 2023. Services to Servite High School will be provided August 1, 2023, through June 30, 2024.

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

Staff Recommendation:
It is recommended that the Board of Trustees ratify/approve the agreements.
[EXHIBITS KK and LL]

9.6 ***Consulting Services Agreement, Javier Sierra***

Background Information:
Javier Sierra is a retired administrator of maintenance and operations, and facilities with over 20 years of experience. He served in this field at various colleges, county offices of education and high school districts, including our own.

Current Consideration:
Javier will consult and assist the executive director of Facilities, Maintenance and Operations, and the interim director, Maintenance and Operations, and staff, with regard to current programs, procedures, methods, and planning of the overall delivery of maintenance and operations services to the school sites. Services are being provided July 1, 2023, through December 31, 2023.

Budget Implication:
The cost for these services is not to exceed $60,000 ($70 per hour). (General Fund)

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

9.7 ***Amendments No. 3 and No. 4 Lease-Leaseback Agreement, Erickson-Hall Construction Co., Magnolia High School New Construction and Modernization–RFP #2022-20***

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

Current Consideration:
The District issued RFP #2022-20 inviting contractors to submit qualifications and proposals to perform the work associated with the Project. After a review of the submitted qualifications and proposals, as well as interviews of shortlisted firms, staff recommended to the Board of Trustees the selection of Erickson-Hall Construction Co. (Erickson-Hall) as the

LLB contractor for the Project. On August 11, 2022, the Board of Trustees ratified the LLB agreement with Erickson-Hall.

Construction is currently underway for the work initially approved by the Board of Trustees, including the work authorized under Amendments No. 1 and No. 2. Additional scope of work has been developed, specifically for the renovation of the Art Building, and the maintenance restoration of Cook Auditorium. Erickson-Hall bid the subcontractor packages to various companies for the additional scope of work, and has identified the subcontractors they plan to use on the Project. Staff has negotiated the LLB agreement amendments, which include the guaranteed maximum price (GMP) and contingencies, pursuant to the terms indicated in the forms of the LLB contract documents previously approved by the Board of Trustees. The LLB agreement shall be amended to include the additional scope of work under Amendments No. 3 and No. 4, respectively.

Budget Implication:
The current GMP, associated contingencies and allowances for the originally bid work is $50,855,713. The LLB agreement's GMP will be amended by a combined amount of $3,664,403 to incorporate the additional scope of work as described above under Amendments No. 3 and No. 4. The total Project costs for the amended GMP including District contingencies and allowances will not exceed $54,662,606. (Measure H Funds, Facilities and Maintenance Funds, ESSER Funds, and/or other funds as appropriate)

Staff Recommendation:
It is recommended that the Board of Trustees ratify Amendments No. 3 and No. 4 to the LLB agreement with Erickson-Hall. **[EXHIBITS NN and OO]**

9.8 ***Award of Bid***

The Board of Trustees is requested to award the following bid:

Bid#	Service	Award	Amount
2024-01	Cypress High School Temporary Security Fencing (Facilities Funds or other funds as appropriate)	J & A Fence	$149,500

Staff Recommendation:
It is recommended that the Board of Trustees award Bid #2024-01.

9.9 ***Ratification of Change Order***

Bid #2023-07, Districtwide	P.O. #S64A0199
(Kennedy High School, Oxford Academy, and Savanna High School)	
Exterior Lighting	
Giannelli Electric, Inc.	
Original Contract	$688,688
Change Order #1 **[EXHIBIT PP]**	($125,126)
New Contract Value	$563,562

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

9.10 ***Notice of Completion***

Bid #2023-07, Districtwide	P.O. #S64A0199
(Kennedy High School, Oxford Academy, and Savanna High School)	
Exterior Lighting	
Giannelli Electric, Inc.	
Original Contract	$688,688
Contract Changes	($125,126)
Total Amount Paid	$563,562

Staff Recommendation:
It is recommended that the Board of Trustees authorize the assistant superintendent, Business to accept Bid #2023-07, as complete, and authorize the filing of the notice of completion with the Office of the County Recorder.

9.11 ***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 QQ]**

9.12 ***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 RR]

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

Staff Recommendation:
It is recommended that the Board of Trustees ratify the reports June 6, 2023, through July 7, 2023. **[EXHIBITS SS and TT]**

9.14 ***Check Register/Warrants Report***

Staff Recommendation:
It is recommended that the Board of Trustees ratify the report June 6, 2023, through July 9, 2023. **[EXHIBIT UU]**

9.15 **SUPPLEMENTAL INFORMATION**

9.15.1 ASB Fund, February and March 2023 **[EXHIBITS VV and WW]**

9.15.2 Cafeteria Fund, April 2023 **[EXHIBIT XX]**

9.15.3 Enrollment, Month 10 **[EXHIBIT YY]**

EDUCATIONAL SERVICES

9.16 ***Comprehensive School Safety Plans***

Background Information:
The development of a comprehensive school safety plan is mandated by California Education Code 32281. This mandate, which was established by Senate Bill 187, states that each school must revise, or update their current comprehensive school safety plans annually. This should be a collaborative process including School Site Councils or designated safety committees, educators, classified staff, parents, community leaders, as well as law enforcement to ensure these plans are effective and current. In compliance with the mandate, District schools must submit their approved plans to the Director of Student Support Services by March 1 of the current school year.

Current Consideration:
Stakeholders at District school sites developed and adopted their safety plans in compliance with Education Code requirements and submitted them for approval. The plans, recently distributed to the Board and on file in Student Support Services, update the Board on the status of safety practices and plans in place for the 2022-23 year related to the safety of students, staff, and the public.

Budget Implication:
There is no impact to the budget.

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

9.17 ***Independent Contractor Agreement, Awareness in Motion, LLC (AIM) Formerly Known as MindKind Institute, LLC***

Background Information:
MindKind Institute LLC has provided the Mindful Leadership AUHSD program and Self-Awareness Training for District administrators, school leaders, teachers, and parents since October 2017. These programs are a multi-pronged approach towards developing mindful leaders with the highest level of commitment to Career Preparedness Systems Framework (CPSF). MindKind Institute, LLC has transitioned to a rebrand in which the name has shifted to Awareness in Motion (AIM).

Current Consideration:
Awareness in Motion will partner with the District to provide an executive coaching program for 13 District administration to support their development as transformative 5C Leaders. Services will be provided July 21, 2023, through December 31, 2024.

Budget Implication:
The total cost for these services is not to exceed $47,900. (General and/or LCFF Funds)

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

9.18 ***Independent Contractor Agreement, Inflexion***

Background Information:
Inflexion is a nonprofit consulting group that helps school leaders create the conditions to transform the student experience. An experience that recognizes and respects students as individuals; plays to students' strengths; values students' unique cultures and perspectives; as well as allows for student ownership of learning driven by students' interests and aspirations. Inflexion strives to infuse optimism and idealism. The District partnered with Inflexion on several improvement projects during the past several years.

Current Consideration:
The District would like to continue our partnership with Inflexion with one of their premier programs, Portico, which is a networked community of leaders sharing a commitment to implement systems to support students developing readiness for college, career, and life aligned to the Career Preparedness Systems Framework (CPSF). Inflexion will serve, through Portico, as a coaching support to nine District administrators. Services will be provided July 21, 2023, through June 30, 2024.

Budget Implication:
The total cost for these services is not to exceed $85,500. (General Fund and/or Grant Funds)

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

9.19 ***Agreement, TeachFX***

Background Information:
TeachFX is an organization that provides consultative and professional learning services to districts and does so leveraging the TeachFX software tool the organization has developed. The TeachFX software is a reflective instruction tool that is designed to allow teachers to see evidence of and track progress toward the realization of classrooms that exhibit the 5Cs of collaboration, communication, creativity, critical thinking, as well as compassion and character.

Current Consideration:
TeachFX has been working with the District since 2018 on promoting the 5Cs in teachers' instructional practice through TeachFX software, professional learning, and strategic planning. TeachFX and the District's goal with this partnership is to help all the District's educators fulfill the 5Cs in instruction measured in part by achieving 30 percent student oral discourse in class. This is driven by a theory of change that better student engagement and more student-centered instruction are the key building blocks to creating collaborative classroom environments that promote communication, creativity, critical thinking, as well as character and compassion within students. TeachFX and the District mutually seek to empower teachers to measure and make progress on student engagement and student talk in their classrooms, in order to track progress toward the district's goal of increasing oral discourse, particularly for English Learner students, to 30 percent of class time. Services are being provided July 1, 2023, through June 30, 2025.

Budget Implication:
The total cost for these services is not to exceed $150,000. (LCFF Funds)

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

9.20 ***Piggyback for Software and Related Services, Qualtrics***

Background Information:
Qualtrics allows quick and efficient distribution of surveys, as well as actionable reports for stakeholders to utilize to make decisions. The District will continue to use Qualtrics as a survey platform and data dashboard to gather feedback from our stakeholders in a variety of ways including, but not limited to LCAP surveys, Counseling Core Curriculum pre/post tests, site level surveys and Community Schools surveys. Other uses include a digital signature and workflow component with the capability to digitize District forms, such as student emergency cards, transfer forms, and consent for mental health services.

Current Consideration:
The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with Carahsoft Technology Corporation. The equipment, software, and services will be purchased utilizing DGS CMAS contracts 3-20-70-2247G. Included in the cost is software access, developer tools, professional training and support, as well as access to regional network projects of over fifty districts in California. Services will be provided August 10, 2023, through August 9, 2024.

The District will utilize this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq.

Budget Implication:
The total cost of these services is not to exceed $95,366.26. (A-G Completion Improvement Grant Funds)

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

9.21 ***Agreement, Interactive Educational Services, Inc., Cyberschool***

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

Current Consideration:
The District's use of Cyberschool enables staff to efficiently keep more than 7,000 web pages updated across all our school sites. Departments are set up to organize content by function. Our webmaster has provided school identified school and District staff access to update content. Services are being provided July 1, 2023, through June 30, 2024.

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

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

9.22 ***Independent Contractor Services Agreement, CharacterStrong***

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

Current Consideration:
The District would like to renew the agreement with CharacterStrong. To continue providing gym activities and resources to foster relationships between students and/or staff. CharacterStrong Professional Development is designed to help staff build readiness to deliver (or continue to deliver) CharacterStrong curricula at all grade levels. Services will be provided August 9, 2023, through May 30, 2024.

Budget Implication:
The total cost for this service is not to exceed $9,980. (LCFF and/or Professional Development Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the independent contractor services agreement. **[EXHIBIT EEE]**

9.23 ***Agreement, AVID Excel, AVID College Readiness System Services and Products***

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

Current Consideration:
AVID Excel has been successfully implemented at Dale Junior High School. To continue to implement the program, the District must pay a benefit package fee, as well as AVID summer institute fees for training staff members from participating school sites. Services are being provided July 1, 2023, through June 30, 2024.

Budget Implication:
The total cost is not to exceed $1,050. (Title III Funds)

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

9.24 ***Statement of Work, University of California, Transcript Evaluation Service (TES)***

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

Current Consideration:
The University of California (UC) would like to continue to provide support to our District through the UC Transcript Evaluation Service (TES). TES will help determine student progress toward meeting the eligibility requirements for California's public systems of higher education. TES would like to provide services to evaluate data at all of our District high schools. With these services, high schools will be better equipped to monitor student's progress in meeting A-G requirements. The agreement will be for two full calendar years July 1, 2023, through June 30, 2025.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees ratify the statement of work.
[EXHIBIT GGG]

9.25 ***Independent Contractor Agreement, YWCA OC's Youth Employment Services (YES)***

Background Information:
The YWCA OC's Youth Employment Services (YES) programs provide pre-employment counseling and career training navigation for youth 13-22 years of age. The services offered include job navigation and search skills, assistance in resume development and interview skills, as well as workshops related to career readiness. These services are provided free of charge to the District and students.

Current Consideration:
The YES program would like to set up an Independent Contractor Services Agreement to provide their services to District schools. Services will be provided July 21, 2023, through June 30, 2026.

Budget Implication:
There is no impact to the budget.

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

9.26 ***Memorandum of Understanding (MOU), West-Ed California Healthy Kids Survey (CHKS)***

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, for a three-year term 2023-26. TUPE grantees are required to conduct the California Healthy Kids Survey (CHKS) Core and Tobacco Module biennially in grades six, seven, nine, and eleven. The CHKS is a companion tool to the California School Staff Survey (CSSS) and the California School Parent Survey (CSPS). Together they form the California School Climate, Health, and Learning Survey (Cal-SCHLS) system, a comprehensive set of integrated surveys designed to help schools meet the mandates and goals of the Every Student Succeeds Act.

Current Consideration:
The CHKS is a comprehensive and customizable student self-reported, data-collection system that provides essential and reliable data on school climate, youth resilience, health and well-being, as well as learning barriers and supports. CHKS survey implementation costs include grades seven, nine, and eleven. In addition to the survey, the District will provide CHKS with information on current student enrollment figures for all school sites by grade level, and provide accurate staff counts by school. Services will be provided September 1, 2023, through June 30, 2024. This agreement will be signed following Board approval.

Budget Implication:
The total costs for these services are not to exceed $13,000. (TUPE Funds)

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

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

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

Current Consideration:
It is requested that the Master Contract be approved to be used for any student requiring NPA, NPS, or RTC. Services are being provided July 1, 2023, through June 30, 2024.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees ratify the master contract. **[EXHIBIT JJJ]**

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

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

Current Consideration:
Tustin Unified School District (TUSD) has requested to enter into a memorandum of understanding (MOU) with the District permitting students from TUSD to be enrolled in specialized programs understanding operated by the District. The MOU for placing special education students from TUSD in the District programs is presented to the Board of Trustees for consideration of approval. Services were provided August 10, 2022, through June 30, 2023.

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

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

9.29 ***Amendment, Agreement, New Direction Solutions, LLC dba ProCare Therapy***

Background Information:
When a district employee takes a leave of absence, or if there is a sudden need to fill a vacancy, we must fill that position on a temporary basis with a qualified individual. Due to the specific qualifications needed to fill this type of position, and for only a limited time, it is increasingly difficult to find a qualified individual to perform these services. Agreements with staffing agencies provide qualified individuals when there is a sudden need to fill a vacancy.

Current Consideration:
The agreement with New Directions Solutions, LLC dba ProCare Therapy provided contract services, December 12, 2022, through May 25, 2023, due to temporary leaves of absence of District personnel.

Budget Implication:
Services provided were at an original cost not exceed $141,400. Due to the hiring of a school psychologist the amount increased to a total not to exceed $200,000, based on the experience of the temporary staff. (General Fund)

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

9.30 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in career technical education, social science, 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, July 21, 2023, through August 10, 2023.

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

9.31 ***Individual Service Contracts***

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

9.32 ***Field Trip Report***

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

HUMAN RESOURCES

9.33 ***2022-23 Fourth Quarterly Report, Williams Uniform Complaints***

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

Current Consideration:
The Williams Uniform Complaints Fourth Quarterly Report, April 1, 2023, through June 30, 2023, states there were no complaints during this quarter.

Budget Implication:
There is no impact to the budget.

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

9.34 ***Agreement, California State University, Fullerton (CSUF)***

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 California State University, Fullerton (CSUF) speech-language pathology interns to provide supervised support services for the District.

Current Consideration:
University students will meet with District clinical supervisors (speech language pathologists) at the student'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 is effective April 20, 2023, through April 19, 2028.

Budget Implication:
There is no impact to the budget.

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

9.35 ***Agreement, California State University, Dominguez Hills***

Background Information:
The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within our District schools. The District has had a student teaching agreement in place with California State University, Dominguez Hills, since 2004.

Current Consideration:
University students will meet with school site master teachers to be involved in the student's preparation for student teaching. This agreement provides opportunities for student teachers to observe, participate, assist, and teach in the master teacher's classroom for one semester. Master teachers will model to the student teacher effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. Additionally, professional attire, development, and conduct will be reviewed. The agreement is in effect July 1, 2023, through June 30, 2026.

Budget Implication:
There is no impact to the budget.

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

9.36 ***2022-23 Employee Salary Schedules***

Background Information:
The California Public Employees' Retirement System (CalPERS) requires the Board of Trustees to formally approve classified salary schedules, along with any subsequent additions, corrections, or modifications made to the schedules. Routine modifications continue to be necessary to accurately represent negotiated changes, necessary updates, and corrections on the schedules.

Current Consideration:
Adopt modifications to the salary schedules for the American Federation of State, County, and Municipal Employees (AFSCME) and California School Employee Association (CSEA) employee groups.

The proposed modifications include the following:

- AFSCME: Establishment of Transportation Van Driver based on recommendations approved at the Personnel Commission meeting on June 13, 2023.

- CSEA: Establishment of Lead Campus Safety Aide based on recommendations approved at the Personnel Commission meeting on June 13, 2023.

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 revised salary schedules for the AFSCME and CSEA employee groups as submitted. **[EXHIBIT SSS]**

9.37 ***Certificated Personnel Report***

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

9.38 ***Classified Personnel Report***

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

SUPERINTENDENT'S OFFICE

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

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

Current Consideration:
CSBA membership benefits include policy analysis and services, leadership development, as well as education advocacy. The GAMUT online service provides access to and use of model policies that comply with all state and federal legal requirements. The model policies are continually updated as new laws or mandates are implemented. Services are being provided July 1, 2023, through June 30, 2024.

Budget Implication:
The cost of membership for the 2023-24 year is not to exceed $24,558. The cost of GAMUT for the 2023-24 year is 6,355. (General Fund)

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

9.40 ***Conferences and/or Meetings***

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

9.40.1 CSBA Annual Conference and Delegate Assembly: The Delegate Assembly will be held November 28, 2023, through November 29, 2023, and the California School Boards Association's Annual Conference and Trade Show 2023 will be held November 30, 2023, through December 2, 2023, in San Francisco, California, at a cost not to exceed $4,100 per person. (General Fund)

9.40.2 California Latino School Board Association, Unity Conference, September 28, 2023, through October 1, 2023, Long Beach, California, at a cost not to exceed $1,100 per person. (General Fund)

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

9.41 ***Board of Trustees' Meeting Minutes***

9.41.1 June 8, 2023, Regular Meeting **[EXHIBIT VVV]**
9.41.2 June 15, 2023, Regular Meeting **[EXHIBIT WWW]**

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

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

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

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

12. **ADVANCE PLANNING**

INFORMATION ITEM

12.1 ***Future Meeting Dates***

The next meeting of the Board of Trustees will be held on Thursday, August 10, 2023, at 6:00 p.m.

Thursday, September 14	Thursday, November 16
Thursday, October 12	Thursday, December 14

12.2 ***Suggested Agenda Items***

13. **ADJOURNMENT** ***ACTION ITEM***

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, July 18, 2023.

EXHIBIT A

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Cypress High School	**Date of Application:**	05/12/2023

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

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

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

Name of proposed group:

Astronomy Club

Purpose of the group (Please describe thoroughly):

Our purpose is to enable students to connect with the universe and to fuel inspiration beyond our borders. The club is designed to enhance student's understanding about the constellations, planets, galaxies, and to grasp an appreciation of the grandness of the universe. We will learn about the sun's influence on Earth's climate and how it affects water levels and weather.

Frequency of group meetings:

Every first Monday of the month at lunch

Proposed meeting day, time and location:

Day:	Tuesday	Time:	Lunch	Location:	Room 322

Applicant's Signature:	Noor Abdulkareem Catherine Sefcik	Date:	5/12/23
Printed Name:	Noor Abdulkareem, Catherine Sefcik		
Advisor's Signature:		Date:	5/12/23
Printed Name:	Christopher Johnson		
Principal's Signature:		Date:	5/12/23
Printed Name:	Jennifer Brown		

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

Assistant Superintendent's Signature:		Date:	6/26/23

Dr. Jaron Fried

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

EXHIBIT B

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Cypress High School	Date of Application:	5/8/23

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

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

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

Name of proposed group:
Comp Sci Club

Purpose of the group (Please describe thoroughly):
Introducing the world of coding to high schoolers. Teaching the fundamentals of coding and recommending fun projects after learning concepts. Mainly utilizing simple coding languages such as Python to help students get a basic understanding of coding applications. Another part of the club will be able to collaborate and help each other out with homework. Board members with experience in these classes will also be able to assist students in need of guidance. Additionally, the club will promote competitions and hackathons (events where programmers have projects to complete in a short amount of time to improve on their skills) for students to attend.

Frequency of group meetings:
Weekly

Proposed meeting day, time and location:

Day:	Tuesday	Time:	Lunch	Location:	Mr. Borad's Room (Rm 304)

Applicant's Signature:	[signature]	Date:	5/8/23
Printed Name:	Isaiah Park		[redacted]

Advisor's Signature:	[signature]	Date:	5/8/23
Printed Name:	Matthew Borad		[redacted]

Principal's Signature:	[signature]	Date:	5/11/23
Printed Name:	Jennifer Brown		[redacted]

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

Assistant Superintendent's Signature:	[signature]	Date:	6/26/23

Dr. Jaron Fried

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

EXHIBIT C

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Cypress High School	**Date of Application:**	5-8-23

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

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

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

Name of proposed group:

Cypress DND Club

Purpose of the group (Please describe thoroughly):

To build a welcoming community of members that share the same passion in the topic of Dungeons and Dragons, hosting games during lunch that initiate the opportunity to socialize and grow relationships throughout the school year.

Frequency of group meetings:

Once a week.

Proposed meeting day, time and location:

Day:	Wednesday	Time:	Lunch	Location:	Mrs. Davidson's Room.

Applicant's Signature:	Ashlynn Lim	Date:	5-8-23
Printed Name:	Ashlynn Lim		[redacted]

Advisor's Signature:		Date:	5/8/23
Printed Name:	Mrs. Davidson		[redacted]

Principal's Signature:	Jennifer Brown	Date:	5/11/23
Printed Name:	Jennifer Brown		[redacted]

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

Assistant Superintendent's Signature:		Date:	6/26/23

Dr. Jaron Fried

EXHIBIT D

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Cypress High School	Date of Application:	4/14/23

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

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

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

Name of proposed group: Cypress Law and Order

Purpose of the group (Please describe thoroughly):

In Cypress Law and Order, we want to create a supportive environment where aspiring law students can access an abundance of many of the resources that they might be struggling to find. We plan to have weekly meetings where we will alternate between having guest speakers, talking about internship opportunities, and having weekly sessions where we talk about different aspects of law with our club members. Eventually, we hope to introduce the idea of hosting mock trials where our club members can use relevant information and techniques, like citing precedence, to have semi-formal debates with their peers. This would give them a huge insight into the world of law and they would also get feedback on their delivery style/eloquence from our club ambassador, helping them grow as speakers and debaters, honing the foundation for necessary skills in the field of law.

Frequency of group meetings:

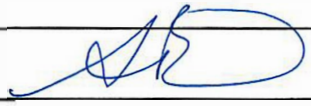
Once a week.

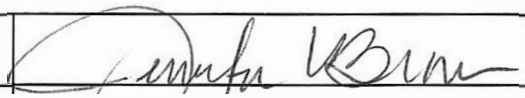
Proposed meeting day, time, and location:

Day:	Mondays	Time:	12:50 - 1:10	Location:	Mrs. Brief's Room

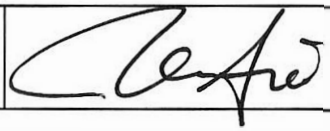
Applicant's Signature:		Date:	4/14/23

Printed Name:	Rishika Sharma Kanishkaa Kulkarni		

Advisor's Signature:		Date:	5/2/23
Printed Name:	Seana Brief		

Principal's Signature:		Date:	5/11/23
Printed Name:	**Jennifer Brown**		

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

Assistant Superintendent's Signature:		Date:	6/28/22

Dr. Jaron Fried

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

Education/Non-Curriculum Related Organization/Rev. 04/11

EXHIBIT E

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Cypress High School	Date of Application:	Apr 19, 2023

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

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

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

Name of proposed group:

For Their Service

Purpose of the group (Please describe thoroughly):

For Their Service is a club that applies arts and crafts projects to be delivered to army veterans as a gift of thanks for their service. The students will also learn about American and Korean history as we will compose projects for special days, such as the day the Korean War ended as well as days like Thanksgiving, and Veterans Day. This club would give students an opportunity to learn a part of Korean history and the people who fought their wars.
The club will include projects such as designing and writing cards, messages with small gifts, and designing items like stickers and bookmarks for veterans.

The club will be partnering up with

- AROKA (Association of the Republic of Korea Army)
  - President: Man Kyu Choi
  - arokausw@gmail.com
- Korean American Women's Society
  - President: Sylvia M Baek
  - Nicenws@gmail.com

These organizations are going to help deliver our projects to places like the Joint Forces Training Base Los Alamitos and veteran hospitals to give to the veterans and give students service hours. I am able to gather the projects the club constructed and deliver them to these organizations. In the past, since middle school, I've worked on many projects for the purpose of giving thanks to the ones that sacrificed everything for war. I incorporated my culture into the projects by sending gifts and cards I designed with words of thanks in my own language, "감사합니다". I want For Their Service to have a similar experience and feel respect for veterans. This club will most certainly learn about the hardships veterans had to go through.

Frequency of group meetings:

Three times a month

Proposed meeting day, time and location:

Day:	Monday	Time:	12:45	Location:	Room 236

Applicant's Signature:	Christine Kim	Date:	4/21/23
Printed Name:	Christine Kim Christine Kim		[redacted]

Advisor's Signature:	Ross Geerdes	Date:	4/21/23
Printed Name:	Ross Geerdes Ross Geerdes		[redacted]

Principal's Signature:	Joseph H. Boardwine	Date:	4/25/23
Printed Name:	Mr. Joseph Boardwine		[redacted]

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

Assistant Superintendent's Signature:	Dr. Jaron Fried	Date:	6/26/23

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

EXHIBIT F

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Cypress High School	Date of Application:	4/26/23

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

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

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

Name of proposed group:

Link Crew

Purpose of the group (Please describe thoroughly):

Link Crew is a club formed to help ease the freshman into high school. Those who are link leaders will help guide the freshman through their first year, showing how school culture is and how the school works. They will mentor the freshman, giving them advice on studying, what each class/teacher is like, and what their years were like. This club also serves as a good way to establish bonds with younger grades and bring people together.

Frequency of group meetings:

Once a Month

Proposed meeting day, time and location:

Day:	Friday	Time:	12:47 - 1:17	Location:	Cypress High School

Applicant's Signature:	Jonathan Lim	Date:	4/26/23
Printed Name:	Jonathan Lim		

Advisor's Signature:		Date:	4/23/26
Printed Name:	Sean Pfeiifer (interim)		

Principal's Signature:		Date:	5/05/23
Printed Name:	Ms. Brown		

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

Assistant Superintendent's Signature:		Date:	6/20/23

Dr. Jaron Fried

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

EXHIBIT G

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

School:	Cypress High	Date of Application:	5/1/23

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

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

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

Name of proposed group:

PI Club (Pacific Islander)

Purpose of the group (Please describe thoroughly):

The purpose is to not only learn, but also expand the culture to everyone willing to listen and learn. It's to also teach the cultural dances and perform during any school events with permission of the responsible party.

Frequency of group meetings:

Every Wednesday

Proposed meeting day, time and location:

Day:	Wed	Time:	At Lunch	Location:	Kevin Dull's room

Applicant's Signature:	Kinikiele Ta'aga	Date:	5/1/23
Printed Name:	Kinikiele Ta'aga		[redacted]
Advisor's Signature:	Kevin Dull	Date:	5/2/23
Printed Name:	Kevin Dull		[redacted]
Principal's Signature:		Date:	5/12/23
Printed Name:	Mrs. Jennifer Brown		[redacted]

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

Assistant Superintendent's Signature:	Dr. Jaron Fried	Date:	6/26/23

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

EXHIBIT H

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

School:	Cypress High School	**Date of Application:**	5/1/2023

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

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

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

Name of proposed group:
The Games Club

Purpose of the group (Please describe thoroughly):
This club is a board game club that includes games ranging from Monopoly to UNO. They don't involve online games but they are more to find the people who share the same love for wholesome board games and bring back that childhood feeling of gathering with family and friends and playing together.

Frequency of group meetings:
Once a week during lunch

Proposed meeting day, time, and location:

Day:	Wednesday	Time:	Lunch	Location:	Room 104

Applicant's Signature:		Date:	5/05/2023
Printed Name:	Sreesha Siruvuru		[redacted]

Advisor's Signature:		Date:	5/8/2023
Printed Name:	Randi Llewellyn		[redacted]

Principal's Signature:		Date:	5/12/23
Printed Name:	Ms. Jennifer Brown		[redacted]

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

Assistant Superintendent's Signature:		Date:	6/26/23

Dr. Jaron Fried

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

EXHIBIT I

Anaheim Union High School District
Education Division

APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION

CLICK AND ENTER DATA IN THE APPROPRIATE AREAS (DOUBLE CLICK SHADED BOXES)

Name of Organization: Rising Sunshine Parenting Club

School: Gilbert High School

Name(s) of student(s) making application: Marisol Olivares

Staff Sponsor(s): Lizzette Barrios-Gracian

List purposes, objectives, and activities of organization (attach copy of Constitution and By-Laws)
To give continued support to student parents on campus

Proposed meetings:

Day(s):	Thursday	Time(s):	lunch	Location:	Room: 25

Special equipment? ■No ☐Yes – Describe:

Qualifications for membership, if any:
Must be a student parent

How are officers elected?	Term?
Cabinet members are elected through an application process. Then the students that apply will be interviewed by the president, vice-president and the advisor of the club.	Full Year

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

Describe the function of the staff adviser in the promotion, supervision, and leadership of the organization:
The adviser will seek activities, supervise, and support student leadership

Will this organization be raising funds for any purpose? ☐No ■**Yes – Describe** how funds will be raised and for what purpose:
We will raising funds in order to be able to purchase art materials (paints-acrylic tempera, brushes, paint thinner etc.), go on field trips, attend socials, or make flyers to announce club meetings.

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

Signature of student making application:	Marisol Olivares **Marisol Olivares**
Signature of faculty sponsor:	Lizzette Barrios-Gracian

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

Signature of School Principal: Jose Lara **Date:** 5/17/23

Signature of Assistant Superintendent of Education: **Date:** 6/26/23

Education Office Use Only: Dr. Jaron Fried

Board of Trustees action:	☐Approved	☐Denied	Date:	

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

EXHIBIT J

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	John F Kennedy High School	**Date of Application:**	April 25, 2023

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

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

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

Name of proposed group:

Hip Hop Club

Purpose of the group (Please describe thoroughly):

Students meet together who love dance with various genres, like hip hop, break dancing, etc
Students learn routines that they create & perform them.

Frequency of group meetings:

Once a week

Proposed meeting day, time and location:

Day:	Thursdays	Time	Lunch time	Location:	Choir Room 804

Applicant's Signature:		Date:	April 25, 2023
Printed Name:	Claire Yu		
Advisor's Signature:		Date:	April 25, 2023
Printed Name:	Janae Morales		
Principal's Signature:		Date:	4/27/23
Printed Name:	Seema Sidhu		

Seema Sidhu

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

Assistant Superintendent's Signature:		Date:	6/26/23

Dr. Jaron Fried

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

EXHIBIT K

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Brookhurst Junior High School	**Date of Application:**	5/23/23

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

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

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

Name of proposed group:

Jesus Club

Purpose of the group (Please describe thoroughly):

Jesus club will be a place that allows faith to be expressed and shared. This fellowship will welcome and encourage people of all walks, believers and non-believers, through the training of God's word. Weekly devotionals will take place, bible study, prayer, and worship.

Frequency of group meetings:

1 time per week

Proposed meeting day, time and location:

Day:	Thursday	Time:	8:00	Location:	Room 24

Applicant's Signature:	Jacob Diaz	Date:	5/23/23
Printed Name:	Jacob Diaz		[redacted]

Advisor's Signature:	Ariana Gomez	Date:	6/5/23
Printed Name:	Ariana Gomez		[redacted]

Principal's Signature:	[signature]	Date:	6/5/23

Printed Name:	Gilbert Amancio	[redacted]

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

Assistant Superintendent's Signature:		Date:	6/26/23

Dr. Jaron Fried

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

EXHIBIT L

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Sycamore Jr. High School	Date of Application:	5/23/23

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

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

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

Name of proposed group:

Sycamore Black Student Union (BSU)

Purpose of the group (Please describe thoroughly):

The Black Student Union Club/Organization is being organized for the purpose of fostering student growth and development through diversity, academics, and community services and outreach. We seek to build awareness and a new level of consciousness of what it means to be Black in today's society. We seek to provide an opportunity for students of all races to celebrate black culture, lifestyle, and history.

Frequency of group meetings:

Monthly

Proposed meeting day, time and location:

Day:	Thursday	Time:	11:25 am - 12:50 pm	Location:	Family Center

Applicant's Signature:	Yvonne Walker	Date:	5/23/23
Printed Name:	Yvonne Walker		[redacted]

Advisor's Signature:	Maryanne Tice	Date:	5/23/23
Printed Name:	Maryanne Tice		[redacted]

Principal's Signature:		Date:	5/23/23
Printed Name:	Nancy Cortez		[redacted]

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

Assistant Superintendent's Signature:		Date:	6/26/23

Dr. Jaron Fried

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

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

ANNUAL CERTIFICATION OF COURSE-BASED INDEPENDENT STUDY FOR 2023-24

RESOLUTION NO. 2023/24-E-01

July 20, 2023

On the motion of Trustee _____and duly seconded, the following resolution was adopted.

WHEREAS, Education Code Sections 51749.5 and 51749.6 set forth the requirements for establishing and implementing course-based independent study, including, but not limited to, computing average daily attendance for each pupil enrolled in one or more course-based independent study courses; and

WHEREAS, those requirements provide that the Board of Trustees is required to annually certify that courses provided pursuant to course-based independent study 1) are of the same rigor, educational quality, and intellectual challenge substantially equivalent to in-person instruction and equivalent classroom-based courses, 2) are aligned to all relevant local and state content standards, and 3) provide access to all District courses offered for graduation and approved for A-G admissions criteria by the University of California and California State University; and

WHEREAS, that certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that a pupil is enrolled, number of equivalent instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses; and

WHEREAS, that certification shall, at a minimum, also include a plan to provide opportunities for daily live interaction throughout the school year for all students in grades 7 and 8, as well as opportunities for at least weekly synchronous instruction throughout the school year for all students in grades 7 through 12; and

WHEREAS, consistent with Board Policy 8402 (3260), it is the policy and practice of the Anaheim Union High School District to ensure that pupils are not assessed a fee prohibited by Education Code Section 49011; and

WHEREAS, consistent with Board Policy 7807 (6158), it is the policy and practice of the Anaheim Union High School District to ensure no pupil is prohibited from participating in independent study solely on the basis that he or she does not have the materials, equipment, or Internet access that are necessary to participate in the independent study course; and

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees of the Anaheim Union High School District certifies for the 2023-24 school year as follows:

1. The courses listed in the CVA Course List 1) are of the same rigor, educational quality, and intellectual challenge substantially equivalent to in-person instruction and equivalent classroom-based courses, 2) are aligned to all relevant local and state content standards, and 3) provide access to all District courses offered for graduation and approved for A-G admissions criteria by the University of California and California State University.

2. The duration of each said course is one semester, consistent with the District calendar.

3. The number of equivalent daily instructional minutes for each school day that a pupil is enrolled is 49 minutes per course per day for junior high school courses and 60 minutes per course per day for high school courses.

4. The number of equivalent total instructional minutes is 4,410 minutes per course per semester for junior high school courses and 5,400 minutes per course per semester for high school courses.

5. The number of course credits for each course is 5 credits per semester.

6. All students in grades 7 and 8 enrolled in course-based independent study shall have opportunities for daily live interaction throughout the school year through combinations of scheduled synchronous teaching, teacher office hours, mentoring, tutoring, counselor check-in, and club participation, as documented in the Learning Management System.

7. All students in grades 7 through 12 enrolled in course-based independent study shall have opportunities for at least weekly synchronous instruction throughout the school year pursuant to the established schedule for each course.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on July 20, 2023, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)
) SS
)
COUNTY OF ORANGE)

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 20th day of July, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of July 2023.

_____

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

ARTIFICIAL INTELLIGENCE IN EDUCATION

RESOLUTION NO. 2023/24-E-02

July 20, 2023

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

WHEREAS, the Anaheim Union High School District (District) is committed to its vision of creating a better world through Unlimited You and to its mission, in collaboration with the greater community, to graduate socially aware, civic-minded students who are life ready by cultivating soft and hard skills; and

WHEREAS, the District, in alignment with its core values of assets-based instruction, justice, and the enhancement of democracy through cultivation of student voice and problem solving, believes in equal access to emerging technologies and the ethical use of artificial intelligence (AI), including recognition of considerations like bias, privacy, and accountability; and

WHEREAS, "generative" AI is the application of AI tools to generate new ways of creating, expressing, and expanding knowledge and content, which with careful guidance and oversight, can be a powerful tool for innovation; and

WHEREAS, AI has grown exponentially in recent years, showing remarkable promise in transforming various sectors of society, including education; and

WHEREAS, integrating AI into educational spaces can deepen student learning, individualizing education, facilitate differentiated instruction, expand career pathways, augment workforce development, and equip students with skills and knowledge necessary to thrive in the technology-driven 21st Century; and

WHEREAS, we cannot ignore the potential harms that come with advancements in AI, and by learning about ethical considerations associated with AI, students will develop a deeper understanding of its societal implications and become responsible users and developers of technology; and

WHEREAS, the utilization of AI in administration can streamline administrative tasks, optimize resource allocation, and facilitate data-driven decision-making, thereby enhancing efficiency and effectiveness in school operations; and

WHEREAS, by broad consensus, the US is falling behind the AI curve when compared to other economically advanced nations, due to a relative dearth of investments and strategic planning across all segments of society; and

WHEREAS, the District, as a leader in the field of educational AI, including through its exclusive AI pathway, is well-positioned to convene a summit of educational leaders to

exchange ideas, share best practices, and collectively shape the future of AI integration in education.

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Anaheim Union High School District:

1. Recognizes the advancements and potential of artificial intelligence in contributing to an innovative and effective educational environment;

2. Supports the development of an artificial intelligence framework to guide the principles in this resolution;

3. Supports the integration of artificial intelligence into instruction, administration, career pathways, and workforce development in ways that align with the District's vision, mission, and values;

4. Encourages the utilization of artificial intelligence in administrative processes to optimize resource allocation, streamline operations, and facilitate data-driven decision-making;

5. Authorizes the District's leadership to organize an Educational AI Summit aimed at discussing the prospects, challenges, and ethical considerations related to AI in education, and sharing best practices and resources;

6. Commits to ongoing professional development for staff and curriculum enhancements for students related to AI, fostering a culture of continuous learning and adaptation;

7. Dedicates itself to work with stakeholders to address the digital divide, ensuring that all students have equitable access to AI-based resources and learning opportunities; and

8. Acknowledges that this resolution was created in part with the assistance of ChatGPT, an artificial intelligence language model developed by OpenAI, to facilitate the drafting process and promote AI integration in education, thereby demonstrating AI's potential in aiding and enhancing the work of our educational community.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on July 20, 2023, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA)
)
) SS
)
COUNTY OF ORANGE)

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 20th day of July, 2023 and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of July, 2023.

_____

Michael B. Matsuda
Superintendent and
Secretary to the Board of Trustees
Anaheim Union High School District

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered for short- or long-term placements, on a full-time ~~basis~~ or ~~on a~~ part-time basis, and/or in conjunction with part- or full-time classroom study.

The Board shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purpose in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students. (Education Code 51747; 5 CCR 11701)

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, a home-based format, and an online course.

~~A s~~Student~~'s~~ participation in independent study shall be voluntary and no student shall be required to participate. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be ~~five~~ three consecutive school days.

General Independent Study Requirements

~~For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)~~

~~For the 2022-23 school year and thereafter, t~~The Superintendent or designee may ~~continue to~~ offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for ~~independent study~~participation and is likely to succeed ~~in independent study~~ as well as or better than the student would in the regular classroom setting.

The minimum instructional minutes shall be the same for all students at each school including students participating in independent study, except as otherwise permitted by law. (Education Code 46100)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than 20 school days after assigned for all grade levels and types of program. ~~However, w~~When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond ~~up to~~ the termination date ~~of the~~specified in the student's written agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060

2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments

3. Learning required concepts, as determined by the supervising teacher

4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California (UC) or the California State University (CSU) as creditable under the A–G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades 7-8, opportunities for both daily live interaction and at least weekly synchronous instruction

2. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students ~~who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students~~ participating in an independent study program for 15 school days or more who are: (Education Code 51747)

1. Not generating attendance for more than ten percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar

2. Not participating in synchronous instructional offerings pursuant to Education Code 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span

3. In violation of their written agreement

Tiered reengagement strategies. ~~The~~ procedures used in district independent study programs shall include local programs intended to address chronic absenteeism, as applicable, including, but ~~are~~ not ~~necessarily~~ limited to~~, all of~~ the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student

2. Notification to parents/guardians of lack of participation within one school day of the recording of a nonattendance day ~~absence~~ or lack of participation

3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary

4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall, for students who participate in an independent study program for 15 school days or more, develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. ~~This requirement only applies to students participating in an independent study program for 15 school days or more.~~ (Education Code 51747)

When any student enrolled in classroom-based instruction is participating in independent study due to necessary medical treatment or inpatient treatment for mental health or substance abuse under the case of appropriately licensed professionals, the student shall be exempt from the live interaction and/or synchronous instruction, tiered reengagement strategies, and transition back to in-person instruction requirements specified above. In such cases, evidence from appropriately licensed professionals, of the student's need to participate in independent study, shall be submitted to the Superintendent or designee. (Education Code 51747)

The Superintendent or designee shall ensure that a written ~~master~~ agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

~~The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)~~

Upon the request of the parent/guardian of a student, and before ~~making a decision about enrolling or disenrolling in independent study and entering into~~signing a written agreement ~~to do so~~as described below in the section "Master Agreement," the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested by the parent/guardian ~~or their~~ an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

~~For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.~~

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747~~; 5 CCR 11703~~)

For student participation for 15 school days or more, a signed written agreement shall be obtained before the student begins independent study. For student participation of less than 15 school days, a signed written agreement shall be obtained within ten school days of the first day of the student's enrollment. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but ~~are~~ is not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress

2. The objectives and methods of study for the student's work and the methods used to evaluate that work

3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work

4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study

5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year

6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion

7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports~~.~~

8. A statement that independent study is an optional educational alternative in which no student may be required to participate

9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

10. Before the commencement of independent study projected to last for 15 school days or more, or within ten school days of the first day of enrollment for independent study for less than 15 school days, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and for students with disabilities, the certificated employee designated as having ~~all persons who have direct~~ responsibility for ~~providing assistance to~~to the special education programming of the student.

    ~~However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/ guardian if the student is less than 18 years of age, the certificated employee who has been~~

~~designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.~~

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

The district's course-based independent study program for students in grades 7-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6

2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by ~~the University of California~~UC or ~~the California State University~~CSU as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities throughout the school year for students in grades 7-8 to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.

4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.

5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in

the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher providing instruction shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be treated as a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, ~~notification to parents/guardians of lack of participation within one school day of the absence or lack of participation,~~ a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

6. Examinations shall be administered by a proctor.

7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

8. A student shall not be required to enroll in courses included in the course-based independent study program.

9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.

10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent

instructional minutes pursuant to Education Code 46200-46208.

11. Courses required for high school graduation or for admission to ~~the University of California~~UC or ~~California State University~~CSU shall not be offered exclusively through independent study.

12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.

14. A student with disabilities, as defined in Education Code 56026, ~~shall not~~may participate in course-based independent study~~, unless~~ if the student's individualized education program specifically provides for that participation.

15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.

16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

Learning Agreement for Course-Based Independent Study

Before enrolling a student in a course within a course-based independent study ~~this~~ program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5

2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to ~~i~~Item ~~#2~~3 of the Course-Based Independent Study section above

3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years

4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular

school program

5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work

6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.

7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a suspended or expelled student ~~who is suspended or expelled, or~~ who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, ~~the agreement also shall include the~~a statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.

8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.

9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.

10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.

11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.

12. Before the commencement of an independent study course projected to last for 15 school days or more, or within ten school days of the first day of enrollment for an independent study course projected to last less than 15 school days, the learning agreement shall be signed and dated by the student, and by the student's parent/guardian or caregiver, if the student is less than 18 years of age, the certificated employee ~~who has been designated as having~~ responsible~~ility~~ for the general supervision of the independent study course, and as applicable for students with disabilities, the certificated employee designated as having ~~all persons who have direct~~

responsibility for ~~providing assistance to~~to the special education programming of the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

~~However, for the 2021–22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.~~

~~Written~~ Learning agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

~~The student's or parent/guardian's signature~~A signed learning agreement from a parent/guardian of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through independent study. (Education Code 51749.6)

~~The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes.~~Upon the request of a student's parent/guardian, and before signing a learning agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, and, if requested by the parent/guardian, an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6)

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records for Audit Purposes

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study

2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades ~~K~~7-8 and the course credits attempted by and awarded to students in grades 9-12 ~~and adult education~~

3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher

4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons

5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)

6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which ~~independent study~~live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in ~~independent study~~scheduled live interaction or synchronous instruction ~~on a school day~~ shall be documented as non-participatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

~~The signed, dated agreement, any supplemental agreement~~Signed written and supplemental agreements, assignment records, work samples, and attendance records may be maintained ~~on~~ as an electronic file ~~electronically~~in accordance with Education Code 51747 and 51749.6, as applicable. (Education Code 51747)

Legal Reference:

EDUCATION CODE
17289 Exemption for facilities
41976.2 Independent study programs; adult education funding
42238 Revenue limits
42238.05 Local control funding formula; average daily attendance

44865 Qualifications for home teachers and teachers in special classes and schools
46200-46208 Instructional day and year
46300-46307.1 Methods of computing average daily attendance
47612.5 Independent study in charter schools
48204 Residency
48206.3 Home or hospital instruction; students with temporary disabilities
48220 Classes of children exempted
48340 Improvement of pupil attendance
48915 Expulsion; particular circumstances
48916.1 Educational program requirements for expelled students
48917 Suspension of expulsion order
49011 Student fees
51225.3 Requirements for high school graduation
51745-51749.6 Independent study programs
52522 Adult education alternative instructional delivery
52523 Adult education as supplement to high school curriculum; criteria
56026 Individuals with exceptional needs
58500-58512 Alternative schools and programs of choice

FAMILY CODE
6550 Authorization affidavits

CODE OF REGULATIONS, TITLE 5
11700-11703 Independent study
19819 State audit compliance

UNITED STATES CODE, TITLE 20
6301 Highly qualified teachers

COURT DECISIONS
Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

EDUCATION AUDIT APPEALS PANEL DECISIONS
Lucerne Valley Unified School District, Case No. 03-02 (2005)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Elements of Exemplary Independent Study

WEB SITES
California Consortium for Independent Study: http://www.ccis.org
California Department of Education, Independent Study: http://www.cde.ca.gov/sp/eo/is
Education Audit Appeals Panel: http://www.eaap.ca.gov

Board of Trustees

Approved: October 9, 1980
Revised: May 12, 1986
Revised: March 8, 1990
Revised: February 1993
Revised: July 1995
Revised: May 1998
Revised: March 2000
Revised: January 2005
Revised: February 2009
Revised: June 2020
Revised: August 2021
Revised: TBD

Definitions

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by ~~the~~ a teacher or teachers of record for that student pursuant to Education Code 51747.5 or the certificated employee providing instruction for course-based independent study. (Education Code 51745.5)

Educational Opportunities

~~For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)~~

Educational opportunities offered through independent study may ~~expand educational opportunities for students with various learning needs~~include, but are not limited to: (Education Code 51745)~~.~~

1. Special assignments extending the content of regular courses of instruction

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum

3. Continuing and special study during travel

4. Volunteer community service activities and leadership opportunities that support and strengthen student achievement

~~1.~~5. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction or for a student who is unable to attend in-person instruction due to a quarantine due to exposure to, or infection with, COVID-19, pursuant to local or state public health guidance

In addition, when requested by a parent/guardian due to an emergency~~, vacation,~~ or illness,

independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in his or her regular classes.

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and local educational agency-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

~~Students are eligible for independent study as authorized in law, and as specified in board policy and administrative regulation.~~To participate in independent study, a student shall be enrolled in a district school. (Education Code 51748)

The Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education

Code 48204. (Education Code 46300.2, 51747.3)

A student with disabilities, as defined in Education Code 56026, may participate in independent study if the student's individualized education program (IEP) specifically provides for such participation. If a parent/guardian of a student with disabilities requests independent study because the student's health would be put at risk by in-person instruction, the student's IEP team shall make an individualized determination as to whether the student can receive a free appropriate public education (FAPE) in an independent study placement. A student's inability to work independently, need for adult support, or need for special education or related services shall not preclude the IEP team from determining that the student can receive FAPE in an independent study placement.~~A student with disabilities, as defined in Education Code 56026, shall not participate in independent study unless the student's individualized education program specifically provides for such participation.~~ (Education Code 51745)

In addition, any student with disabilities who receives services from a nonpublic, nonsectarian school through a virtual program may be permitted to participate in independent study if the student's IEP team determines that FAPE can be provided to the student by means of the virtual program and other conditions of law are satisfied.

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of independent study. (Education Code 51745)

~~Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)~~

~~N~~Except for students participating in independent study due to an emergency as described in Education Code 41422 and 46392 and pregnant and parenting students who are the primary caregiver for their child(ren), no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program~~, not including pregnant students and parenting students who are primary caregivers for one or more of their children,~~ shall be enrolled in independent study. (Education Code 51745)

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of ~~his/her~~the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian

2. A meeting between the student and the teacher and/or counselor

3. A meeting between the student and the independent study administrator, including the

parent/guardian if appropriate

4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether ~~or not~~ independent study is ~~appropriate for~~in the student's best interest. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program. (Education Code 51747, 51749.5; 5 CCR 11701)

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation, and if the student transfers to another public school in California, the record shall be forwarded to that school. (Education Code 51747, 51749.5)

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator

2. Approving or denying the participation of students requesting independent study

3. Facilitating the completion of written independent study agreements

4. Ensuring a smooth transition for students into and out of the independent study mode of instruction

5. Approving all credits earned through independent study

6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a ~~certificated~~ district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement

2. Supervising and approving coursework and assignments

3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due

4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records ~~for Audit Purposes~~" in the accompanying Board policy

5. Providing direct instruction and counsel as necessary for individual student success

6. Regularly meeting with the student to discuss the student's progress

7. Determining the time value of assigned work or work products completed and submitted by the student

8. Assessing student work and assigning grades or other approved measures of achievement

9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction ~~independent study~~ is provided as part of the independent study program

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

HIGH SCHOOL GRADUATION REQUIREMENTS 71105 (6146.1)

The Board of Trustees desires to prepare all students to obtain a high school diploma so that they can take advantage of opportunities for postsecondary education and employment. The district's graduation requirements are designed to ensure minimal proficiency on curriculum standards, provide a common base of general education, encourage academic excellence and participation in enrichment studies, and comply with California law.

District students shall complete graduation course requirements as specified in Education Code 51225.3. Unless exempted as provided in "Exemptions from District-Adopted Graduation Requirements," district students shall also complete other course requirements adopted by the Board. Students who are exempted from district-adopted graduation requirements shall be eligible to participate in any graduation ceremony and school activity related to graduation in which other students are eligible to participate.

A single diploma will be granted by the Anaheim Union High School District. Scholastic recognition will be designated by an embossed seal placed on the diploma for superior work (honors – 3.00 to 3.49 / academic honors – 3.50 and above) in University of California "a-g" courses only.

Course Requirements

To obtain a high school diploma, students shall enroll in a minimum of 60 credits of course work in grades 9, 10, and 11 and a minimum of 50 credits of course work in grade 12 to satisfactorily complete a minimum of 220 credits, including the following:

1. 40 credits in English, including English 1, English 2, English 3, and English 4, or their equivalents

2. 30 credits in mathematics, with 30 credits coming from 3 different levels of math, including one year of Algebra I or its equivalent.

   Students may be awarded up to 10 mathematics credits for successful completion of an approved computer science course that is classified as a "category c" course based on the "a-g" course requirements for college admission. (Education Code 51225.3, 51225.35)

3. 20 credits in science, with the normal sequence for enrollment in grades 9, 10, and/or 11, including 10 credits of biological sciences and 10 credits of physical sciences (Education Code 51225.3)

4. 30 credits in social studies, including 10 credits of world history, culture, geography or equivalent course; 10 credits of United States history, geography or equivalent course; 5 credits in American government and civics; and 5 credits in economics (Education Code 51225.3)

5. 10 credits in visual or performing arts or 10 credits in the same world language

6. 10 credits in a career technical education (CTE) or career-related course

7. 20 credits in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3), including 10 credits of PE 1 and 10 credits of PE 2, or equivalents

   All students must take physical education in grade 9. A student who passes 5 of the 6 components of the Physical Fitness Test taken in grade 9 may defer the second year of required physical education until grade 11 or grade 12.

8. 5 credits in health

   Incoming transfer students who have satisfactorily completed the health requirement in another school district with fewer than 5 credits will be deemed to have satisfied this requirement; however, the district minimum of 220 credits required for graduation shall continue to apply.

9. 55 credits in electives

Ethnic Studies

Beginning with the Class of 2026, students must pass at least one-semester course in ethnic studies (Education Code 51225.3).

~~Civic and Service Learning Requirement~~

~~In addition to the prescribed course work, all students shall satisfactorily complete 40 hours of Civic and Service Learning activities to obtain a high school diploma.~~

Alternative Means for Completion

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

~~Exemptions and Waivers~~

Exemptions from District-Adopted Graduation Requirements

Prior to the beginning of grade 10, the individualized education program (IEP) team for each student with disabilities shall determine whether the student is eligible for exemption from all coursework and other requirements adopted by the Board in addition to the statewide course requirements for high school graduation, and if so, shall notify the student's parent/guardian of the exemption. A student with disabilities shall be eligible for the exemption, if the student's IEP provides for both of the following requirements: (Education Code 51225.31)

1. **That the student take the alternate assessment aligned to alternate achievement standards in grade 11 as described in Education Code 60640**

2. **That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3**

~~A foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or newly arrived immigrant student participating in a newcomer program who transfers into the district any time after completing the second year of high school shall be required to complete all graduation requirements specified in Education Code 51225.3 but shall be exempt from any additional district-adopted graduation requirements, unless the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school. Within 30 days of the transfer, any such student shall be notified of the availability of the exemption and whether the student qualifies for it. (Education Code 51225.1)~~

In addition, a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district schools any time after completing the second year of high school, or a newly arrived immigrant student who is in the third or fourth year of high school and is participating in a newcomer program, shall be exempted from any graduation

requirements adopted by the Board that are in addition to statewide course requirements. This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the additional requirements in time to graduate by the end of the fourth year of high school.

Within 30 days of the transfer into a school by a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student, or of the commencement of participation in a newcomer program, as applicable, the Superintendent or designee shall notify any eligible student, and others as required by law, of the availability of the exemption from local graduation requirements and whether the student qualifies for it. (Education Code 51225.1)

Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

In addition, the district may retroactively grant high school diplomas to: (Education Code 48204.4, 51430, 51440)

1. Persons who departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

   Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the United States or through online or virtual courses.

2. Former students who were interned by order of the federal government during World War II or who are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

   Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Veterans who entered the military service of the United States while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school

Honorary Diplomas

The Board may grant honorary high school diplomas to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation, and who is returning to the home country following the completion of one academic school year in the district

2. A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

Legal Reference:

EDUCATION CODE
47612 Enrollment in charter school
48200 Compulsory attendance
48204.4 Parents/guardians departing California against their will
48412 Certificate of proficiency

48430 Continuation education schools and classes
48645.5 Acceptance of coursework
48980 Required notification at beginning of term
49701 Interstate Compact on Educational Opportunity for Military Children
51224 Skills and knowledge required for adult life
51224.5 Algebra instruction
51225.1 Exemption from district graduation requirements
51225.2 Pupil in foster care defined; acceptance of coursework, credits, retaking of course
51225.3 High school graduation
51225.35 Mathematics course requirements; computer science
51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation
51225.5 Honorary diplomas
51225.6 Compression-only cardiopulmonary resuscitation
51228 Graduation requirements
51240-51246 Exemptions from requirements
51250-51251 Assistance to military dependents
51410-51413 Diplomas
51420-51427 High school equivalency certificates
51430 Retroactive high school diplomas
51440 Retroactive high school diplomas
51450-51455 Golden State Seal Merit Diploma
51745 Independent study restrictions
56390-56392 Recognition for educational achievement, special education
66204 Certification of high school courses as meeting university admissions criteria
67386 Student safety; affirmative consent standard

CODE OF REGULATIONS, TITLE 5
1600-1651 Graduation of students from grade 12 and credit toward graduation
4600-4670 Uniform complaint procedures

COURT DECISIONS
O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

Management Resources:

WEB SITES
CSBA: http://www.csba.org
California Department of Education, High School: http://www.cde.ca.gov/ci/gs/hs

University of California, List of Approved a-g Courses:
http://www.universityofcalifornia.edu/admissions/freshman/requirements

Board of Trustees
June 19, 1986
Revised: March 8, 1990
Revised: February 1993
Reviewed: July 1996
Revised: May 1997
Revised: April 2000
Revised: July 2001
Revised: March 2002
Reviewed: March 2003
Revised: December 2003
Revised: February 2005
Revised: November 2009
Revised: August 2010
Revised: September 2011
Revised: December 2012
Revised: March 2015
Revised: May 2016
Revised: December 2020
Revised: Pending

ArbiterSports, LLC
9815 S. Monroe St.
Suite 204
Sandy, UT 84070
Phone: (801) 576-2799

Remit-To Address:
ArbiterSports, LLC
9815 S. Monroe St.
Suite 204
Sandy, UT 84070

Arbiter License Subscription Order Form

Ship To:	Jeff Russell
Title:	District Athletic Director
Customer:	Anaheim Union High School District (AUHSD)
Ship to Address:	501 N. Crescent Way, Anaheim, CA 92801
Email:	russell_j@auhsd.us
Phone:	(714) 396-5923

Invoice To:	Jeff Russell
Title:	District Athletic Director
Customer:	Anaheim Union High School District (AUHSD)
Billing Address:	501 N. Crescent Way, Anaheim, CA 92801
Email:	russell_j@auhsd.us
Phone:	(714) 396-5923

AS Account Rep:	Michael Miller
Email:	michael.miller@arbitersports.com
Submitted Date:	6/15/2023
Valid Until Date:	7/22/2023
Order Number:	20230615Anahe124002

Term State Date:	7/21/2023
Term End Date:	7/20/2028
Term (Months):	60
Payment Terms:	Net 30 Days
Billing Schedule:	Multi-year - See Special Instructions

Subscription Services (Year 0): 5/1/2023 - 7/20/2023

Description	Qty	Unit Price	Notes	Year 1 Fees
Annual ArbiterPay Subscription Fee	1	$ -	(Through 6/30/2023 -- No charge)	$ -
Year 0 Total				$ -

Subscription Services (Year 1): 07/21/2023 - 07/20/2024

Description	Qty	Unit Price	Notes	Year 1 Fees
Annual Pay Unlimited Subscription	1	$ 10,489.00	This is for Nine schools in AUHSD	$ 10,489.00
Year 1 Total				$ 10,489.00

Subscription Services (Year 2): 07/21/2024 - 07/20/2025

Description	Qty	Unit Price	Notes	Year 2 Fees
Annual Pay Unlimited Subscription	1	$ 10,489.00	This is for Nine schools in AUHSD	$ 10,489.00
Year 2 Total				$ 10,489.00

Subscription Services (Year 3): 07/21/2025 - 07/20/2026

Description	Qty	Unit Price	Notes	Year 3 Fees
Annual Pay Unlimited Subscription	1	$ 10,489.00	This is for Nine schools in AUHSD	$ 10,489.00
Year 3 Total				$ 10,489.00

Subscription Services (Year 4): 07/21/2026 - 07/20/2027

Description	Qty	Unit Price	Notes	Year 4 Fees

Annual Pay Unlimited Subscription	1	$	10,489.00	This is for Nine schools in AUHSD	$ 10,489.00
Year 4 Total					$ 10,489.00

Subscription Services (Year 5): 07/21/2027 - 07/20/2028

Description	Qty	Unit Price	Notes	Year 5 Fees
Annual Pay Unlimited Subscription	1	$ 10,489.00	This is for Nine schools in AUHSD	$ 10,489.00
Year 5 Total				$ 10,489.00

Grand Total (does not include applicable taxes):	$ 52,445.00

Special Instructions

This is a Multi-Year License and will be invoiced as follows:

Year 1: $10,489.00 (plus any applicable fees) will be invoiced on License Renewal Date of 07/21/2023 with Payment Terms of Net 30 Days

Year 2: $10,489.00 (plus any applicable fees) will be invoiced on License Renewal Date of 07/21/2024 with Payment Terms of Net 30 Days

Year 3: $10,489.00 (plus any applicable fees) will be invoiced on License Renewal Date of 07/21/2025 with Payment Terms of Net 30 Days

Year 4: $10,489.00 (plus any applicable fees) will be invoiced on License Renewal Date of 07/21/2026 with Payment Terms of Net 30 Days

Year 5: $10,489.00 (plus any applicable fees) will be invoiced on License Renewal Date of 07/21/2027 with Payment Terms of Net 30 Days

Standard Conditions:

1. This Subscription Order Form is governed by ArbiterSports website's Terms and Conditions ("Terms and Conditions") See Exhibit A, if Customer is subscribing to ArbiterPay, by ArbiterSports' standard Payor Agreement for ArbiterPay Users (the "ArbiterPay Agreement") https://www.arbiterpay.com/s/Payor-Agreement-20210510.pdf (if applicable), each incorporated herein by reference.

2. In the event of any conflict or inconsistency between the Special Instructions or Standard Conditions of this Subscription Order Form and any provisions of the Terms and Conditions or the ArbiterPay Agreement, this Subscription Order Form shall govern and control.

3. Notwithstanding any provision of the Terms and Condition or the ArbiterPay Agreement, upon a material breach by ArbiterSports which is not cured within 30 days following receipt of written notice, Customer may terminate its subscription and receive the prorated amount paid by Customer for the applicable year.

4. The Terms and Conditions and the ArbiterPay Agreement (if applicable), together with this Subscription Order Form, represent the entire agreement between the parties and cannot be overridden by terms contained in any later received document unless the additional terms are accepted in writing by both parties.

5. All references to monetary values shall mean United States dollars and do not include any taxes that may apply.

Customer to Complete:

Is a Purchase Order required for ArbiterSports to receive payment for the Services in this Subscription Order Form?

Please fill in **YES** or **NO** here:

Acknowledgment and Acceptance of Terms

By signing this Subscription Order Form, the individual signing on behalf of Customer is committing and confirming that they are authorized by Customer to execute this Subscription Order Form and to purchase the Service listed above.

Accepted By (Legal Entity):	**Accepted By (Legal Entity):**
AUHSD	ArbiterSports, LLC
Signature:	**Signature:**
Print Name:	**Print Name:**
Dr. Jaron Fried	John Hopkins
Title:	**Title:**
Assistant Superintendent, Ed. Division	Chief Financial Officer (CFO)
Date:	**Date:**
7/21/23	6/15/2023

EXHIBIT R

QUOTE

Anaheim Union High School District
Attention: Accounts Payable
P.O. Box 3520
501 Crescent Way
ANAHEIM CALIFORNIA 92803-3250
UNITED STATES

Date
Jun 8, 2023

Expiry
Aug 7, 2023

Quote Number
ANAHEIMUHSD-3YEAR

5-Star Students
5210 E. Pima St.
Suite 200 K
Tucson, AZ 85712

Description	Quantity	Unit Price	Tax	Amount USD
5-Star Students Silver Package Renewal (Small School). 3 year program subscription, mobile apps, unlimited surveys and voting, SIS integration Ball Junior High Cambridge VA Gilbert HS Orangeview Junior High Polaris HS Walker Junior High	18.00	1,500.00	Tax Exempt	27,000.00
5-Star Students Silver Package Renewal (Medium School). 3 year program subscription, mobile apps, unlimited surveys and voting, SIS integration Brookhurst Junior High Dale Junior High Kennedy HS Katella HS Lexington Junior High Loara HS Magnolia HS Savanna HS South Junior High Sycamore Junior High Western HS	33.00	1,900.00	Tax Exempt	62,700.00
5-Star Students Silver Package Renewal (Large School). 3 year program subscription, mobile apps, unlimited surveys and voting, SIS integration Anaheim HS Cypress HS	6.00	2,300.00	Tax Exempt	13,800.00

Description	Quantity	Unit Price	Tax	Amount USD
5-Star Students Silver Package Renewal (Medium School). 3 year program subscription, mobile apps, unlimited surveys and voting, SIS integration Hope School Oxford Academy	6.00	0.00		0.00
2 district accounts: one for all students, one for all parents	6.00	1,250.00	None	7,500.00
District Discount (15%) Multi Year Discount (10%) Total Discount 25%	1.00	(27,750.00)	Tax Exempt	(27,750.00)
New subscription end date 7/31/26				
			Subtotal	83,250.00
			TOTAL USD	**83,250.00**

Terms

Please send purchase orders to billing@5starstudents.com or fax to 800-321-0931

DocuSign Envelope ID: 4EC1618E-B9C4-4704-852A-CCE9BC56ED0F

Hello Jose Lara,

Congratulations on your successful application on behalf of Gilbert High School for a Grant: Mazda 2023-25 FUSE Grant. We're eagerly looking forward to working with you to implement FUSE and to provide innovative and impactful experiences for your young people!

This grant includes the following:

- One first year site license for the FUSE Innovate package, which may support up to 35 students at a time and may be offered multiple periods per day (a $20,000 value).
- Challenge materials, including 2 Prusa i3 MK3S+ 3D printers.
- Website access for youth and facilitators.
- Facilitator training. Training will consist of a two-day workshop, to be held in-person or virtually, at the FUSE team's discretion.
- Year-round implementation support from the FUSE team.
- Renewal fee(s) for 1 additional year(s) ($6000 value). License expires 2025-06-30.
- Funds towards materials and new challenges to re-supply your Studio over the 2 years.

As a recipient of this grant we expect that you will:

- Provide support for your staff to attend FUSE trainings.
- Partner with FUSE to coordinate accurate delivery of all equipment.
- Accept charges for any expenses which arise from a failure to receive the FUSE materials during the specified delivery date and time range.
- Collect permission forms for all students under 13, to ensure COPPA compliance (More info available at: https://www.fusestudio.net/privacy).
- Complete a brief midyear report in the spring of each year of the grant, and a brief final report in the spring of the final year of the grant.
- Implement with integrity.
- Provide robust feedback to the FUSE team so that we can learn with you and improve the program.
- Have or apply for an Illinois Sales Tax Exemption (E) number.
- In the case where you do not have an active Illinois sales tax exemption number by the delivery date of the FUSE materials, pay applicable Illinois sales tax on those materials.
- Perform and do those other thing, and execute those other documents and agreements, as reasonably requested by FUSE, including related to compliance with laws, including the, Children's Online Privacy Protection Act, Protection of Pupil Rights Amendment, Family Educational Rights and Privacy Act, Illinois School Student Records Act, and other laws, including those related to data security, data privacy and minors.

If your organization agrees to these terms, please have an authorized representative sign this letter. We are excited to be able to support you and your students and look forward to a great partnership!

DocuSign Envelope ID: 4EC1618E-B9C4-4704-852A-CCE9BC56ED0F

Sincerely,

DocuSigned by:
Lizzie Perkins
6/22/2023

Lizzie Perkins
Program Director

I certify that Gilbert High School accepts the terms outlined in this letter.

X

Dr. Jaron Fried Date: 7/21/23

https://www.fusestudio.net/
info@fusestudio.net
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GROUNDSWELL | We shape tomorrow.

MEMORANDUM OF UNDERSTANDING

This document represents an agreement between, ***Anaheim Union High School District, 501 N. Crescent Way, Anaheim CA 92803 PO Box 3520*** and the Groundswell to work together in the 2023-2024 school year for purposes of establishing a comprehensive school culture and school climate program(s).

Groundswell agrees to provide services which can include but are not limited to: The BRIDGES Safe and Respectful Schools Program and the Restorative Schools Program for selected schools in the AUHSD.

The total cost for the above outlined program for the 2023-2024 academic year is $260,000.00, this fee is due March 15, 2024. At that time a portion of the work will be completed**. AUHSD understands that it and/or the individual schools where the program is implemented will also be responsible for any transportation, food or substitute teacher costs that the program may require.**

After the program fee has been paid to Groundswell, teachers at participating BRIDGES Program schools that have met their contractual responsibilities as "BRIDGES Site Coordinators," will be paid a sum of $1,000.00 or two $500.00 teacher stipends by Groundswell.

Signed _____, Title Assistant Superintendent,Ed. Division Date: 7/21/23

Signed April Van Ligten, Groundswell Consultant, Date 6/20/23.
April Van Ligten

GROUNDSWELL | We shape tomorrow.

MEMORANDUM OF UNDERSTANDING

SCOPE OF SERVICES

Scope of services for the BRIDGES Safe & Respectful Schools Program and the Restorative Schools Program are outlined in the proposal as an additional document titled "2023-2024 AUHSD Proposal".

BREAKDOWN OF COSTS

The BRIDGES Safe and Respectful Schools Program costs $10,000.00 per school site. For the 2023-2024 school year, the BRIDGES Program will be at the following sites: Cypress High School, Gilbert High School, Lexington Junior High School, Loara High School, South Junior High School, and Western High School.

The total cost for the 2023-2024 school year is $60,000.00.

The part-time Restorative Schools Program (2-3 days on site/week) costs $40,000 per school site. For the 2023-2024 school year, the Restorative Schools Program will be at the following sites: Ball Junior High School, Brookhurst Junior High School, Dale Junior High School, South Junior High School, Sycamore Junior High School.

The total cost for the 2023-2024 school year is $200,000.00.

GRAND TOTAL COST: $260,000.00

RAPTOR TECHNOLOGIES

PURCHASE AND SUBSCRIPTION SERVICES AGREEMENT
EFFECTIVE DATE: 6/14/2023
INITIAL TERM: 12 months

This Purchase and Subscription Services Agreement (the "Subscription Agreement") is made effective as of the Effective Date set forth above and is by and between Raptor Technologies, LLC, having offices at 2900 North Loop W, Suite 900, Houston, Texas 77092 ("Raptor"), and Anaheim Union High School District, having office at Po Box 3520, Anaheim, CA 92803 ("Customer"). This Subscription Agreement, the Terms (defined below), all invoices and all other exhibits, schedules and terms and conditions referenced by or in this Subscription Agreement and the Terms together constitute the "Agreement" and govern the relationship between the Parties with respect to any Raptor Services. Each of Raptor and Customer are referred to as a "Party" and collectively as the "Parties." In consideration of the mutual covenants and conditions set forth below, Raptor and Customer agree as follows:

"**Terms**" means the Raptor Technologies, LLC Purchase and Subscription Services Agreement Terms and Conditions in effect as of the time of execution of this Subscription Agreement, a copy of which can be found at https://raptortech.com/wp-content/uploads/2022/05/Raptor-Online-Terms-and-Conditions-Form-May-2022.pdf.

Access Grant to Raptor Services. Subject to Customer's compliance with the terms and conditions contained in this Agreement, Raptor grants to Customer a non-exclusive, non-transferable, non-sublicenseable, revocable right to allow Customer to access and use the Raptor Platform and Annual Subscription Services during the Term (as defined in Section 5.2 (Renewal Terms) of the Terms) as set forth in the attached quote.

Fees. Customer will pay to Raptor the fees which may include the Annual Software Access Fee and Annual Subscription Services Fees ("Annual Subscription Fees ") and one-time purchases of equipment, supplies and services as set forth in the attached Quote and on an invoice during the Term. For an annual subscription billing during the Term, the Annual Subscription Fee may be increased from the previous annual period by the higher of the change in the CPI Index for the preceding 12 months or five percent (5%).

Payment Terms. Fees are due and payable within 30 (thirty) days of Customer's receipt of the applicable invoice. All amounts payable by Customer to Raptor hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "Taxes"). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of Raptor. Customer will provide Raptor its state-issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional Taxes at any time, Customer and not Raptor will be solely responsible for payment of such additional Taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Customer will not withhold any Taxes from any amounts due Raptor. Should Customer be required under any applicable law or regulation, to withhold or deduct any portion of the payments due to Raptor hereunder, then the sum due to Raptor will be increased by the amount necessary to yield to Raptor an amount equal to the sum Raptor would have received had no withholdings or deductions been made.

Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the Terms, prior to the execution of this Subscription Agreement. Unless otherwise specified, capitalized terms in this Subscription Agreement have the same meaning as those in the Terms.

BY SIGNING BELOW, EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

RAPTOR TECHNOLOGIES, LLC

Signed: Don Schad

Name: Don Schad

Title: CFO

Date: 6/20/2023

Anaheim Union High School District

Signed:

Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Date: 6/14/23

RAPTOR TECHNOLOGIES

Quote #:	Q-71015-8
Date:	10/21/2022 3:43 PM
Expires On:	6/30/2023
Federal Tax ID #:	45-4914152

To:
Anaheim Union High School District
Po Box 3520
Anaheim, CA 92803
United States

From:
Tiffany Blume
tblume@raptortech.com

Subscription Term: 12 Months **Billing Frequency:** Annual

PRODUCT	DESCRIPTION	UNIT PRICE	UNIT DISC	QTY	TOTAL YEAR-1 PRICE
Raptor Volunteer Management	Raptor Volunteer Management Annual Software Access Fee (per site license). Renewal fee is due on the anniversary month of purchase.	USD 450.00	USD 9.00	20	USD 8,820.00
				SUBTOTAL:	USD 9,000.00
				DISCOUNT:	USD 180.00
				TOTAL:	USD 8,820.00

RECURRING COSTS IN THIS QUOTE: USD 8,820.00

Quote Notes:
NO AUTO RENEWALS
12 MONTH TERM ONLY
6/14/23 TO 6/14/24

This is an added feature (Premium Volunteer Management) to the current Visitor Management Solution being utilized. Will be combined and billed in one invoice.

ALL training and implementation fees waived per "existing client thank you" discount

You may sign electronically; or you may print, sign and scan all pages of the document and email to tblume@raptortech.com or fax to 713-880-2577.

Issuing a purchase order for payment? Please email to tblume@raptortech.com.

Remit check payments to: Dept. 141, P.O. Box 4458, Houston, TX 77210-4458.

For any other questions, email accounting@raptortech.com.

To order additional or replacement equipment and supplies with a credit card, visit http://www.shop.raptortech.com.

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 20th day of July, 2023, between the Anaheim Union High School District ("District") and __Leadership Inspirations_ ("Contractor") (each a party, collectively, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. **Term**. The term for services pursuant to this Agreement is from July 21, 2023 through August 30, 2023 .

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

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

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of Four Hundred Twenty-Five (Per person) Dollars ($ 425.00/per person) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

5. **Independent Contractor**. Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.

6. **Materials**. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

7. **Standard of Care**. Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.

8. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

9. **Indemnification**. To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

11. Compliance With Laws, Rules, and Regulations. Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. Employment With Another Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☒ No ☐ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been

convicted of a felony, as defined in Education Code section 45122.1.

17. **Assignment/Subcontract**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. **Termination**. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Dr. Jaron Fried
Copy: Carlos Hernandez
501 N. Crescent Way Anaheim, CA 92801
Phone: 714-999-3557
Email: hernandez_c@auhsd.us

Contractor
Leadership Inspirations
Attn: Jayne Nekota
Street Address: PO Box 696
City State Zip: Yorba Linda, CA 92885
Phone: 714-319-5784
Email: jayne@leadershipinspirations.com

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

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **Governing Law**. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

26. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

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

Anaheim Union High School District

Date: 7/21/23

By: _____

Print Name: Dr. Jaron Fried

Its: Assistant Superintendent, Ed. Division

Leadership Inspirations

Date: 5/24/2023

By: _____

Print Name: Jayne Nekota

Its: Director of Operations

EXHIBIT A

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

Contractor shall:

Provide a 3-day, 2-night overnight Leadership Academy for each school's Leadership (ASB) to learn, grow and network with the other high schools in the district. Our custom curriculum helps groups to learn about themselves and learn to work better together. This is our 16th Leadership Academy. A sample schedule for a day at Leadership Academy is as follows:

7:30am-8:30am: Breakfast (Dining Commons) 8:45am: School Session

11:30am-12:30pm: Lunch (Delivery)

12:45pm: School Session

3:45pm: Teambuilding Activity 5:00pm-6:45pm: Dinner (Dining Commons)

7:00pm: School Session

9:15pm: Dorm Social

10:00pm: Lights Out

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

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

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

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

CERTIFICATION BY CONTRACTOR

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

I, ___Jayne Nekota____, am the _____Director of Operations_____ of _____Leadership Inspirations___,
Name of Individual Title Name of Contractor

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

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.

2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of the following employees who will be performing services for the District:

Kim Hayashi, Kelly Ma, Kait Zeigler
Sean Barnett, Kelly Nunn, Siena Boser,
Meghan Harney, Morgan Vaughn
Zz Khan, Jimena Ramirez, Caroline DeStefano,
Gino Calavitta, Anna Silver, Emalia
Katelanis, Sabrina Amiri, Jason Hughes,
Isabel Barton, Shoshana Lehrer,
Hannah Chernin, Kylee Down, Clare Bastian,
Juan Echeverria, Joe Pazmany

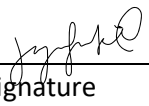
If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

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

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

Executed at __Brea___, California on ___5/24/23___.

Date



Signature

Jayne Nekota
Typed or Printed Name

Director of Operations
Title

Leadership Inspirations
Name of Contractor

PO Box 696, Yorba Linda, CA 92885
Address

714-319-5784
Telephone Number

SUBCONTRACT No. 2023-1957
BETWEEN
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AND
ANAHEIM UNION HIGH SCHOOL DISTRICT

Subcontract No. 2023-1957 ("Subcontract"), effective as of the date of last signature below, is entered between The Regents of the University of California, a corporation of the State of California, on behalf of its Irvine campus (herein after referred to as "University") and Anaheim Union High School District (hereinafter referred to as "Subcontractor," University and Subcontractor collectively, "Parties" and each individually, "Party") for the delivery of services identified as "Evidence and Continuous Improvement of the Career Preparedness Systems Framework (CPSF)," defined in Article 1A, STATEMENT OF WORK, and in accordance with the terms and conditions set forth herein.

This Subcontract is awarded under the authority of Prime Award No. 2022-316779 (hereinafter, "Prime Award") titled, "Evidence and Continuous Improvement of the Career Preparedness Systems Framework (CPSF)," issued by Silicon Valley Community Foundation (hereinafter, "Prime Award Sponsor" or "Prime Sponsor").

SUBCONTRACT SCHEDULE

ARTICLE 1
PERFORMANCE AND DELIVERY

A. STATEMENT OF WORK
The Statement of Work to be performed under this Subcontract is described in Exhibit A.

B. KEY PERSONNEL
The key personnel representing the University and the Subcontractor shall be as follows:

Principal Investigator for University: June Ahn
Key Investigator for Subcontractor: Amy Kwon

In the event a change in Key Investigator is necessary, the University will be notified within thirty (30) days after the Subcontractor reasonably knows the change is necessary.

C. PERIOD OF PERFORMANCE
The period of performance of this Subcontract shall be January 01, 2023 through December 31, 2023.

D. TOTAL ESTIMATED COST
It is estimated that the total cost to the University for performance of this Subcontract shall not exceed $133,333.

E. DELIVERY

All materials and services called for to perform the Statement of Work under this Subcontract shall be completed and delivered to the University on or before December 31, 2023 unless extended by prior written authorization.

ARTICLE 2
COST, PAYMENT AND BILLING

A. ALLOWABLE COSTS AND FEES

Allowable costs and fees eligible for reimbursement to the Subcontractor for performance of this Subcontract shall be determined in accordance with:

1. The budget, attached hereto and incorporated herein as Exhibit B.
2. The terms of this Subcontract.
3. The Prime Award attached hereto and incorporated herein as Exhibit C.

B. REBUDGETING

Funds may be rebudgeted between components without prior approval except where prior approval is specifically required by the applicable terms and conditions. Any restriction on rebudgeting listed elsewhere in this Subcontract, however, shall take precedence over the above indicated authorities and policies.

Rebudgeting requests which require Prime Award approval should be directed to the University's Principal Investigator for approval and then forwarded to the University's Office of Research Administration, Sponsored Projects Administration for administrative endorsement and transmittal to the Prime Sponsor for approval.

C. PAYMENT

Payment will be made by the University to the Subcontractor no more frequently than monthly for actual expenses incurred consistent with the provisions of Article 2A, upon presentation of the Subcontractor's invoice. The University shall not pay any invoice where total payments would result in a cumulative payment in excess of the limitations imposed by Article 1D or where rates used to determine costs vary from those (if shown) in Article 2A.

The University, at its option, may elect to pay any invoice in accordance with Article 2A if the invoice is at variance with the article or may return the invoice unpaid to the Subcontractor for correction and resubmittal.

All payments made are provisional, subject to Subcontractor’s reasonable efforts, post-audit, and adjustment.

D. BILLING

Invoices in a similar format to Exhibit F shall be submitted as follows:

1. No more frequently than monthly.

2. Referencing the Subcontract number and numerical sequence of the invoice.
3. Providing detail of expenditure in accordance with the budget categories listed including current and cumulative costs and certification. Please see Exhibit F for template invoice example.
4. Addressed to: University of California, Irvine
   School of Education
   3200 Education
   Irvine, CA 92697-4482
   Email: evilain@uci.edu
   Attn: Kyoko Shimizu
   Fund No. 49812

The final invoice, signed, certified and clearly marked FINAL, must be received within forty-five (45) days after the Subcontract end date. The University's final payment to Subcontractor is conditional upon receipt and acceptance of all required deliverables.

ARTICLE 3
PATENT RIGHTS

Subcontractor agrees that if patentable discoveries or inventions are made and/or conceived or for the first time actually reduced to practice by the Subcontractor or its employees under the terms of this Subcontract, Subcontractor shall promptly furnish University with complete information thereon. Disposition of all subject inventions will be made in accordance with the provision of the Prime Award. Inventorship shall be determined in accordance with U.S. Patent Law.

ARTICLE 4
PUBLICATIONS, COPYRIGHTS AND RIGHTS TO DATA

Subcontractor shall be free to publish the results of the research conducted under this Subcontract. Subcontractor shall furnish the University with a copy of a proposed publication directly arising out of this Subcontract for review prior to submission for publication. Subcontractor will notify University regarding all publications submitted or published as part of the annual report. Decisions about authorship on all publications resulting from work under the Prime Award and this Subcontract shall be made by University's Principal Investigator and Subcontractor's Key Investigator, prior to any such publication. Electronic reprint of publications resulting from work performed in whole or in part under this Subcontract shall be submitted to University's Principal Investigator.

Except as otherwise provided in the conditions of the Prime Award, when publications or similar materials are developed from work supported in whole or in part by this Subcontract, the author is free to arrange for copyright without approval. A copy of such material shall be provided to University.

University and Subcontractor shall have the right to publish, disclose, disseminate and use for non-commercial research and academic purposes, in whole or in part, any data and information received or developed under this Subcontract.

ARTICLE 5
ADVERTISING AND PUBLICITY

Neither the Subcontractor nor the University will use the name of the other, either expressly or by implication, in any news, publicity release, or other fashion without the express written approval of the other Party of this Subcontract.

ARTICLE 6
ACKNOWLEDGMENT

An acknowledgment of University and Prime Award support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this Subcontract, in the following terms:

> This project has been made possible in part by a grant from The Chan Zuckerberg Initiative DAF, an advised fund of Silicon Valley Community Foundation under Prime Award no. 2022-316779 and The Regents of the University of California.

All materials except scientific articles or papers published in scientific journals must also contain the following:

> Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of Silicon Valley Community Foundation or The Regents of the University of California.

ARTICLE 7
ACCEPTANCE AND REPORTS

A. INSPECTION AND ACCEPTANCE
All work performed under this Subcontract is subject to inspection and acceptance by the University or its authorized representative. For the avoidance of any doubt, "acceptance" as used throughout this Subcontract shall be based upon Subcontractor's good faith effort to perform the STATEMENT OF WORK and shall not be dependent on University's agreement with Subcontractor's findings, conclusions, or opinions.

B. TECHNICAL REPORTS AND DOCUMENTS
Technical progress reports are due on an annual basis on:

September 30, 2023
September 30, 2024
October 15, 2025 (Final Report)

Any reports required by this Subcontract shall be due within thirty (30) days of the date of formal request.

Inspection and acceptance for all reports and documents called for under this Subcontract shall be at the following address:

University of California, Irvine
School of Education
3000A Education
Irvine, CA 92697
Email: june.ahn@uci.edu
Attn: Professor Ahn

C. CLOSE-OUT
Subcontractor shall submit Patent Statement and Equipment Report (Exhibit D) no later than sixty (60) days after termination of this Subcontract to the billing address in order to fulfill the reporting requirements of the Prime Award.

ARTICLE 8
SPECIAL PROVISIONS

A. AUDIT
Access to Financial Records: During the term of the Subcontract and one year thereafter, Subcontractor shall make its books and records pertaining to the Subcontract funds available to University at reasonable times for review and audit, and shall comply with all reasonable requests of University for information regarding use of Subcontract funds. Financial records, supporting documents, and all other records pertinent to this Subcontract shall be retained for a period of four (4) years from the date of termination of this Subcontract. Records that are the subject matter of audits, appeals, litigation, or the settlement of claims arising out of the performance of this Subcontract shall be retained until such audits, appeals, litigation, or claims have been resolved. Unless court actions or audit proceedings have been initiated, Subcontractor may substitute copies made by microfilming, photocopying or similar methods for the original records.

Subcontracts over $10,000: University, Prime Award Sponsor, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, paper and records of Subcontractor which are directly pertinent to this Subcontract for the purpose of making audits, examinations, excerpts and transcriptions.

B. ASSIGNMENT
This Subcontract may not be assigned in whole or in part without the prior written consent of the University.

C. TERMINATION

This Subcontract may be terminated by either Party upon thirty (30) days written notice to the other Party, except that the termination of the Prime Award concurrently terminates this Subcontract with the same date. The University shall reimburse the Subcontractor for any non-cancellable obligations incurred prior to the notice of termination, subject to Prime Sponsor's approval.

If University determines, in its sole discretion, that Subcontractor has substantially violated or failed to carry out any provision of this Subcontract, including but not limited to failure to submit reports when due, University may, in addition to any other legal remedies it may have, refuse to make any further payments to Subcontractor under this Subcontract, and University may also avail itself of any other remedies available by law.

D. TITLE TO EQUIPMENT

Title to equipment (initial cost of $5000 or more and an expected service life of two (2) years or more) purchased by the Subcontractor pursuant to the terms of this Subcontract shall vest in the Subcontractor provided Prime Sponsor has not reserved the right to take or transfer title.

E. INDEMNIFICATION

To the extent allowed by law, Subcontractor shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Subcontract 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 Subcontractor, its officers, agents or employees.

To the extent allowed by law, University shall defend, indemnify and hold Subcontractor, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Subcontract 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 University, its officers, agents or employees.

F. PRIME AWARD

All applicable provisions contained in Prime Award No. 2022-316779 from Silicon Valley Community Foundation shall be binding upon the Subcontractor, and the Subcontractor hereby agrees to comply with same. A copy of the Prime Award is attached to this Subcontract as Exhibit C.

G. CERTIFICATIONS

1. Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

   (a) The prospective lower tier participant certifies, by execution of this subcontract, that neither it nor its principals is presently debarred, suspended, proposed for debarment,

declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

2. Restriction on Lobbying (in all subcontracts over $100,000 under federal grants, contract, and cooperative agreements).

   Subcontractor in executing this Subcontract is certifying that as of December 23, 1989, it neither has used nor will use any appropriated federal funds to lobby for or otherwise influence the awarding or amending of this Subcontract, and that it will disclose the use of any non-federal funds used for these purposes.

ARTICLE 9
ASSURANCES

The Subcontractor agrees to conduct all effort required in performance of this Subcontract in compliance with the following:

A. Civil Rights/Nondiscrimination: Subcontractor must comply with applicable provisions of Title VI of the Civil Rights Act of 1964, as amended; Executive Orders ll246 and 11375; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended.

B. Use of U.S.-Flag Carriers: If foreign air travel is authorized under this Subcontract, U.S.-flag air carriers service shall be used to the extent such service is available, as specified in prime award. The substance of this clause shall be inserted in all subcontracts at any tier under this Subcontract.

C. Use of Human Subjects: No Subcontractor research using human subjects is planned or authorized under this Subcontract.

D. Use of Laboratory Animals: RESERVED

E. Scientific Fraud (Misconduct) Assurance: The Subcontractor hereby gives assurance that an administrative review process has been established regarding procedures for dealing with and reporting possible misconduct in science and reporting requirements of the published scientific misconduct regulations will be followed.

G. Prohibit Uses

Subcontractor shall not use or permit any independent contractor to use any portion of the funds granted:

a. in a manner inconsistent with the terms of this Subcontract or Internal Revenue Code ("IRC") Section 501 (c)(3), including:

   i. Influencing the outcome of any specific candidate election for public office, including, without limitation, travel expenses, direct costs, or compensation-related expenses incurred in connection with raising funds for any candidate campaign; or

   ii. Inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with IRC Section 501(c)(3).

b. in any attempt to influence legislation within the meaning of IRC Section 501 (c)(3).

ARTICLE 10
NOTICE AND CONTACTS

A. Notices shall be directed to the appropriate individual(s) noted below.

UNIVERSITY CONTACTS

Principal Investigator
Name: June Ahn
Address: 3000A Education
Irvine, CA 92697
Telephone: 949-824-6428
Email: june.ahn@uci.edu

Authorized Official
Name: Wanda Seang
Address: UCI, Office of Research
160 Aldrich Hall
Irvine, CA 9269-7600
Telephone: 949-824-0446
Email: wandas@uci.edu

Financial Contact
Name: Kyoko Shimizu
Address: 3200 Education
Irvine, CA 92697
Telephone: 949-824-7250
Email: kmshimiz@uci.edu

SUBCONTRACTOR CONTACTS

Key Investigator
Name: Amy Kwon
Address: 501 N. Crescent Way
Anaheim, CA 92801
Email: kwon_a@auhsd.us

Authorized Official
Name: Michael Matsuda
Address: 501 N. Crescent Way
Anaheim, CA 92801
Email: Matsuda_m@auhsd.edu

Financial Contact
Name: Karen Orr
Address: 501 N. Crescent Way
Anaheim, CA 92801
Email: orr_k@auhsd.us

B. Whenever any notice is to be given hereunder, it shall be in writing and shall be deemed received, if delivered by courier on a business day, on the day delivered, or on the second business day following mailing, if sent by first-class certified or registered mail, postage prepaid.

ARTICLE 11
CONTENTS AND ORDER OF PRECEDENCE

Attached to this subcontract are the following exhibits:

EXHIBIT A - Statement of Work
EXHIBIT B - Cost Estimate
EXHIBIT C - Prime Award No. 2022-316779
EXHIBIT D - Patent Statement and Equipment Report
EXHIBIT E - RESERVED
EXHIBIT F – Sample Invoice Form

Insofar as these instruments apply to this subcontract together with the instruments previously enumerated and those listed below, they constitute the entire agreement and understanding between the University and Subcontractor. In the event of an inconsistency in this Subcontract, the inconsistency shall be resolved by giving precedence in the following order.

l. Subcontract
2. Prime Award No. 2022-316779

ARTICLE 12
GOVERNING LAW

This Subcontract shall be governed by the laws of the State of California without regard to its conflicts of law principles.

ARTICLE 13
ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Subcontract contains the full and complete agreement between the two Parties. All modifications must be in writing and signed by the University's Institutional Official and the Subcontractor's Contracting Officer. No verbal agreements or conversations with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Subcontract.

APPROVED AND AGREED:

The Regents of the University of California Subcontractor:

By:	By:
Name: Wanda Seang	Name: Dr. Jaron Fried
Title: Ancillary Agreements Officer	Title: Assistant Superintendent, Ed. Division
Date:	Date: 7/21/23

EXHIBIT A

Scope of Work Statement

AUHSD is responsible for the following:

- Sharing and articulating practices and structures around implementation of the Capstone at all school sites.
- Sharing and articulating practices and structures around implementation of Exclusive Pathway Models at each if the high school feeder patterns.
- Co-constructing with UCI practices on how to engage the community and families to refine current practices.
- Co-constructing with UCI surveys and opportunities to gather evidence and data.
- Find and provide opportunities to observe and/or gather testimonials to provide narratives/context to data gathered.
- Expand, extend, and manage opportunities for parents and students to gain work based experiences from AUHSD's current robust offerings including but not limited to: opportunities to complete Google Certificates, Internships from AUHSD's 90+ partners, and mentoring series.
- Expand, extend, and manage opportunities for parents and students to pursue passions and take informed action including but not limited to: becoming a promotores, working on AUHSD's urban farm, lead campaigns around topics such as food deserts.

Chan Zuckerberg Initiative

Key
Input required
Calculation, no input required
Out of scope, no input required

P

ORGANIZATION OPERATING BUDGET

	Previous Fiscal Year (actual)	Current Fiscal Year	Subsequent Fiscal Year	Subsequent Fiscal Year
	20XX-20XX	20XX-20XX	20XX-20XX	20XX-20XX
Annual Revenue	$ -	$ -	$ -	$ -
Annual Expense	$ -	$ -	$ -	$ -
Net Income	$ -	$ -	$ -	$ -
Earned Reveue	$ -	$ -	$ -	$ -
Philantropic Reveune	$ -	$ -	$ -	$ -
	0%	0%	0%	0%

PROJECT BUDGET

Project - Staffing & Benefits

The Staffing & Benefits expense category will capture all salary & benefit costs associated with in-house personnel who will work, either part-time or full-time, on the proposed Program/Project for the duration of the proposed CZI grant. When entering staffing information, each line should represent a unique role on the team. Multiple individuals can be grouped into one line iterm if the scope and purpose of their role is equivalent.

To simplify, we are requesting only the total cost for staffing each role.

Please separate exisiting positions from new proposed positions whom you have not yet hired.

Existing Positions	Purpose & Scope of Role	2022-2023	2023-2024	2024-2025	Total Project Budget	Total Request from CZI
Teacher release period to support districtwide Capstone Implementation	Implement and share out best practices to other teachers. Be an instructional coach and resource to site teams as they implement the Capstone.					
Teacher release period to support district Youth Voice and Purpose development	Implement and share out best practices to other teachers. Be an instructional coach and resource to site teams as they develop opportunities for Youth Voice and Purpose in the classroom.					
Identify full time teachers as site leads to collorate with the release teachers.	Compenstate teachers who will be identified as CZI leads to collaobrate with other teacher leaders across the district on Capstone and developing Youth Voice and Purpose					
		$ 62,000	$ 62,000	$ 62,000	$ 186,000	

New Positions	Purpose & Scope of Role	2022-2023	2023-2024	2024-2025	Total Project Budget	Total Request from CZI
					$ -	$ -

Project - Professional Services

The Professional Services category include the fees and contract costs paid to external individual and/or professional services companies that will be contributing to and working on the Program / Project. This category should not include any costs associated with current employees.

Name of Company / Consultant	Purpose & Scope of Work	2022-2023	2023-2024	2024-2025	Total Project Budget	Total Request from CZI
			$ -	$ -	$ -	

Project - Sub-Granting & Sub-

Sub-Grants & Sub-Awards are contracts or grants that the primary grantee has negotiated (or will negotiate) with other organizations who contribute to the completion of this Program/Project. The primary grantee is responsible for negotiating the sub-award budget, overseeing the work of the sub-awardee, disbursing funds in accordance with the sub-award agreement and ensuring all applicable policies are met. Please enter each sub-award as a separate line item with the expected disbursement for each period broken out.

To avoid rework or follow-up, please be as decriptive as possible about the purpose and scope of activities of how the funds will be used by the sub-awardee.

Organization	Purpose & Scope of Grant/Contract	2022-2023	2023-2024	2024-2025	Total Project Budget	Total Request from CZI
		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -
	TOTAL SUB-GRANTS & SUB-AWARDS	$ -	$ -	$ -	$ -	$ -

Project - Other Direct Costs

This category typically includes supplies and equipment with a unit cost generally under $5,000 USD. Direct costs are expenses that can be assigned to the Program/Project with a high degree of accuracy, but do not fit in any of the other cost categories. When completing this section, please be as specific and as descriptive as possible to avoid rework or follow-up.

Organization	Purpose & Description of Item	2022-2023	2023-2024	2024-2025	Total Project Budget	Total Request from CZI
Scholarships dedicated to parents for Civic Engagement and Work Based Learning Experiences	Create and expand scholarship opportunities to more families, including undocumented families, modeled after AUHSD's Anaheim Innovative Mentoring Experience (AIME) and Work Based Learning. Parents apply to be part of this program to intern with one of AUHSD's 100+ business and nonprofit partners. Parents must commit to 90-120 hours and there are two types of compensation: 1.) A recipient earns a scholarship of $599 2.) A recipient is compensated at the rate of $25/hour. We project approximately 40 Parent Promotores scholarships to be given each year.					
Scholarships dedicated to students for Civic Engagement and Work Based Learning Experiences	Create and expand scholarship opportunities to more students, including undocumented students, modeled after AUHSD's Anaheim Innovative Mentoring Experience (AIME) and Work Based Learning. Parents apply to be part of this program to intern with one of AUHSD's 100+ business and nonprofit partners. Parents must commit to 90-120 hours and there are two types of compensation: 1.) A recipient earns a scholarship of $599 2.) A recipient is compensated at the rate of $18/hour. We project approximately 40 Student Student Intern scholarships and 70 AIME Scholarships to be given each year.					
Conferences and Travel	Support staff being trained in Project Soapbox.					
		$ 71,333	$ 71,333	$ 71,334	$ 214,000	

Project - Indirect / Overhead

Indirect costs are costs that cannot be identified specifically with the Program / Project but are incurred in support of the organization's overall mission and operations. Please consider the following costs when calulating the Indirect / Overhead cost rate:

- All administrative, finance, HR, and technology staff expense
- All organization-wide administrative contracts, such as accounting, audit, IT, support, security, etc.
- All rent, telephone, utilities or internet connectivity expenses
- All accounting, auditing, insurance or office equipment usage expenses
- All allocations and/or percentages of expenses

The amounts you enter should represent the Indirect Costs over and above the costs incurred by the Program/Project. The template will automatically calculate the rate (percentage) based on the budget details. For this Program/Project, Indirect Costs requested by CZI should not exceed 15% of the total grant request.

	Description of Costs	2022-2023	2023-2024	2024-2025	Total Project Budget	Total Request from CZI
Indirect Program/Project Costs	0	$ -	$ -	$ -	$ -	$ -
	% of Eligible Project Expenses (not to exceed 15%)	0%	0%	0%	0%	0%

S

Budget Cost Category	2022-2023	2023-2024	2024-2025	Total Project Budget	Total Request from CZI
Staffing & Benefits - Exisiting roles	$ 62,000	$ 62,000	$ 62,000	$ 186,000	
Staffing & Benefits - New roles				$ -	
Professional Services		$ -	$ -	$ -	
Sub-Granting & Sub-Awards	$ -	$ -	$ -	$ -	
Other Direct Costs	$ 71,333	$ 71,333	$ 71,334	$ 214,000	
Indirect / Overhead Costs	$ -	$ -	$ -	$ -	
Total Program / Project Costs	$ 133,333	$ 133,333	$ 133,334	$ 400,000	$ -
Indirect / Overhead Costs as % of	0%	0%	0%	0%	0%

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EXHIBIT C

Chan Zuckerberg Initiative DAF

February 6, 2023

Regents of the University of California at Irvine
120 Theory Ste 200 Irvine, CA 92617
Irvine, CA 92617

Dear Friends:

Congratulations, Regents of the University of California at Irvine has been accepted to receive a grant of $1,100,000.00 from Chan Zuckerberg Initiative DAF, an advised fund of Silicon Valley Community Foundation.

This grant is to support Orange County Education Advancement Network (OCEAN) in creating district and research partnerships to implement equity-centered whole child practices.

Please sign, date, and return the attached grant agreement to the attention of the person at the address listed on the grant agreement as soon as possible. Once we receive the signed agreement, we will forward the payment to you.

On behalf of Chan Zuckerberg Initiative DAF and Silicon Valley Community Foundation, we appreciate the work of your organization and are pleased to support your efforts.

Sincerely,

Nicole Taylor
President and Chief Executive Officer

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Silicon Valley Community Foundation
Grant Agreement

Grant Number: 2022-316779 **Amount:** $1,100,000.00 **Date:** February 6, 2023

Grantee Name:	Regents of the University of California at Irvine ("Grantee")
Grantee Contact:	June Ahn Associate Professor 120 Theory Ste 200 Irvine, CA 92617 Irvine, CA 92617 Email: junea@uci.edu
Foundation Contact:	Silicon Valley Community Foundation 2440 West El Camino Real, Suite 300 Mountain View, CA 94040 Phone: 650.450.5400 Email: SVCFTeam@siliconvalleycf.org
Grant Purpose:	This grant is to support Orange County Education Advancement Network (OCEAN) in creating district and research partnerships to implement equity-centered whole child practices.
Grant Period:	October 1, 2022 to October 31, 2025
Projected Project Outcomes:	Develop and sustain a partnership with Anaheim UHSD to study the impact of their Career Preparedness Systems Framework to foster student voice and career skills. Generate evidence aligned to ESSA Tier 3 that demonstrates the impact of CPSF practice on whole child and academic indicators.

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EXHIBIT C

Payment Schedule:
SVCF will fund this grant to Grantee in installments. The first disbursement of $500,000 will be made upon receipt and approval of the signed grant agreement (the "Agreement"). The second disbursement of $300,000 will be made upon receipt and approval of the second interim report. The third disbursement of $300,000 will be made upon receipt and approval of the final report.

Paid December 13, 2022	$500,000.00
November 15, 2023	$300,000.00
November 15, 2024	$300,000.00

Role of Chan Zuckerberg Initiative:
The Chan Zuckerberg Initiative ("CZI") and the Grantee acknowledge that CZI has not in the past pledged, and in this Grant Agreement is not making a pledge or any contractually binding obligation, to provide funding to the Grantee. CZI shall submit grant recommendations from the Chan Zuckerberg Initiative DAF to the sponsoring organization, Silicon Valley Community Foundation ("SVCF"), and the sole authority for implementing those grant recommendations will be with SVCF. SVCF will provide all guidance regarding the administration of this grant and any administrative grant related questions should be directed to SVCF.

Reporting Requirements:
Silicon Valley Community Foundation (SVCF) requires progress reports at specified dates. *Please note that, if a grantee has failed to submit a required report, remaining grant disbursements may not be made and future grant requests will not be considered.* Please submit the following reports using the templates enclosed:

Interim Report 1 Due:	October 31, 2023
Interim Report 2 Due:	October 31, 2024
Final Report Due:	November 15, 2025

Additional Reports:
From time to time, SVCF evaluates its grantmaking programs by requesting further information and follow-up from Grantees after the expiration of the Grant Period. Grantee agrees to provide such further information and follow-up as reasonably requested from time to time.

Use of Funds:
By signing below, Grantee acknowledges that this Agreement is a contract with SVCF for the purposes stated in this Agreement. Please inform SVCF if there are changes in agency personnel who are important to the administration of the grant, or if the grant funds cannot be expended for the purpose or in the Grant Period described above. Grantee may not use the funds in any way other than as described above unless Grantee receives written permission from SVCF. Grantee shall repay to SVCF any portion of the amount granted that is not used for the purpose of this grant. If funds remain at the end of the Grant period, Grantee must contact Silicon Valley Community Foundation at svcfteam@siliconvalleycf.org prior to returning any funds not used for the purposes specified in this grant agreement.

Grantee Discretion:
Once granted to Grantee by SVCF, the grant funds are the property of the Grantee, who has discretion and control over the use and investment of such funds. Thus, any use of grant funds by Grantee constitutes a decision of Grantee that is wholly independent of SVCF.

Hold Harmless:
Each party shall agree, to the fullest extent permitted by law, to hold harmless SVCF, its officers, directors, trustees, employees, and agents from and against any and all claims, liabilities, losses and expenses arising solely and directly, as result of such party's negligent acts or omissions with respect to the application of funds furnished pursuant to the Grant, the program or project financed by the Grant. This paragraph shall survive the termination of this Grant Agreement.

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Recordkeeping:
Grantee shall keep adequate records to substantiate the charitable purposes of its expenditures from the grant funds. Grantee shall make its books and records pertaining to the grant funds available to SVCF at reasonable times for review and audit, and shall comply with all reasonable requests of SVCF for information and interviews regarding use of grant funds. Grantee shall keep copies of all books and records related to this grant and all reports to SVCF for at least four years after Grantee has expended the last of the grant funds.

Prohibited Uses:
Grantee shall not use or permit any subgrantee or independent contractor to use any portion of the funds granted:

a. in a manner inconsistent with Internal Revenue Code ("IRC") Section 501(c)(3), including:

   i. Influencing the outcome of any specific candidate election for public office, including, without limitation, travel expenses, direct costs, or compensation-related expenses incurred in connection with raising funds for any candidate campaign; or

   ii. Inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with IRC Section 501(c)(3).

b. in any attempt to influence legislation within the meaning of IRC Section 501(c)(3).

No Pledge:
Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by SVCF or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other project. The grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between SVCF and Grantee or any other entity.

No Agency:
Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds and the manner in which such products may be disseminated. This Agreement shall not create any agency relationship, partnership or joint venture between the parties, and Grantee shall make no such representation to anyone.

Remedies:
If SVCF determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, SVCF may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and SVCF may demand the return of all or part of the unexpended grant funds, which Grantee shall immediately repay to SVCF. SVCF may also avail itself of any other remedies available by law.

Further Acknowledgments of Grantee:
Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the IRC. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the IRC, Grantee will promptly contact SVCF or knowledgeable legal counsel.

Entire Agreement:
This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.

DocuSign Envelope ID: B4BD52F2-EFB9-43A6-90F6-6B1D316DDB5C

Governing Law:
This Agreement shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State

Recognition and Media:
No external communications about the Grant shall be made without obtaining SVCF's prior written approval, in consultation with CZI.

Acknowledgement of Grant Support:
If you choose to acknowledge SVCF's support of your program in publications such as newsletters, program activity announcements and in all media coverage, we suggest you use the following wording: "This project has been made possible in part by a grant from The Chan Zuckerberg Initiative DAF, an advised fund of Silicon Valley Community Foundation."

Accepted on behalf of Regents of the University of California at Irvine by:

DocuSigned by:
Christopher Abernethy
858E13E43B1547B...

Signature
(Must be signed by authorized signer or representative)

Christopher Abernethy
Printed or Typed Name

Industry Contract Officer
Title

4/20/2023
Date

DocuSign Envelope ID: B4BD52F2-EFB9-43A6-90F6-6B1D316DDB5C

Silicon Valley Community Foundation
Interim Report Guidelines

Silicon Valley Community Foundation requires that **Regents of the University of California at Irvine** (Grantee) submit interim reports on the progress of the project funded by SVCF. The following questions are intended to help Grantee capture its experience – experience that can inform Grantee's work and SVCF's grantmaking. Please be candid, reflective, and succinct. SVCF is equally interested in hearing about successes and challenges.

Grantee's interim reports are due on October 31, 2023 and October 31, 2024, and should include the following:

Cover sheet—Please provide basic details on your grant including:

- Organization name
- Grant title
- Grant amount
- Grant period
- Date of report
- Contact name, email and phone #
- Grant purpose
- Project goals and milestones

I. Project Update: 2-4 pages maximum

- Please comment on the project's progress in the previous period, including achievement of target milestones and indicators of impact, as well as project strengths and potential areas for growth. (In responding to this question, please refer back to the project goals and milestones outlined in the grant agreement.)

- Additionally, please share any context that would be helpful for understanding the project's progress. Has the project experienced any unexpected changes that have facilitated or impeded work? Do you foresee any future changes that might significantly impact the project's success?

- If conditions have changed such that a revision in the terms of your grant agreement may be needed, please outline the requested revisions and explain the rationale for each.

II. Cash Flow Update: 1 page maximum

- Please offer an update on the project's spending in the previous period. If either past or projected spending differs significantly (>10%) from the original budget, please share an analysis and explanation of the changes.

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Please return reports through SVCF's and CZI's online grantee portal. The link will be sent to you before your report is due or you may access it online at:

https://chanzuckerberg.force.com/CZISVCFCommunity

Once you have logged in, submit your report by navigating to the Reporting Requirement tab in the navigation bar on the top of the page. Due dates are listed on each row. When you are ready to upload and submit your materials, click on the appropriate row and attach and submit your report to your record. You will receive confirmation upon successful submission. For additional guidance, please refer to the instructions that were sent to you in your report reminder email.

If you cannot remember your account log-in, or if you, as an individual, have not created a log-in previously (although you know your organization has used the portal previously), please contact grants@chanzuckerberg.com.

If you have any questions about completing this report, please do not hesitate to contact community foundation staff at svcfteam@siliconvalleycf.org or 650.450.5400.

DocuSign Envelope ID: B4BD52F2-EFB9-43A6-90F6-6B1D316DDB5C

Silicon Valley Community Foundation
Final Report Guidelines

Silicon Valley Community Foundation requires that **Regents of the University of California at Irvine** (Grantee) submit a final report on the impact of the project funded by SVCF. The following questions are intended to help Grantee capture its experience – experience that can inform Grantee's work and SVCF's grantmaking. Please be candid, reflective, and succinct. SVCF is equally interested in hearing about successes and challenges.

Grantee's final report is due on November 15, 2025 and should include the following.

Cover sheet—Please provide basic details on your grant including:

- Organization name
- Grant title
- Grant amount
- Grant period
- Date of report
- Contact name, email and phone #
- Grant purpose
- Project goals and milestones

I. Project Outcomes: 4 pages maximum

- Please comment on the project's success. How well did the project meet its goals? What impact has the project had so far, and does it appear to be on track to have impact in the future? Were there any unexpected outcomes, positive or otherwise? (In responding to this question, please refer back to the project goals and milestones outlined in the grant agreement.)

- Additionally, please share any context that would be helpful for understanding the project's success. Did the project experience any unexpected changes that facilitated or impeded work?

- If conditions have changed such that a revision in the terms of your grant agreement may be needed, please outline the requested revisions and explain the rationale for each.

II. Lessons Learned and Next Steps: 1 page maximum

- What is the future of the project funded by this grant?

- What lessons were learned in the course of this grant? If you were to administer a future grant for a similar project, how might it be structured differently?

III. Financial Information

- Please offer an update on the project's spending in the previous period. If either past or projected spending differs significantly (>10%) from the original budget, please share an analysis and explanation of the changes.

DocuSign Envelope ID: B4BD52F2-EFB9-43A6-90F6-6B1D316DDB5C

Please return reports through SVCF's and CZI's online grantee portal. The link will be sent to you before your report is due or you may access it online at:

https://chanzuckerberg.force.com/CZISVCFCommunity

Once you have logged in, submit your report by navigating to the Reporting Requirement tab in the navigation bar on the top of the page. Due dates are listed on each row. When you are ready to upload and submit your materials, click on the appropriate row and attach and submit your report to your record. You will receive confirmation upon successful submission. For additional guidance, please refer to the instructions that were sent to you in your report reminder email.

If you cannot remember your account log-in, or if you, as an individual, have not created a log-in previously (although you know your organization has used the portal previously), please contact grants@chanzuckerberg.com.

If you have any questions about completing this report, please do not hesitate to contact community foundation staff at svcfteam@siliconvalleycf.org or 650.450.5400.

EXHIBIT D

UNIVERSITY OF CALIFORNIA, IRVINE
OFFICE OF RESEARCH ADMINISTRATION

Subaward No.: _____

Reporting Period: _____

Principal Investigator: _____

INVENTION STATEMENT

Invention was _____ was not _____ conceived or first actually reduced to practice in the performance of work during the subaward reporting period.

EQUIPMENT REPORT

Equipment was _____ was not _____ purchased during the subaward reporting period.

If equipment was purchased during the subaward period, please provide the following information.

Description of the equipment item
Manufacturer, model number, and serial number
Cost charged to the subaward
Acquisition date

_____ _____
Signature of Principal Investigator Date

_____ _____
Signature of Authorizing Official Date

EXHIBIT F
SAMPLE INVOICE

Date:
Total Award Amount:
Voucher Number:

Subcontractor:
Remittance Address:

Subcontract No. _____
Contractor The Regents of the University of California
Contractor's Fund Number _____
Period of Claim _____

Remittance Information:

Federal Tax I.D. _____
Accounts Receivable Contact _____
Telephone # _____

Major Cost Elements	**Current Period**	**Cumulative to Date**
Salaries and Wages		
Supplies and Expenses		
Equipment/Facilities		
Travel		
Employee Benefits		
Other		
Total Cost		
Previously Claimed		
Current Claim		

Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and that all expenditures, disbursements and cash receipts are for the puposes and objectives set forth in the terms and condition of the award. I am aware that any false, ficticious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

_____ _____
Subrecipient Official Authorized Date

_____ _____
UCI Principal Investigator Signature of Approval Date

EXHIBIT X

NETSYNC
2500 West Loop South, Ste. 410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

AAAQ390896-05

Quote #:	AAAQ390896-05
Date:	06/14/2023
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Anaheim Union HSD greenwood@auhsd.us 714-999-3765, 64003	Meray Doughly MDoughly@netsync.com	Garrett Curran

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
1.0	NETSYNC-CLOUD	Monthly AWS S3 for Veeam (43TB with API Calls)	12	1,238.18	14,858.16

Notes: 220049011-146529-01

AWS S3 for Veeam Estimate

AWS CMAS (CA) | CMAS 3-20-70-3677C | State of California via JHC Technology #GS-35F-135BA

Total	14,858.16
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	**14,858.16**

EXHIBIT Y

NETSYNC
2500 West Loop South, Ste. 410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

AAAQ394790-04

Quote #:	AAAQ394790-04
Date:	06/14/2023
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Anaheim Union HSD greenwood@auhsd.us 714-999-3765, 64003	Meray Doughly MDoughly@netsync.com	Garrett Curran

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
Main Site				Sub Total	4,148.00
	Labor				
1.0	NET-PRO-SRVC	Installation & Deployment per SoW. | CLD: AWS	4	1,037.00	4,148.00

Notes: 220049011-146529-03

AWS Veeam Integration Services - Updated

CMAS - Netsync Services (CA) | CMAS 3-21-08-1007 | State of California via Netsync Network Solutions, Inc. #47QTCA19D00KL

Total	4,148.00
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	**4,148.00**

Softchoice Corporation
314 W Superior St #400
Chicago, IL 60654

Sales/Order desk
Phone: (800) 268-7638
Fax: (800) 268-7639

Quote	Q-1514554
Date	13-Jun-2023

EXHIBIT Z

Quote

Ship To :
Erik Greenwood
Anaheim Union High School Dist
501 N CRESCENT WAY
ANAHEIM, CA 92801-5401

Quote Prepared For	Erik Greenwood Anaheim Union High School Dist Phone: (714) 999-3765 Email: greenwood@auhsd.us
Quote Sent By	Braeden Carr braeden.carr@softchoice.com Phone: (312) 260-9890 Fax:
Anniversary Date	01-Aug-2023
Authorization Number	51409485
Agreement End Date	31-Jul-2024
Comments	A5 Option

CAMSA EES - Yr 2 anniversary - 08/01 - ENR # 51409485

Item #	Mfg SKU #	Description	Qty	Billing Frequency	Start Date	End Date	Usage Country	License Type	Unit Price	Extended Price
2000279444	AAD-38400	M365 EDU A5 Unified ShrdSvr ALNG SubsVL MVL PerUsr	2597	Upfront	01-Aug-2023	31-Jul-2024	United States	Subscription	$87.64	$227,601.08
2000279449	AAD-38405	M365 EDU A5 Unified ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft	35000	Upfront	01-Aug-2023	31-Jul-2024	United States	Subscription	$0.00	$0.00
2000279574	M6K-00001	O365EDUA1 ShrdSvr ALNG SubsVL MVL PerUsr	3000	Upfront	01-Aug-2023	31-Jul-2024	United States	Subscription	$0.00	$0.00

2000279296	228-04437	SQLSvrStd ALNG LicSAPk MVL	20	Upfront	01-Aug-2023	31-Jul-2024	United States	Term License & Maintenance	$80.18	$1,603.60
2000279133	6QK-00001	Azure prepayment	6	Upfront	01-Aug-2023	31-Jul-2024	United States	Subscription	$1,224.00	$7,344.00
2000279371	9EM-00562	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic	1440	Upfront	01-Aug-2023	31-Jul-2024	United States	Term License & Maintenance	$5.91	$8,510.40
2000279324	D87-01057	VisioPro ALNG LicSAPk MVL	7	Upfront	01-Aug-2023	31-Jul-2024	United States	Term License & Maintenance	$50.28	$351.96
2000545882	77D-00110	VSProSubMSDN ALNG LicSAPk MVL	5	Upfront	01-Aug-2023	31-Jul-2024	United States	Term License & Maintenance	$53.29	$266.45
2000279326	MX3-00115	VSEntSubMSDN ALNG LicSAPk MVL	6	Upfront	01-Aug-2023	31-Jul-2024	United States	Term License & Maintenance	$313.83	$1,882.98
2000279289	359-00765	SQLCAL ALNG LicSAPk MVL DvcCAL	10	Upfront	01-Aug-2023	31-Jul-2024	United States	Perpetual License & Maintenance	$18.57	$185.70
						GROUP TOTAL				$247,746.17

	SUBTOTAL	$247,746.17
	DELIVERY: Ground - 3 to 5 days	$0.00
	State Tax	$0.00
	Local Tax	$0.00
All currency in this quote is in (USD).	**TOTAL**	$247,746.17

Payment options are only available in listed currency and not billable in other currencies. Pricing, availability, and special offers are subject to change at any time.
This document and the transaction(s) to which it pertains are governed by Softchoice's online terms of sale, unless a separate purchase agreement was signed by both your company and Softchoice, in which case, that separate agreement will govern. Softchoice's terms of sale can be found http://www.softchoice.com/softchoice-terms-and-conditions-for-products

As noted in the Microsoft Enterprise Agreement, any online subscription services within this quote will automatically renew annually unless Softchoice is notified in writing at least 30 days prior to your anniversary. If you are within the final year of your agreement the previous statement does not apply; new products and quantities will be reviewed in your renewal process.

Signature :

Name :

Title :

Date :

PO# : {{PO_es_:signer1}}

US - California Education - Microsoft ESS (CAMSA) -
Please note all products priced in accordance to the CAMSA Microsoft contract.

Cage Code: 3DH15
DUNs: 929022028
TIN: 13-3827773

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 20th day of July, 2023, between the Anaheim Union High School District ("District") and Parent Teacher Home Visit Project ("Contractor") (each a party, collectively, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. **Term**. The term for services pursuant to this Agreement is from September 13, 2023 through June 30, 2024.

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

x Signed Agreement
x Insurance Certificate(s) and Endorsements (Section 10)
x Criminal Background Investigation Certification(s) (Section 16)
x W-9 Form

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of nine thousand five hundred dollars ($9,500) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

5. **Independent Contractor**. Contractor is customarily engaged in an independently

established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.

6. **Materials**. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

7. **Standard of Care**. Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.

8. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

9. **Indemnification**. To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

11. Other Provisions. PTHV'S INTELLECTUAL PROPERTY RIGHTS IN MATERIALS; DERIVATIVE WORKS.

(A) PTHV's Material. PTHV shall provide Subscriber with certain materials as part of the "hybrid training" program (the "Materials"). Subscriber acknowledges and agrees that PTHV owns the intellectual property rights and/or registered copyright in the Materials, and Subscriber hereby agrees to abide by the following requirements:

(1) Subscriber will not use, reproduce and/or distribute all or portions of the Materials without the prior written permission of PTHV, which permission may be withheld at PTHV's sole discretion.

(2) Subscriber shall not challenge, oppose or seek cancellation of (i) any copyright application and/or registration relating to the PTHV's copyright, and/or (ii) PTHV's intellectual property rights.

(3) Subscriber shall indemnify, defend and hold harmless PTHV and each of its members, affiliates, associates, employees, officers, directors, and agents from any claims, actions, suits, injuries, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees), arising out of or connected with Subscriber's unauthorized production, reproduction, use and/or distribution of the Materials.

(B) Subscriber's Derivative Works. Subscriber hereby agrees to obtain PTHV's written permission before using the Materials to create derivative works (that include, but are not limited to, videos, power point presentations, translations, etc.) (the "Derivative Works"). PTHV may withhold such permission in its sole discretion. If PTHV permits Subscriber to use the Materials to create Derivative Works, Subscriber hereby agrees to abide by the following requirements:

(1) Subscriber shall acknowledge PTHV's contribution to all Derivative Works with the following text:

"This work is derived, in part or in whole, from materials created by Parent Teacher Home Visits. All rights in such materials are reserved. Permission to use such materials may be obtained by contacting PTHV's Executive Director at info@pthvp.org or at (916) 448-5290."

Such acknowledgement, along with PTHV's logo, shall be placed on the title page as close as is reasonably possible to any authorship or editing credit in a font size no smaller than similar information appearing on the page.

(2) Subscriber shall not use, reproduce or distribute the Derivative Works for commercial gain or authorize others to do so. Subscriber shall provide the Derivative Works "at cost," with any such charge limited to that necessary to recover costs for production and distribution.

(3) Subscriber shall indemnify, defend and hold harmless PTHV and each of its members, affiliates, associates, employees, officers, directors, and agents from any claims, actions, suits, injuries, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees), arising out of or connected with Subscriber's use and/or distribution of its Derivative Works.

(C) **Limitation on Use of Materials and Derivative Works.** Following Subscriber's participation in the "hybrid training" program conducted by PTHV, Subscriber hereby agrees that it will not conduct any "hybrid training" programs using the Materials and/or the Derivative Works without the prior written permission of PTHV, which permission may be withheld at PTHV's sole discretion.

12. **Compliance With Laws, Rules, and Regulations**. Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

13. **Permits/Licenses**. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

14. **Safety and Security**. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

15. **Employment With Another Public Agency**. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

16. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

17. **Fingerprinting of Employees**. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee?
Yes ☐ No X Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such

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

18. **Assignment/Subcontract**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

19. **Termination**. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

20. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

21. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

22. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Dr. Jaron Fried
Copy: Carlos Hernandez
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3563
Email: hernandez_c@auhsd.us

Contractor
Parent Teacher Home Visit Project
Attn: Alison Paia
P.O. Box 189084
Sacramento, CA 95818
916-448-5290
Email: alison@pthvp.org

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

23. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

24. **Governing Law**. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

25. **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.

26. **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.

27. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

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

Anaheim Union High School District

Date: 7/21/23

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Parent Teacher Home Visit Project

Date: June 27, 2023

By: _____

Print Name: Alison Paia

Title: Office Manager

EXHIBIT A

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

Contractor shall:

Parent Teacher Home Visits (PTHV) is a high-impact family engagement strategy designed to build trusting home-school partnerships centered on shared hopes and dreams. Recent studies reveal that PTHV's model for relational home visits strengthens relationships, shifts mindsets, improves teaching, and bolsters student outcomes. These studies also reiterate how critically important implementation fidelity is to realizing the full potential that the model offers.

The Parent Teacher Home Visit Project will provide a 3.5 hour introductory training session delivered in-person covering PTHV's home visit and bridge visit models, a step-by-step guide to conducting visits, research, and potential barriers for launching and sustaining parent teacher home and bridge visits. The audience will be Family and Community Engagement Specialists, Community Schools Coordinators, and Community Schools Teacher Leads.

This interactive session centers on building the capacity of educators to effectively build meaningful relationships with the families of their students, starting with a voluntary home visit. Learn our distinct 5 non-negotiable core practices and how and why they lead to success.

Topics include:

- elements of the model
- the research behind the model
- logistics, step by step
- skill-building and practice in engaging families
- overcoming barriers (money, time, fear)
- culture and cross-cultural connection
- taking it back to the classroom

AGREEMENT

between the

ANAHEIM UNION HIGH SCHOOL DISTRICT

and the

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION

for the period

July 20, 2022

through

the first Counselor work day of the 2025-26 school year

Agreement for 2022-2026
Board Approved: Pending

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ARTICLE 1: AGREEMENT

1.1 Agreement

This Agreement is made and entered into this 15th day of June 2023 by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California, 92803, hereinafter referred to as the "District" or "Board" and the Anaheim Personnel and Guidance Association, hereinafter referred to as the "Association" whose address is 501 Crescent Way, Anaheim, California, P.O. Box 3520, Anaheim, California, 92803-3520.

1.2 Definitions

Whenever utilized in this Agreement:

"Working Day" shall mean any day in which the District Education Center is open for business.

"School Day" shall mean any day unit members covered herein are required to be on duty.

"Superintendent" shall mean the chief executive officer of the District or designee.

"Unit Member/Counselor" unless otherwise clearly indicated by the context, shall mean any person employed by the District in a position or classification which is included within the recognized or certified negotiating unit described in Article 1 - Recognition.

"Board" shall mean the Board of Trustees of the Anaheim Union High School District or its designees.

"Employee" shall mean any person employed by the District in any capacity, including unit members.

1.3 Entire Agreement

The District shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the District is not bound by any past practices of the District or understandings with any employee organization or council, unless such past practices or understandings are specifically stated in this Agreement.

The Association agrees that the Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment and that during the term of the Agreement neither the District nor the Association will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn.

ARTICLE 2: RECOGNITION

For the term of this Agreement, the Board of Trustees of the Anaheim Union High School District recognizes the Anaheim Personnel and Guidance Association as the exclusive representative for the following unit:

Included: All regular contract certificated employees who are assigned with District policy 6301.35, School Counselor.

Excluded: All management employees as defined and listed in Board policy; all classified employees; all supervisory and confidential employees; all casual or limited term personnel; all teachers; all nurses; all librarians; all categorically funded teachers; all hearing impaired resource employees; all occupational assessment employees; all itinerant vision resource employees; all substitutes; all temporary employees as defined in Education Code sections 44920 and 44918; all hourly certified personnel; and all summer school and home teachers.

The Association agrees that this represents the appropriate unit and it will not seek by any means, including but not limited to any PERB proceedings, to amend or change in any way the unit described herein. However, the Association shall have the right to seek unit clarification by PERB proceedings on any new titles not specified in the above unit description. Nothing agreed to herein will prevent adjustments to the unit to be made upon mutual agreement of the District and the Association.

Disputes concerning this Article are not subject to the grievance provisions of Article 8.

ARTICLE 3: MANAGEMENT RIGHTS AND RESPONSIBILITIES

3.1 Reserved Rights

All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:

3.1.1 The legal, operational, geographical, or organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;

3.1.2 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements, imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;

3.1.3 The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas, and other improvements, and the personnel, work, service, and activity functions assigned to such properties;

3.1.4 All services to be rendered to the public and to District personnel support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the lawful subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services;

3.1.5 The utilization of personnel not covered by this Agreement, including substitutes, temporaries, home teachers, provisional personnel, consultants, instructional aides, and supervisory or managerial personnel, to do work which is normally done by counselors covered hereby, in the event of work stoppage by counselors;

3.1.6 The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, pupil transfers, grade level advancement, guidance, grading, testing, records, pupil health and safety, pupil conduct and discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and public with respect to such matters;

3.1.7 The selection, classification, direction, promotion, demotion, discipline, and termination of all personnel of the District; affirmative action and equal employment, policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location and also to any facilities; classrooms, functions, activities, academic subject matters, grade levels, departments, tasks or equipment; and the determination as to whether, when, and where there is a job opening;

3.1.8 The job classifications and the content and qualifications thereof;

3.1.9 The duties, work contents, and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards;

3.1.10 The dates, times, and hours of operation of District facilities, functions, and activities;

3.1.11 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;

3.1.12 The rules, regulations, and policies for all employees, students, and the public;

3.1.13 The retirement of employees for age or disability; and

3.1.14 The termination or layoff of employees, consistent with law, as the result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.

3.2 Other Rights and Responsibilities

All other rights of management and responsibilities not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District.

3.3 Intentions

It is not the intention of the parties, in setting forth the above-mentioned rights and responsibilities of management, to detract or diminish in any way the rights of the Association or of counselors as expressly set forth elsewhere in this Agreement. It is the

parties' intention that the clear and explicit provisions of the other articles of this Agreement constitute the only contractual limitation upon the District's rights.

3.4 Exercising Rights

The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's rights or preclude the District from exercising the right in a different manner.

3.5 Disputes

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District is not subject to the grievance provisions set forth in Article 8 unless the dispute is otherwise grievable under another article of this Agreement.

3.6 Professional Attire

It is recommended that all counselors be professionally dressed when on duty and/or representing the District at any event.

3.6.1 Certificated bargaining unit members may be advised by an administrator or supervisor not to wear T-shirts or shorts while on duty.

3.6.2 Authorized school T-shirts may be worn while on duty when designated by the administrator or supervisor.

The Association and District further agree to jointly monitor the implementation of these guidelines and investigate future modifications of the guidelines.

ARTICLE 4: ASSOCIATION RIGHTS

4.1 Distribution and Posting of Materials

The Association shall have the right to post notices matters of Association concern using District electronic mail via computer terminals located in individual counselor's offices. These notices may be posted during any non-duty time. The Association shall have the right to use the District mail service and individual counselor mailboxes so far as such use complies with the law. Any literature to be distributed or posted must be dated and must identify the person or organization responsible for its origin. The Association will provide to the Superintendent and the site principal a complete copy of the material deposited in school mailboxes or posted on electronic mail.

4.2 Availability of Information

The District will make available to the Association a school board packet at least 72 hours in advance of a regularly scheduled Board meeting and 24 hours in advance of a special Board meeting.

4.3 New Hires

The Association will be provided with the names, addresses, and work sites of all new unit members within fifteen (15) days.

4.4 District Counseling Meetings

Except in extraordinary circumstances, the District will not schedule Districtwide counseling meetings after 3:00 p.m. If extra-service pay is involved, i.e., department heads, any reasonable time is acceptable.

4.5 Publication of Agreement

As soon as possible, the District shall provide copies of this Agreement to each member of the bargaining unit. The cost of the publication of any additional copies of this Agreement which are required by the Association shall be paid by the Association.

ARTICLE 5: REASSIGNMENT

5.1 The parties recognize that it may be necessary to reassign unit members involuntarily because of enrollment adjustments, budgetary restrictions or curriculum needs. When such a reassignment becomes necessary at one or more schools, the Superintendent or designee will review such reassignment with all individuals involved and with the association president prior to a final decision.

5.2 In designating the unit member to be reassigned, the local administrator shall consider the following criteria: Reference 9.4.1.

5.3 A unit member who has been involuntarily removed from a counseling position and reassigned as a teacher because of enrollment adjustments, budgetary restrictions or curriculum needs will be given first consideration for reappointment to vacancies in counseling positions that occur within the District. Such special consideration will continue for a period of thirty-six (36) months.

5.4 If a reassigned unit member twice refuses an opening, the special consideration clause, paragraph 5.3 above, of this section shall be considered to have ended.

This section shall not be applicable to reduction in force instituted under Education Code 44955.

5.5 No later than May 10 of the school year preceding the school year in which the reassignment will take place, a unit member being considered for reassignment shall be given written notice stating that it has been recommended that the unit member be reassigned for the ensuing school year, and stating the reasons for such recommendation.

5.6 The unit member shall have five (5) working days from the receipt of the notice of reassignment to request a meeting in writing with the Superintendent to determine if there is cause for the reassignment.

5.7 In the event a meeting is requested, it shall be conducted in closed session.

5.8 The meeting shall be held by May 20 and a final written decision of the Superintendent shall be given to the unit member by the last calendared student day of the school year.

5.9 Upon approval of the unit member involved, a copy of the decision will be sent to the Executive Board of the Anaheim Personnel and Guidance Association.

ARTICLE 6: WORK STOPPAGE

6.1 Apart from and in addition to existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its officers, officials, agents, or representatives, shall incite, encourage or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever against the District during the life of this Agreement for any cause or dispute whatsoever or wheresoever located, including but not limited to disputes which are subject to the grievance provisions of Article 8, disputes which are specifically not subject to the grievance provisions of Article 8, disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair employment practices, disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike, walkout, slowdown or work stoppage or threat thereof, the Association and their respective officers, agents, representatives and responsible officials will do everything reasonably within their power to end or avert the same. Violation hereof will subject violators to legal and equitable judicial relief.

6.2 The Association hereby agrees that neither it nor its officers, officials, agents, or representatives, shall incite, encourage or participate in any strike, walkout, slowdown or other work stoppage of any nature whatsoever against the District during the life of this Agreement.

6.3 Any counselor engaging in or assisting any strike, slowdown, work stoppage, or other interference with the District's normal operations in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall be subject to termination. The District reserves the right to selectively discipline employees hereunder.

6.4 Also, in the event that the Association, members, agents, representatives, counselors or persons acting in concert with them have violated the provisions of this Article over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance provisions of Article 8, the Association, and the counselors represented therein, shall be deemed to have waived the right to process the grievance and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto.

ARTICLE 7: GRIEVANCE PROCEDURES

7.1 General Provisions

A grievance is defined as a statement by a counselor that the District has violated an express term of this Agreement and that by reason of such violation his/her rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

The respondent in all cases shall be the District itself rather than any individual. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof. Formal level hearings, if any, may be conducted in compliance with Rule 22 of the rules for voluntary arbitration of the American Arbitration Association if deemed advisable by the Superintendent.

Upon request by a counselor, the Association shall be entitled to represent such person in matters involving discipline or discharge of the counselor, and to accompany such person to review the counselor's personnel file.

7.2 Level I

Before filing a written grievance, the grievant shall make a reasonable attempt to resolve the complaint by means of a conference with his/her immediate administrator.

7.3 Level II

Within fifteen (15) school days after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing to the appropriate administrator. If neither the grievant nor the Association had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the fifteen (15) day time limit shall begin to run on the date upon which either the grievant or Association knew, or could with reasonable diligence, have known of the occurrence.

The written statement shall be a clear, concise statement of the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

Within five (5) days of the filing of the grievance, the appropriate administrator shall hold a meeting with the grievant or with the grievant and his/her representative. The administrator shall communicate a decision to the employee in writing within five (5) school days after the grievance meeting, and such action will terminate Level II.

7.4 Level III

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision in writing to the Superintendent or designee. Such appeal must be made within five (5) school days of the termination of Level II.

The appeal shall include a copy of the original grievance, the decision rendered at Level II and a clear, concise statement of the reasons for the appeal. Level II hearings shall be held within ten (10) school days of the receipt of the appeal from Level II.

The Superintendent or designee shall communicate a decision in writing five (5) school days after the date of the Level III hearing, and such a decision will terminate Level III.

7.5 Level IV

If the Level III decision does not settle the grievance, the grievant may, within five (5) school days after the Level III decision is rendered, present to the Board of Trustees, through the Superintendent, a request for a hearing. Within fifteen (15) school days following the request for a hearing, the Board of Trustees, or a committee composed of a minimum of two (2) trustees, shall conduct a hearing of the grievance. The Board may also, if it deems it appropriate, permit oral arguments by representatives of the parties, but only in the presence of one another. The decision of the Board of Trustees will be communicated in writing to all parties.

7.6 Arbitration

7.6.1 Submission to Arbitration

If the Association is not satisfied with the decision at Level IV, the grievance may be submitted, by the Association, to Arbitration, provided that notification of submission to Arbitration is given to the Superintendent within ten (10) days of the Association's receipt of the Level IV decision.

7.6.2 Selection of Arbitrator

The Association and the District shall agree upon an Arbitrator. If no agreement is reached within 10 days, the parties shall request the American Arbitrator Association to administer the selection of the Arbitrator in accordance with its rules.

7.6.3 Hearing: Arbitrator's Decision

The Arbitrator selected in accordance with Paragraph 7.6.2 above shall conduct a hearing. The Arbitrator shall hear the issues presented and shall tender a decision promptly.

7.6.4 Fees and Expenses

The fees and expenses of the Arbitrator and the hearing shall be borne equally by the parties. All other expenses shall be borne by the party incurring them, except that the grievant, the grievance representative and a reasonable number of necessary witnesses shall be released from their assignments without loss in compensation or cost to the association.

7.6.5 Statement of Issues

The Arbitrator shall be limited to deciding the issues submitted. If the parties cannot agree upon a statement of issues, the Arbitrator shall determine the issues. In cases of procedural disputes, the Arbitrator shall be empowered to rule on such disputes.

7.6.6 Rules of Procedure

Upon agreement of the parties, the Arbitrator may proceed under expedited rules of the American Arbitration Association and notice of such agreement shall accompany any request for a list of Arbitrators.

The decision of the Arbitrator shall be binding on the Association, the District and the grievant.

7.7 Failure to Meet Time Limits

If a grievance is not processed by the grievant and Association in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievance may proceed to the next step.

Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur above Level II as a result of the summer recess.

7.8 Association Representation

The grievant shall be entitled, upon request, to representation by the Association at all grievance meetings beyond the formal level. In situations where the Association has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its view on the matter.

7.9 Confidentiality

In order to encourage a professional and harmonious disposition of unit members' complaints, it is good that from the time a grievance is filed until it is completed, neither the grievant nor the Association nor the District shall make public either the grievance or evidence regarding the grievance.

7.10 No Reprisals

There shall be no reprisal against a unit member for filing a grievance or assisting a grievant in the above procedure.

7.11 Grievance Files

The District's records dealing with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

ARTICLE 8: LEAVES OF ABSENCE

8.1 General Provisions

A leave of absence is an authorization for a unit member to be absent from duty, generally for a specific period of time and for an approved purpose.

A leave protects the unit member by holding a place for such member in the District until the leave expires, usually with the right to return to the District in a position of the same status and rank at the conclusion of the leave, providing the position would have otherwise remained. There is, however, no assurance that when a leave of absence necessitates a long-term replacement, a semester or longer or a short-term leave that has been extended beyond a semester, that the return assignment will be in the school or administrative site where such member was assigned when the leave was authorized.

A condition of each leave of absence is that the credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the counselor.

Part-time regular employees shall be entitled to leaves of absence to that portion of the leave as the number of hours per day of scheduled duty relates to the number of hours for a full-time employee in a comparable position.

8.2 Revocation of Leave

A leave of absence may be revoked at the sole discretion of the Director, Human Resources, upon evidence that the cause for granting it was misrepresented or has ceased to exist.

A unit member may request to return from leave prior to the agreed upon expiration of the leave. The District will consider the request and approve the revocation of the leave if a vacancy is available but there is no right to return to the unit member's school or administrative site.

8.3 Failure to Return to Assignment

Any counselor who is absent from work without leave, or who fails to return to work as scheduled after the expiration of an authorized leave of absence, shall be deemed to have abandoned employment with the District, and such conduct shall constitute an automatic resignation.

8.4 Application For Leave

8.4.1 Leaves Other Than Sabbatical: A unit member who is eligible for an unpaid leave of absence must make application for such leave on the District form provided. Requests for such leaves to begin in July must be filed in the Human Resources Office prior to the preceding February 15. Requests for leaves to begin in January

must be received on or before the preceding November 15. At the discretion of the Director, Human Resources, the aforementioned deadline may be waived.

8.5 Notification of Return or Request for Extension

The following procedures shall be adhered to relative to return from leaves of absence and/or requests for extension of leave:

8.5.1 District Notification: On or before February 1, October 15 for the first semester leaves, of the semester nearest and preceding the expiration of the leave of absence, the District shall notify the unit member who is on a leave of absence that his/her position is being held pending notification of request for extension of leave or notification of intention to return from leave. Such notification shall be sent by U.S. mail to the unit member's last known address.

8.5.2 Unit Member Response: On or before March 1, November 15 for the first semester leaves, the unit member shall respond to the District notification by indicating either a request for an extension of leave or the unit member's intention to return from leave.

Unit members must inform the district in writing of their intention to return from leave or to extend the leave and provide all required documentation.

In the event that the unit member fails to respond to the District notification, it is understood that the District may proceed to fill the unit member's position. Failure to respond or return from leave will be considered job abandonment per Article 8.3. In addition unit members on an unauthorized leave will be immediately be placed on unpaid status.

8.6 Salary Advancement During Leave

A unit member granted a leave of absence, other than sabbatical leave, military leave, or Peace Corps leave, shall not be advanced on the salary schedule unless s/he has completed the school year according to law. A unit member granted a sabbatical, military, or Peace Corps leave shall be eligible for advancement on the salary schedule.

8.7 Personal Leaves of Absence Without Pay

The Board of Trustees, at their sole discretion, may grant up to one (1) year's leave of absence without pay to unit members for the following reasons:

8.7.1 Health

8.7.2 Maternity, Paternity and Adoption

8.7.3 Activities which contribute to professional development in education, which may include formal study, travel or exchange teaching.

8.7.4 Child care

8.7.5 Compelling family matters / personal necessity

Leaves shall have the prior approval of the principal. All such unpaid leaves may, upon request, be extended for one (1) additional complete semester or school year. With the exception of leaves of absence granted by state or federal law, leaves shall be limited to a maximum of two (2) years within a five (5) year period of time. Requests for leaves of absence under this provision shall not be arbitrarily or capriciously denied.

With the exception of maternity leave, sick leave, bereavement, industrial accident/illness, leaves of absence shall be limited to permanent unit members.

8.8 Tragedy Personal Necessity Leave

A long term ninety (90) day personal necessity leave of absence may be provided to a unit member who experiences a serious tragedy within his/her immediate family. For purposes of this section, "immediate family" shall be defined to include parent, sibling, spouse or child. A unit member's compensation during such leave shall be equivalent to the unit member's regular salary and fringe benefits minus the amount necessary to pay a substitute employed to replace the unit member while on leave.

8.9 Parental Leaves

8.9.1 Upon request, pregnant unit members shall be granted paid maternity leave for up to six weeks after the birth of a child. Additional maternity leave of up to six weeks shall be unpaid except that unit members may utilize accumulated sick leave (under 8.11.1) or extended sick leave (under 8.20) during that time. Maternity leave will be provided in accordance with existing law.

8.9.2 Upon request, non-pregnant unit members shall be granted parental leave for up to twelve weeks after the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. Said leave shall be limited to one twelve-week leave during any twelve-month period and shall be unpaid except that unit members may utilize accumulated sick leave (under 8.11.1) during that time. Parental leave will be provided in accordance with existing law.

8.10 Industrial Accident and Industrial Illness Leave

8.10.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code sections 44043 and 44984 and this rule.

8.10.2 A unit member who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for

each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:

8.10.2.1 The employee has probationary or permanent status.

8.10.2.2 The Superintendent or his/ her designated representative has determined that the illness or injury was directly related to the performance of his/her duties while in the employment of the Anaheim Union High School District.

8.10.3 A unit member absent from duty because of illness or injury resulting from an accident or condition incurred on duty, which qualifies under Workers' Compensation Insurance, shall be granted an industrial accident and industrial illness leave for each such accident provided that neither the number of days allowed in one (1) school year for more than one (1) such leave does not exceed a total of sixty (60) consecutive working days.

8.10.4 Industrial accident and industrial illness leave shall be granted from the first day of disability but shall not extend beyond the last day for which temporary disability indemnity is received. Only absences which are supported by a physician's certificate and have been verified to be the result of a duty connected illness or injury can be paid under the industrial accident and industrial illness leave policy. Any absence that cannot be so verified shall be charged against the unit member's leave.

8.10.5 Should the unit member's absence, due to an industrial injury or industrial illness, extend beyond sixty (60) consecutive working days, the unit member shall be permitted to use accumulated sick leave until temporary disability payment ceases, until s/he returns to duty, or until illness credits have been used, whichever is sooner.

8.10.6 During any period a unit member is receiving his/her regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Section 44983 of the Education Code. Charges to the unit member's leave balances shall be as follows:

8.10.6.1 Industrial accident and industrial illness leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid.

8.10.6.2 Sick leave and/or vacation leave shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. Any unit member who is absent because of work connected illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, will exceed his/her full salary during the period of his/her absence. (See Section 44043 of the Education Code.)

8.10.7 A unit member while receiving industrial accident and industrial illness leave benefits must remain within the State of California unless the Board of Trustees authorizes travel outside the State.

8.10.8 While a unit member is on any paid leave resulting from an industrial accident or industrial illness, the unit member's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the unit member under State Workers' Compensation Insurance Laws, exceed the unit member's regular salary.

Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this rule.

8.11 Personal Necessity Leave of Absence

Unit members may use up to ten (10) days accumulated sick leave without stating a reason for personal necessity, provided the number of personal necessity days does not exceed the number of days of unused sick leave.

Permissible personal necessity use:

8.11.1 Personal necessity may be used without prior approval for the reasons listed below. However, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and s/he shall notify the immediate supervisor prior to the absence.

8.11.1.1 Accident or serious illness involving his/her personal property, or person or property of his/ her immediate family.

8.11.1.2 Court appearance as a litigant or as a witness under order.

8.11.1.3 Religious observances.

8.11.1.4 Wedding and graduations for immediate family members. Immediate family for this section shall mean parent, sibling, spouse, or child.

8.11.1.5 Becoming a parent by adoption, surrogate or paternity.

8.11.1.6 Personal necessity may be used for circumstances that meet all of the following criteria: Are of a serious nature, and which the unit member cannot be expected to disregard, and which necessitate the immediate attention of the unit member, and which cannot be accommodated during off-duty hours.

8.11.2 Such leave shall not be used for seeking or engaging in other employment, for vacation, or other recreational activities or for other activities which do not fit the criteria listed above.

8.11.3 Personal necessity leave shall not be used in whole, or in part, for any strike, work stoppage, work slowdown or concerted activity of any kind.

8.11.4 A unit member shall be allowed to use two (2) days of personal necessity leave which will not be charged against his/her accumulated sick leave.

8.12 Sabbatical Leave

A sabbatical leave of absence may be granted to any unit member only to the extent that the same will benefit the schools and pupils thereof, for not less than one (1) semester nor more than one (1) school year under the following conditions:

8.12.1 The applicant must have served at least seven (7) consecutive years in the District preceding the granting of the leave, and no more than one such leave of absence shall be granted to a unit member in each seven (7) years of employment. Other leave of absences, while not counted as a "year of service" do not constitute a break in consecutive years of service.

8.12.2 A leave may be granted for the following reasons:

8.12.2.1 Formal Study - Complete a minimum of eight (8) semester hours each semester in an accredited institution of higher learning. Courses must relate to present or future service in the District.

8.12.2.2 Travel - Engage in foreign or domestic travel during each semester.

8.12.2.3 Study and Travel - A one (1) year leave may be divided between study and travel in accordance with above regulations.

8.12.2.4 Independent Study - Provided that the applicant presents a "plan of work" for independent study and a report relative to the accomplishment of such "plan of work" at the conclusion, sabbaticals may be granted for independent study.

8.12.3 Compensation while on sabbatical leave shall be fifty percent (50%) of the salary the unit member would have received had s/he remained in active service. At the expiration of the leave, the unit member shall be assigned to the same school or District office location in which service was being rendered at the time of making application for leave, subject to Article 9.

8.12.4 A "Sabbatical Leave Group," composed of unit members of the District, shall be appointed by the Superintendent. At least fifty percent (50%) of the members of this group shall be selected by the Superintendent from a list of unit members submitted to the Superintendent by the Association. The purpose of this group shall be to administer the sabbatical leave article and to submit to the Superintendent a prioritized list of unit members being recommended for sabbatical leave. It is understood that actions of this committee are subject to the approval of the Superintendent.

8.12.5 The number of sabbatical leaves granted for any school year shall be at the sole discretion of the Board of Trustees. If the Board determines to grant sabbatical leaves it shall grant no fewer than one such leave if requested by unit member(s).

8.12.6 The unit member must provide a surety bond.

8.12.7 The unit member shall agree to serve twice the period of the leave following return to the District.

8.12.8 Should sabbatical leaves be offered, the following timeline will be in effect:

Notices will be sent to all unit members by mid-October.

Proposals will be due at the District no later than the first working day in December.

The Committee will meet to select unit members for sabbatical leave, for the following school year, by the last working day in December.

The Board will be asked to approve selected sabbatical leave requests at a regularly scheduled meeting during the month of January.

Approved applicants will be notified of the Board's action by the first working day in February.

8.13 Sick Leave

A unit member who is absent due to personal illness and/or injury, including a disability caused or contributed to by pregnancy, shall be allowed full pay for the number of days absent provided that the number of days absent does not exceed the employee's total accumulated days of sick leave.

Members of the bargaining unit employed five (5) days a week shall be entitled to eleven (11) days leave of absence for illness or injury for a year of service. Members of the bargaining unit employed less than five (5) days a week for a year of service shall be entitled to that proportion of eleven (11) days leave of absence for illness or injury as the number of days of employment per week bears to five (5). Unused sick leave shall be accumulated from year to year.

Counselors shall use the Sub Caller to report absences (see Appendix D for instructions).

To be eligible for sick leave absence with pay, the unit member shall be in a paid status and scheduled for work on the day(s) of absence.

If a unit member resigns, retires, or is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from the final warrant of the unit member.

Members of the bargaining unit must notify the District of the absence as soon as the necessity to be absent becomes known to the unit member but in no instance later than 6:30 a.m. of the day of the absence.

A unit member returning from absence must contact the school or site by 2:00 p.m. of the day preceding the day of intended return. If s/he is unable to make a determination before 2:00 p.m., the District must be notified not later than 6:30 a.m. the following day. In the event that the District has not been notified of the unit member's intention to return, and accordingly has employed a substitute counselor for the day, the District may require the returning unit member to be charged with one (1) additional day of absence.

The Board may require satisfactory proof of the nature, extent and duration of the illness if it believes a unit member to be abusing the use of sick leave. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

8.14 Short Term Personal Leave Without Pay

An excused absence without pay for a unit member may be approved for five (5) days by the principal or certificated supervisor. Upon recommendation of the principal or administrative supervisor, the superintendent or designee, may authorize an excused absence without pay for unit members up to ten (10) days.

8.15 Court Appearance

A unit member shall be granted up to three (3) days of absence with full pay because of necessary appearance in court (other than as a litigant) or in response to a subpoena duly served provided such subpoena is filed with the Board of Trustees or its delegated authority immediately upon its having been received by the unit member.

8.16 Jury Duty

The District agrees to grant to members of the bargaining unit called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the Court. The District shall pay the unit member the difference, if any, between the unit member's regular rate of pay and the amount received for jury duty. Unit members who elect to contribute their fees to the county in which serving jury duty, must submit a copy of the receipt to payroll indicating that they donated their fee to the county. Unit members are required to return to work during any day or portion thereof in which jury duty services are not required. The District may require verification of jury duty days prior to or subsequent to proving jury duty compensation on a form provided by the District or the Court.

8.17 Bereavement

The District agrees to grant necessary leaves of absence with pay at the unit member's regular rate not to exceed three (3) days, or five (5) if 300 miles or more or out-of-state travel is required, on account of the death of any member of the immediate family of a member of the bargaining unit.

"Member of the immediate family" means the father, mother, father-in-law, mother-in-law, son, daughter, son-in-law, daughter-in-law, husband, wife, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, niece, nephew, aunt, uncle of the unit member, and like relatives of spouse, or any person living in the immediate household of the unit member.

Bereavement leave shall be limited to a three (3) or five (5) day period following the date of the death in the immediate family. If such leave of three (3) or five (5) days is not scheduled immediately and consecutively following the death, the unit member will notify his/her immediate supervisor prior to scheduling an alternative plan for bereavement leave. In exceptional circumstances, the Superintendent may grant up to two (2) additional days leave.

Unit members exercising this leave provision shall notify their immediate supervisor as soon as possible and indicate the expected duration of the absence.

Unit members shall be required to complete the standard form provided by the payroll department to verify the reason for the absence. The District may require satisfactory proof of the nature, extent, and duration of the bereavement leave if it believes a unit member is abusing the use of bereavement leave. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

8.18 Health/Welfare Benefits While on Leave

A unit member on Board approved leave of absence without pay, may participate in the District's health and dental insurance benefit program at the unit member's own expense provided all costs are paid in advance quarterly. Such coverage shall terminate upon the first day of the month immediately preceding the date that an employee attains age sixty-five (65), or becomes eligible.

8.19 Partial Day Absences

A unit member who is absent for one-half (1/2) day or less shall have deducted one-half (1/2) day from the accumulated sick leave. If the absence exceeds one-half (1/2) day, a full day shall be deducted.

8.20 Extended Illness Leave

Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent for purposes of this policy, shall receive fifty percent (50%) of salary or the

difference between the unit member's salary and the salary of the substitute, whichever is greater, for a period not to exceed five (5) school months per illness or accident. If the school year terminates before the five month period is exhausted, the employee may take the balance of the five month period in a subsequent school year. In order to qualify for differential pay, unit members shall first utilize all accumulated sick leave credit. Extended illness must be on the basis of a recognized medical doctor's statement.

8.21 Family Care and Medical Leave

All unit members are eligible for leave under this provision. Leave shall be granted upon request of a unit member because of the unit member's serious health condition, the serious health condition of a member of the unit member's family, the birth of a child of the unit member, or the placement of a child with a unit member in connection with adoption or foster care of the child by the unit member. As used in this section, "family" includes all persons listed in 8.17 of this Agreement, and "serious health" is any illness injury, impairment, or physical or mental condition. Leave under this section may be as long as twelve weeks or as short as one work day. Such leave shall entitle the unit member to all economic benefits of employment except for salary on the same basis as if the unit member were not on leave. Leave under this section shall run concurrently with other leaves available under the provisions of this Agreement.

8.22 Notification of Sick Leave Accrual

The District shall provide a written notice of sick leave accrual to each bargaining unit member during the month of September.

8.23 Catastrophic Leave

Unit members may participate in the District Catastrophic Leave Program by irrevocably donating accrued sick leave to be used by other employees who experience catastrophic personal illness or injury. Donations made under this Catastrophic Leave Program shall be strictly voluntary.

Definitions

8.23.1 "Catastrophic illness or injury" means illness or non-work related injury due to an accident that is expected to incapacitate the employee for an extended period of time involving or resulting in substantial, often ruinous, medical expense and creating a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off with the exception of extended illness leave.

8.23.2 "Eligible leave credits" are sick leave days accrued by the unit member and donated to the Catastrophic Leave Program.

8.23.3 The "Sick Leave Bank" shall be comprised of donated eligible leave credits.

8.23.4 "Open Enrollment" shall take place annually during the month of October each year.

8.23.5 The "Board" means the District Board of Trustees, Superintendent, or designee.

8.23.6 The "Sick Leave Bank Committee" or "Committee" shall oversee the operation of the Sick Leave Bank. The Committee shall consist of one voting member from each of the following groups: Anaheim Personnel and Guidance Association (APGA), California School Employees Association (CSEA), American Federation of State, County and Municipal Employees (AFSCME), the Mid-Managers Association, and the Anaheim Leadership Team Association (ALTA). There will be two voting members from the Anaheim Secondary Teachers Association (ASTA). Also included will be one voting representative from District Administration, designated by the Superintendent.

8.23.7 "Enrolled Member" means a qualified permanent employee who has enrolled in the Catastrophic Leave Program.

General Provisions

8.23.8 To become an Enrolled Member, a permanent employee must initially donate at least one (1) eligible leave credit to the Sick Leave Bank. Thereafter, an Enrolled Member must donate at least one (1) eligible leave credit to the Sick Leave Bank every year during Open Enrollment unless donations have been suspended pursuant to Article 8.23.26. Failure to make a required annual donation during Open Enrollment shall result in removal of the unit member from the Catastrophic Leave Program and shall terminate his or her status as an Enrolled Member.

8.23.9 The Sick Leave Bank is available to all Enrolled Members for use during their work year. Twelve-month employees may apply to use the Sick Leave Bank year-round. All other employees are eligible according to their regular work year.

8.23.10 Employees who elect not to enroll in the Catastrophic Leave Program upon first becoming eligible must wait sixty (60) duty days after they enroll before becoming eligible to withdraw from the Sick Leave Bank.

8.23.11 The Sick Leave Bank cannot be used concurrently with the extended illness leave benefit. Leave shall be taken in the following order: (1) sick leave (Article 8.11), (2) catastrophic leave (Article 8.23), (3) extended illness leave (Article 8.20).

8.23.12 The maximum amount of time for which donated eligible leave credits may be used is 25 days for any one catastrophic illness. The lifetime benefit from this policy may not exceed a total of 50 days.

8.23.13 This Catastrophic Leave Program may not be used if the Enrolled Member applies for or has purchased any other benefit or disability insurance program or income protection program, either public or private, unless the total benefit is less than 100% of the Enrolled Member's basic salary. Enrolled Members having any

additional income benefit must apply for that benefit before they are considered eligible for the Catastrophic Leave Program.

8.23.14 The receipt of a donated eligible leave credit through the Catastrophic Leave Program as designed here, when combined with other District income, income protection plan, or a combination of District income and income protection plan, shall not provide the Enrolled Member with a greater monthly District income/fringe benefit contribution than he or she received prior to the receipt of catastrophic leave.

8.23.15 An Enrolled Member who receives donated eligible leave credits shall use any personal leave credits that he or she continues to accrue on a monthly basis prior to receiving or using additional donated eligible leave credits from the Sick Leave Bank.

8.23.16 Requests for donated eligible leave credits from the Sick Leave Bank must be made in increments of five (5) days.

8.23.17 If more than one (1) applicant is being considered at the same time and there are not enough days in the Sick Leave Bank to fill each request, the available days will be divided equally or proportionately, as is consistent with the requests, between and among the applicants. In this instance, additional donations of eligible leave credits may be accepted pursuant to Article 8.23.34.

8.23.18 Any fraudulent or inappropriate use of the Catastrophic Leave Program by an Enrolled Member will result in the Enrolled Member's return of all eligible leave credits to the Bank. The Enrolled Member will be responsible for returning any resulting overpayment of wages to the District. In its discretion, the District may take other appropriate action against an Enrolled Member who fraudulently or inappropriately uses the Catastrophic Leave Program.

8.23.19 Any unused eligible leave credits will be returned to the Bank at the end of an Enrolled Member's catastrophic leave period, including direct donations pursuant to Article 8.23.34.

8.23.20 The Enrolled Member must waive any and all claims against the Board, District and its officers and employees arising from the administration of the Catastrophic Leave Program.

8.23.21 The Sick Leave Bank Committee will issue a report to all employees of the status of the Sick Leave Bank each semester.

<u>Donating to the Sick Leave Bank</u>

8.23.22 Any permanent employee on paid duty status shall be eligible to participate with a minimum annual deposit of one (1) eligible leave credit.

8.23.23 All transfers of eligible leave credits are irrevocable.

8.23.24 Enrolled Members may donate up to three (3) full days of eligible leave credits per school year, except as provided in Article 8.23.34. In all cases, Enrolled Members must have at least eight (8) days of accrued sick leave remaining for their own use after donating to the Sick Leave Bank. Any request for an exception to this provision must be submitted in writing and approved by the Superintendent or designee.

8.23.25 Donations to the Sick Leave Bank are general donations.

8.23.26 When and if the donated eligible leave credits in the Sick Leave Bank reach a total of 2,000 actual days, the Committee may suspend donations for one (1) year for all existing Enrolled Members. New members, however, must donate one (1) eligible leave credit to enter the Catastrophic Leave Program.

Utilizing Credits from the Sick Leave Bank

Eligible leave credits may be requested, in writing to the Assistant Superintendent, Human Resources, from the Sick Leave Bank for a catastrophic illness or injury if all of the following requirements are met.

8.23.27 The employee must be an Enrolled Member before requesting donated eligible leave credits.

8.23.28 The Enrolled Member must provide verification of catastrophic illness or injury as required by the Superintendent or designee.

8.23.29 The verification of catastrophic illness or injury must come in the form of a written medical statement from the attending physician indicating the incapacitating nature and probable duration of the illness or injury.

8.23.30 The Superintendent or designee may require verification of the need for catastrophic leave beyond the evidence of a doctor's certification and shall have the authority to accept evidence from other sources.

8.23.31 The Sick Leave Bank Committee determines that the Enrolled Member is unable to work due to the Enrolled Member's catastrophic illness or injury.

8.23.32 The Enrolled Member has exhausted all accrued paid leave credits. See also Article 8.23.11.

8.23.33 At the start of the Sick Leave Bank withdrawal, voluntary deductions from the Enrolled Member's paycheck will be discontinued (except for District computer loan payments and health and life insurance payments).

Direct Donation

8.23.34 Notwithstanding any other provision of Article 8.23, an Enrolled Member may donate eligible leave credit directly to another Enrolled Member at any time

during the year when, but only when, (1) the Sick Leave Bank does not have enough donated eligible leave credits to fill an Enrolled Member's request as described in Article 8.23.17, or (2) an Enrolled Member has reached the maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used pursuant to Article 8.23.12. In the event that an Enrolled Member has reached the maximum amount of time for which donated eligible leave credits from the Sick Leave Bank may be used, the Enrolled Member may receive a maximum of 25 directly donated eligible leave credits per incident from another Enrolled Member for a lifetime maximum of 50 directly donated eligible leave credits.

Conditions, Illnesses, and Injuries Not Covered

8.23.35 Conditions, illnesses, or injuries resulting from the commission of a felony, elective cosmetic surgery, or stress are not covered. Conditions, illnesses, or injuries covered under the Workers' Compensation Program are also not covered.

ARTICLE 9: TRANSFER PROCEDURES

9.1 Definitions

9.1.1 Transfer

A transfer is defined as the relocation of unit members from one school to another school, from one District administrative department to another administrative department, or between a school and a District administrative department. Transfers fall into two categories: (1) Voluntary transfers that are initiated at the request of the unit members, and (2) involuntary or administrative transfers that are initiated by the District.

9.1.2 Seniority

For the purposes of the transfer Article, the term "seniority" shall mean the unit members total continuous service to the District in a certificated counseling position, beginning with the first (1st) day of paid service as a probationary counselor. The Board shall maintain an up-to-date seniority list, which for purposes of this Article shall be the "order of employment list" required by Education Code Section 44845. This list shall be sent to the association by November 1 of each school year.

9.2 Posting of Openings

9.2.1 An opening is defined as a position at a school or administrative department location which the District has determined is to be filled by a regular probationary or permanent unit member rather than by a substitute or temporary employee.

9.2.2 The District shall post at each school location a notice of each opening as it occurs during the regular school year or summer session. Each notice shall state a deadline for applications which shall be not less than seven (7) school days after posting. In the event an opening for the current school year becomes available within two (2) weeks prior to the start of the school year or thereafter, the deadline for application shall not be less than three (3) days. The opening shall not be filled prior to such deadline. Postings shall be sent to all members of the Association.

9.2.3 An opening, for posting purposes, is not created when a permanent or probationary employee is on a paid or unpaid leave of absence or a one semester opening exists.

9.2.4 Any unit member may apply for such openings by submitting the Interschool Transfer Request form to the principal of the school where the vacancy exists within the time limit specified above in Article 9.2.2.

9.2.5 Posting errors shall not be submitted to grievance. The error shall be corrected prior to filling the openings.

9.3 Voluntary Transfer for Posted Openings

9.3.1 Requests for voluntary transfers for posted openings may be made by submitting an interschool transfer request to Human Resources. The Superintendent or designated representative will give consideration of the transfer request but may deny it if, in his/her opinion, such transfer is not in the best interest of the District.

9.3.2 The filing of a request for transfer is without prejudice. It does not jeopardize the applicant's present assignment. The request may be withdrawn any time prior to confirmation that the transfer has been effected.

9.3.3 When an opening is posted, a unit member may request a transfer by submitting an interschool transfer request to Human Resources. The principal or administrative department supervisor will consider the transfer request prior to filling the opening. A unit member may submit as many requests for transfer as desired.

9.3.4 A unit member who requests transfer to an available position and is denied, may be provided a written statement, if so requested by the employee.

9.4 Involuntary Transfer

9.4.1 The parties recognize that it may be necessary to transfer unit members involuntarily because of enrollment adjustments, budgetary restrictions or curriculum needs. The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree as follows when designating the unit member to be reassigned:

The following process and tie-breaking criteria will be applied in the event a counselor needs to be reassigned to another location due to a surplus situation.

If a reassignment of one (1) or more counselors is necessary at a site, the following process will occur:

1. Unit members at the affected site(s) shall be provided a list of vacancies by the District and given the opportunity to volunteer for reassignment.
2. If there are no volunteers, tie-breaking criteria will be used to determine who will be reassigned.
3. Should two or more counselors volunteer to be reassigned; the tie-breaking criteria listed below will apply to determine who has the first opportunity to be reassigned.
4. Unit members will be provided an opportunity to list their top three site preferences. This applies to volunteers and non-volunteers. A specific site cannot be guaranteed.
5. Once a counselor decides to voluntarily be reassigned, the counselor cannot change this decision.

In the event that no counselor volunteers for reassignment or there is a tie to determine who will be surplused at a site and moved to another location, the following criteria in priority order will be used:

1. Current service as a Lead Counselor. (If the principal at a school site designates "co-lead counselors", he/she will designate one of them as the "primary" lead counselor for Layoff and Reassignment Tiebreaking purposes only. The principal shall notify Human Resources and the APGA Board within 5 working days of the designation.)
2. Seniority as counselor at the current site as determined by the most recent date assigned to the current site by the District.
3. Seniority as a counselor in the District, as outlined in 9.1.2.
4. Length of previous paid full-time counseling experience with clear PPS credential prior to AUHSD employment.
5. Length of additional paid full-time prior service to the District in a certificated position.
6. Length of additional paid full-time prior service in a certificated position outside of the district.
7. Length of additional paid full-time prior service to the District in a non-certificated position.
8. Length of additional paid full-time prior service in a non-certificated position in education or a counseling setting outside of the district.
9. If the criterion above does not break a tie, a lottery will be used to determine who will be reassigned.

The Association President will be notified of all site openings prior to the District notification of reassignment

9.4.2 The Association President will be notified of all involuntary transfers.

9.4.3 Upon written request, an opportunity will be provided for the unit member to meet with the administrator recommending the transfer and be advised of the reasons for such recommended transfer.

9.4.4 No unit member shall be transferred arbitrarily or capriciously.

9.5 Superintendent's Transfer

In situations not provided for herein, the Superintendent's power to assign includes the power to transfer professional personnel within the District when the Superintendent concludes that such a transfer is in the best interest of the District.

9.6 Layoff and Tie Breaking Criteria

In the event that there is a tie between two or more counselors with the same seniority date as a counselor, the following criteria will be used in the priority order indicated below to determine who will be laid off:

1. Seniority as counselor in District.
2. Current service as a Lead Counselor. (If the principal at a school site designates "co-lead counselors", he/she will designate one of them as the "primary" lead counselor for Layoff and Reassignment Tiebreaking purposes only. The principal shall notify Human Resources and the APGA Board within 5 working days of the designation.)
3. Length of previous paid full-time counseling experience with clear PPS credential prior to AUHSD employment.
4. Length of additional paid full-time prior service to the District in a certificated position.
5. Length of additional paid full-time prior service in a certificated position outside of the district.
6. Length of additional paid full-time prior service to the District in a non-certificated position.
7. Length of additional paid full-time prior service in a non-certificated position in education or a counseling setting outside of the district.
8. If the criterion above does not break a tie, a lottery will be used to determine who will be laid off.

ARTICLE 10: WORKING HOURS

10.1 Hours - General

The District recognizes that the varying nature of a counselor's day-to-day professional responsibilities does not lend itself solely to an instructional day of rigidly established length. The minimum school-based assignment hours are as follows:

Counselors should be available in their office every day for students and parents before school and after school for the duration of the school year. Exception may be made by mutual agreement between the unit member and site administration based on the specific needs of the school.

Unit members must be on duty at least thirty (30) minutes before the beginning of the first class session and remain on duty for a reasonable length of time after the close of the student's regular school day. These minimum school-based assignment hours may be modified by the immediate administrator to suit varying educational and operating needs after reasonable prior consultation with the unit member. These modifications may not be of a permanent and/or continuing nature.

Each unit member shall receive a daily duty-free lunch break of not less than thirty (30) minutes, as scheduled by the immediate administrator except when there are unscheduled fire drills or other such emergencies as determined by the principal of each school. Lunch supervision shall be limited to no more than one student lunch period per day.

Minimum school-based assignment hours shall be applicable to every scheduled school day, including minimum pupil days, inservice days and the like. These minimum school-based assignment hours may be modified by mutual agreement between the immediate administrator and counselor.

In addition to assigned counseling duties, as described in the counselor's job description, counselors shall perform their duties, many of which will occur outside of the minimum school-based assignment hours. Other such duties may include supervising pupils within and outside class hours; supervising and providing leadership of pupil organizations and activities as assigned; cooperating in parent, community and open house activities; serving on committees providing advice and service to the District; and participating in approved development programs. Counselors shall not be required to provide daily supervision of students during passing periods. However, in unique circumstances, counselors may be required to provide supervision of students during passing periods.

In assigning the duties as set forth in the preceding paragraph, site administrators shall make a reasonable effort to see that the hours of work involved are equitably distributed among the staff with volunteers sought prior to mandating an assignment, and that reasonable advance notice of scheduling is provided. In assigning the above duties and hours, administrators shall act in a reasonable manner, and not in an arbitrary, capricious, or vindictive manner.

In the event of a work stoppage, no counselor shall be required to substitute for any teacher.

10.2 Assigned Days of Work

The total number of assigned annual days of work for regular full time counselors is 198. These days will be served consecutively whenever practicable as determined by the principal/designee after consulting with the unit member. Any extra days of assignment will be paid on a per diem basis. Counselors may request additional days of assignment. The district will grant or deny the request based on site/district needs as well as available budget.

The start and end dates for the 2022-23, 2023-24, and 2024-25 work years will be as follows (these dates are subject to change if the teacher work year is revised):

YEAR	START DATE	END DATE
2022-2023	July 20, 2022	May 26, 2023
2023-2024	July 19, 2023	May 24, 2024
2024-2025	July 17, 2024	May 23, 2025

In general, counselors will start their work year 13 days prior to the teacher start date and will end their work year on the last teacher work day. Site principals and counselors will have flexibility to make adjustments as necessary.

10.3 Counselor Meetings

Whenever practicable, as determined by the District, mandated counselor meetings shall be held during normal school hours.

10.4 Counselor Professional Development

Two (2) days will be provided by management for specific training for counselors. These days will be during the regular 198 day contract period. The professional development training will relate directly to day-to-day counselor services at the school site. Counselors' attendance at these two (2) professional development days is not optional and will be supported by site administration. Exceptions can be made in case of a school site emergency which requires the counselor(s) to be present (e.g. to provide support in case of a death of a student or staff member or for other emergency situations affecting a school site). Unit members who do not attend a professional learning day may not use personal necessity referenced in 8.11.4. Unit members will also be required to participate in a make-up session that is of the same nature and quality to recoup the lost learning opportunity.

10.5 Beginning of Semester Professional Development Work Schedule

Counselors may be excused from the staff professional development meeting(s), which are held prior to the start of each semester. Principals and school counselors will confer within two weeks prior to the start of each semester to discuss counselor participation at any part of these meetings that involves school wide staff participation.

10.6 Class Coverage

In unique circumstances, unit members may be required to cover a class period. In these instances, unit members shall be compensated at the hourly rate of pay.

ARTICLE 11: PUPIL-TO-COUNSELOR RATIO

The Board of Trustees shall determine and regulate the ratio of pupils to counselors in relation to the total responsibilities, powers, and rights imposed upon, vested in, and reserved to, respectively, the Board by law.

11.1 The Board will continue its efforts to maintain staffing patterns that are in the best interests of students, sites, and programs. These efforts will be made in a manner that is fiscally responsible.

11.2 The Board shall promote counselor caseloads which are within the best interests of the students concerned.

11.3 The Board of Trustees agrees that it shall not arbitrarily or capriciously assign abnormally or unreasonably large counselor caseloads within the District.

Though the Board reserves the power to amend the pupil-to-counselor ratio for the ensuing school year at any time during the preceding school year as deemed appropriate, the Board is also cognizant of the effects of this ratio upon the jobs of counselors and the value of counsel with all employees, whether performing direct or indirect services to pupils, as well as factors enumerated herein above. Therefore, the District agrees to consult with all affected unit members prior to making changes in the pupil-to-counselor ratio, unless the need for change be deemed an emergency by the Board. If the Board determines that an emergency exists, it shall notify the Association in writing of its decision. The decision of the Board, following consultation, shall remain solely a decision of the Board.

ARTICLE 12: EVALUATION PROCEDURES

12.1 General Provisions

The District retains sole responsibility for the evaluation and assessment of performance of each counselor, subject only to the following procedural requirements. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards or criteria determined by the evaluator or District, nor shall it contest the judgment of the evaluator; any grievances shall be limited to a claim that the following procedures have been violated.

12.2 Procedures

The principal or designated administrative representative shall conduct the evaluation. Unscheduled evaluations may be made at any time during the school year at the discretion of the principal.

12.2.1 All non-permanent unit members will be evaluated annually and all permanent unit members at least every other year, using the School Counselor Performance Evaluation (Appendix G). Unit members with permanent status who have been employed at least ten (10) years with the District and whose previous evaluation rated the employee as meeting or exceeding standards, may be evaluated every five (5) years, if the unit member and evaluator consent to this schedule. Should the evaluator withdraw consent, the evaluator shall provide the employee a written notice within the first two weeks of the beginning of the school year. The final evaluation conference shall be conducted no later than two weeks prior to the end of the school year for unit members and necessary forms forwarded to the Certificated Human Resources Office not later than June 15. The final evaluation should reflect in writing whether or not the unit member has been recommended for re-employment.

12.2.2 Prior to September 1st of each evaluation year, the evaluator and unit member shall hold a preliminary evaluation conference and review annual agreement (Appendix G-5) and Counselor Core Curriculum Template (Appendix G-9). They will identify the types of multiple measures and various examples of evidence that will assist the evaluator in evaluating the employee on the elements within the 13 standards. They will decide upon the types of evidence that needs to be observed or collected and indicating which types of evidence will be helpful to demonstrate proficiency levels. Once the multiple measures are identified, the evaluator will assess the employee's practices during the year and use evidence collected to help determine progress and feedback.

12.2.3 The purpose of the preliminary evaluation conference shall be to review the element and planned activity to be achieved in the following required areas of evaluation:

12.2.3.1 Standard 1: The professional school counselor plans, organizes and delivers the school counselor program.

12.2.3.2 Standard 2: The professional school counselor implements the core counseling curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.

12.2.3.3 Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of education and career plans.

12.2.3.4 Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.

12.2.3.5 Standard 5: The professional school counselor provides system of support through effective school counseling program in collaboration with school staff.

12.2.3.6 Standard 6: The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.

12.2.3.7 Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery services of the school counseling program and solicits feedback to support program design.

12.2.3.8 Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.

12.2.3.9 Standard 9: The professional school counselor monitors students on a regular basis as they progress in school.

12.2.3.10 Standard 10: The professional school counselor uses time and calendars to implement an efficient program.

12.2.3.11 Standard 11: The professional school counselor develops a result-based evaluation for the program.

12.2.3.12 Standard 12: The professional school counselor conducts a yearly program audit.

12.2.3.13 Standard 13: The professional school counselor is a student advocate, leader, collaboration and a system change agent.

12.2.4 Following the preliminary evaluation conference, the evaluatee will be given a typed copy of the School Counselor Performance Evaluation. The signatures of the evaluator and evaluatee shall appear on this form. The evaluatee's signature indicates that the evaluatee has read the document.

12.2.5 The evaluatee shall be observed ongoing throughout the year based on the 13 Standards. Mid-Year Checkpoint for Permanent Employees the District will make a good faith effort to meet with permanent employees prior to February 1st. At this time, the evaluator will meet with the employee to share insights on the practices that have been observed and evidence collected during the year for the standards. The employee may choose to bring additional artifacts to the meeting. During the discussion, the evaluator will determine the degree to which an employee's performance meets a defined level on the AUHSD School Counselor Performance Rubric (Appendix G11). The Continuum will be reviewed so that the employee can see which practices need to be refined and extended in order to obtain growth in the elements being assessed. Progress will be noted on the School Counselor Performance Evaluation that was discussed during the goal setting meeting and the element ratings for the standards may be completed during the conference or after the conference. This is the time that professional development goals can be identified and other resources discussed to enable the teacher to pursue avenues for growth.

12.2.6 Report of Observation of first and second year certificated unit members will be conducted each school year.

12.2.7 Observation Process - While all employees will be observed during the year in meeting their roles and responsibilities as described in their respective continuums, counselors will also be formally observed in the classroom setting delivering their counseling core curriculum. Evaluators will use the Reflection Sheet (Appendix G-10) Conference Summary to summarize learning during the observation. After the observation, counselors will attend a conference within five working days to obtain feedback.

12.2.8 The School Counselor Performance Plan shall be utilized for overall routine evaluation of unit members. All sections of these forms must be completed accurately. The certificated unit member shall have a conference with the appropriate administrator whenever the School Counselor Performance Plan is utilized. The evaluator/evaluatee is to sign the original and all copies of these reports. The original is retained by the school, one (1) copy is sent to the District Certificated Human Resources office and one (1) copy is retained by the evaluatee.

12.2.9 In the event that the member receives a review of developing or unsatisfactory a Counselor Performance Improvement Plan will be utilized see appendix G-24.

12.3 Conditions

12.3.1 The evaluator must maintain on file each completed evaluation form.

12.3.2 All monitoring or observation of the work of a unit member shall be conducted openly and with full knowledge of the unit member.

12.3.3 Matters which will be used to evaluate a unit member will be brought to the attention of the unit member in writing within a reasonable period of time following the dates the administration first becomes aware of such facts. This may involve progressive discipline.

12.3.4 Upon request, a unit member shall be entitled to have a representative of his/her choice present when s/he is subject to disciplinary action. A request for such representation is made, any conference will be held within a period of time not to exceed five (5) school days in order that such a representative may have an opportunity to be present. Nothing in these procedures exempts the unit member from the basic responsibilities as described in his/her job description.

12.4

Important Dates	Requirements
September 1	Evaluation system explained to all appropriate unit members and distribution of necessary forms.
	Preliminary evaluation conference to develop elements and planned activities.
End of First Quarter	Report of Observation completed for appropriate unit members.
End of Second Quarter	Report of Observation completed for appropriate unit members.
Two weeks prior to the end of the school year	Final evaluation conference.
By the last day of school	Necessary forms filed in Certificated Human Resources office.

ARTICLE 13: SAFETY CONDITIONS

13.1 Safe Working Conditions

The District shall provide safe working conditions for all unit members within the fiscal capabilities of the District to provide continuous administrative monitoring of working conditions and correction of unsafe working conditions.

13.2 Responsibility

Both parties agree that the responsibility for safe working conditions is that of the Board, the responsibility for the maintenance of safe procedures and practices is that of the unit member.

13.3 Unsafe Conditions

Any assault or battery upon unit members or any threat of force or violence directed toward unit members at any time or place which is related to school activity or school attendance shall be reported by unit members to their immediate supervisor.

13.3.1 Administrators will monitor and report to the District unsafe working conditions. Unit members aware of unsafe conditions will report said conditions to the immediate supervisor on the appropriate form. The District will respond to the unit member with a copy of the work order.

13.3.2 Assault, battery or any threat of force or violence directed toward a unit member while in attendance at school or at related school activities shall be reported by the unit members to their immediate supervisor.

13.3.3 The District shall take appropriate action whenever a unit member, while in attendance at school or related school functions, is physically or verbally attacked by another person or persons. Such action will include reporting such incidents to the appropriate law enforcement agencies as provided in the Education Code. The affected unit member shall receive a response as to any and all action taken within a reasonable period of time after the report of the incident.

13.4 Physical Safety

Since physical safety of unit members is enhanced when school campuses are kept orderly and well disciplined, the District shall give all reasonable support and assistance to unit members as they attempt to maintain an atmosphere conducive to appropriate discipline on school grounds and in the classroom. Such support shall include:

13.4.1 Whenever a student exhibits serious behavioral problems which disrupt the educational process within the unit member's jurisdiction, the unit member may inform the principal who shall arrange for a conference with the unit member to discuss the problem and to decide upon appropriate steps for its resolution. If

necessary, the principal may arrange for an appropriate specialist to attend the meeting.

13.5 Reimbursement for Personal Loss and/or Damage

13.5.1 The Board of Trustees will authorize payment of the cost of replacing or repairing certain property of an employee when such items are damaged or stolen in the line of duty as a result of malicious acts and without fault of the unit member.

Covered items are:

13.5.1.1 Prescription eye glasses, hearing aids, watches, articles of clothing, or other items necessarily worn or carried by the employee,

13.5.l.2 Vehicles,

13.5.l.3 Other personal property of the employee, when approval for the use of the personal property in the line of duty was given in writing by the site administrator or designee before the property was brought to the work site, and when the value of the property was agreed upon in writing by the person or persons bringing the property and the site administrator, or designee appointed by him/her for this purpose, at the time the approval for its use was given.

13.5.2 The following items are excluded from coverage under this article:

13.5.2.1 Vehicle collision (including hit and run incidents).

13.5.2.2 Such personal items as tape recorders, radios, telephones, pagers, or compact disc players belonging to the unit member are not included unless approved by the District in item 13.5.l.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle.

13.5.2.3 Purses or wallets, or the contents thereof (credit cards, cash, etc.).

13.5.2.4 Cash, credit cards, or other cash equivalent items.

13.5.3 The maximum payment of any one claim is $1,500 or the actual cost, whichever is less in the case of vehicles and $1,000 or actual cost whichever is less for other property. Loss or damage shall be reported to the supervisor, and if appropriate, to the police as soon as the employee becomes aware of such loss or damage. Claim forms are available in the Business Office of the District and should be forwarded through the Principal or supervisor to the Business Office when completed.

13.5.4 To preclude double recovery, any losses or damages which are compensable, wholly or partially, under the unit member's private insurance policy, or policies, shall to such extent not be compensable under the terms of this policy.

13.6 Use of Force

Unit members may take necessary action in the performance of their duties to insure the safety of themselves and/or others when necessary for the defense of themselves and/or others.

ARTICLE 14: WAGES AND ITEMS RELATED TO WAGES

14.1 Salary - Counselors

Effective July 1, 2022, the 2021-2022 Counselors' Salary Schedule shall be increased by 8.0% and is hereby incorporated into the Agreement as Appendix B.

In the event another District employee unit receives an increase in salary on their salary schedule(s) greater than 8.0% for the 2022-2023 school year, the District or APGA may request, and the other party will agree, to re-open negotiations on salary for 2022-2023.

14.2 Salary - Extra-Service Pay

Extra-Service Pay specific to Counselors is hereby incorporated as Appendix C of this Agreement.

Extra Service Pay shall be expressed as a percent of Column II, Step 1 of the 2022-23 Counselors' Salary Schedule (Appendix B) and the amount will increase as the Counselors' Salary Schedule increases.

Leadership Positions will be paid monthly with contract pay. Duties assigned are within the scope of the school day.

14.3 Salary Schedule Placement Advancement and Structure

14.3.1 Salary Schedule

Counselors who hold or qualify for the Pupil Personnel Services Credential, General Pupil Personnel Services Credential, or Standard Designated Services Credential with specialization in Pupil Personnel will be placed on and advanced on the salary schedule as follows:

14.3.1.1 Column I: Bachelor's Degree plus 30 semester hours

14.3.1.2 Column II: Bachelor's Degree plus 45 semester hours or Master's Degree

14.3.1.3 Column III: Bachelor's Degree plus 60 semester hours including Master's Degree or Doctorate

14.3.2 Initial Salary Placement

Whenever a candidate is recommended for election, tentative placement on the salary schedule is made by the Assistant Superintendent of Human Resources, based on the evidence of experience and training submitted in the application materials. Final placement on the salary schedule is made when completed official college transcripts (due November 1) and written evidence of experience have been received.

If a unit member fails to furnish such written evidence, the member's contract will be rewritten to reflect correct column and step placement and appropriate amounts sufficient to correct the salary error will be deducted from future salary warrant(s).

Effective July 1, 2007, a maximum of six (6) years of credit for approved teaching or counseling outside the District shall be allowed at the rate of one step for one year of service.

Credit for credentialed service outside the District shall be allowed at the rate of one step for one year of comparable service, but in no case shall placement be made above step 7. Credit for credentialed experience in an accredited private school will be allowed. All previous experience shall be verified by official statements from previous employers.

14.3.3 All degrees and credits earned must be from accredited colleges or universities. For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post Secondary Accreditation (COPA), or Association of American Education.

14.3.4 For initial placement, all semester hours must be upper division or graduate level and earned after the Bachelor's Degree.

14.3.5 Vertical Movement

All qualified unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step.

Regular full-time unit members, who in any one school year, are in paid status for at least seventy-five percent (75%) of the work days designated for the affected position, shall be deemed to have earned a year of experience credit.

Part-time unit members, who in any two consecutive school years, are in paid status for at least seventy-five percent (75%) of the work days designated for the affected position, shall be deemed to have earned a year of experience credit.

14.3.5.1 Any unit member with fifteen (15) complete years of credentialed service in the District shall be placed on Step 16 of the salary schedule.

14.3.5.2 Any unit member with twenty (20) complete years of credentialed service in the District shall be placed on Step 21 of the salary schedule.

14.3.5.3 Any unit member with twenty-five (25) complete years of credentialed service in the District shall be placed on Step 26 of the salary schedule.

14.3.6 Horizontal Movement

A notice of intent to change columns on the salary schedule shall be filed in the Certificated Personnel Office no later than March 15 of any school year. Contracts will be rewritten only after the unit member submits to the Certificated Personnel Office, prior to November 1, written proof of semester units completed or degree earned. Failure to meet either of these deadlines will preclude a column change that year.

Course credit for salary placement and movement shall be given only for lower division, upper division or graduate course work taken at four-year colleges, universities or graduate schools which are accredited by a regional accrediting commission.

14.3.6.1 After employment and placement on the salary schedule under adopted policy, the following guidelines will be used in crediting courses for salary schedule column advancement.

14.3.6.1.1 Lower division, upper division or graduate courses that meet any of the five criteria listed below may be credited with prior approval of the principal and the Director, Human Resources. In order to be eligible to use lower division course credit for salary schedule advancement, a "Request for Lower Division Credit" must be submitted through the Director, Human Resources, at least three weeks prior to the start of class. The Director, Human Resources, will respond to the applicant within two weeks.

14.3.6.2 Criteria for courses accepted for salary advancement:

14.3.6.2.1 A subject directly related to the current or proposed assignment.

14.3.6.2.2 A subject directly related to a unit member's teaching major or minor.

14.3.6.2.3 A subject directly related to an advanced degree in professional education or in a subject area.

14.3.6.2.4 A subject required by a California credential evaluation or renewal.

14.3.6.2.5 Courses required for obtaining an additional teaching assignment major or minor.

14.3.6.3 Evidence of satisfactory completion of course must be submitted to the Assistant Superintendent of Human Resources, prior to November 1.

14.3.6.4 The burden of proof of training, experience, possession of credentials and other required documents shall lie with the unit member, both for initial placement and for subsequent reclassification. Any error in classification which is due to action or inaction on the part of the unit member shall be corrected as soon as the error is verified, but salary adjustments shall be retroactive during the current school year only.

14.3.7 Other Salary Schedule Credit

Full salary schedule credit shall be granted for overseas teaching and Peace Corps teaching. Full salary schedule credit up to six years shall be granted to all counselors newly employed in the District for credentialed teaching or counseling experience gained prior to employment in the Anaheim Union High School District.

The Superintendent may recommend salary schedule credit for experience gained which is related to counseling.

14.3.8 Doctoral Degree Stipend

An additional annual stipend of $2693 will be paid for an earned doctoral degree from an accredited university. For purposes of this section, accredited institutions shall be listed in the American Association Collegiate Registrar Admissions (AACRA), Council on Post Secondary Accreditation (COPA), or Association of American Education.

14.3.9 National Board Certification

Bargaining unit members who attain National Board certification in the field(s) of their assignment will be paid an additional annual stipend of $2,693.

14.4 Extra Duty

Unit members who serve in supervisory assignments at athletic events, dances, plays, and other after-school and evening school sponsored events do so for the benefit of students, the curriculum and job effectiveness. When made possible by generation of funds by school-sponsored events, school based personnel may be compensated in accordance with salary schedules established at each school.

14.5 Travel Expenses

Any unit member traveling to an authorized convention, meeting, conference, or visitation within 100 miles of the District, shall use a District vehicle when available. When no District vehicle is available, the unit member shall be reimbursed at the IRS allowable rate per mile. When the conference, convention, or meeting is over 100 miles and the unit member elects to drive his/her personal car in lieu of using commercial transportation, the

unit member will be reimbursed at the amount paid for lowest fare charged for commercial air transportation.

Unit members required to drive their personal automobiles in the course of their work shall be reimbursed for such use at the IRS rate with prior approval of their supervisor.

14.6 Part-Time Employment

It is the policy of the Board of Trustees of the Anaheim Union High School District to provide unit members of this District with the opportunity to phase in their retirement by reducing their workload from full-time to part-time duties while maintaining full retirement benefits pursuant to Education Code Section 22724. This reduced workload shall be authorized upon request of any full-time certificated unit member subject to the following conditions:

14.6.1 The unit member must have reached the age of fifty-five (55) years prior to reduction in workload.

14.6.2 The unit member must have at least ten (10) years of full-time employment in this District in a position requiring certification, of which the immediately preceding five (5) years were full-time employment; and currently earning a salary equivalent to Column I, Step 7, or more.

14.6.3 The minimum part-time employment shall be one-half (1/2) of the number of days of service required by the unit member's contract of employment during the final year of service in a full-time position. The term "one-half" means full-time for one-half the days required for the individual's position classification.

14.6.4 Only unit members who do not hold positions with salaries above that of the school principals are eligible for this reduced workload-retirement benefits program.

14.6.5 The option of part-time employment and full retirement benefits must be exercised on an annual basis.

14.6.6 The unit member who elects a reduced workload in accordance with the conditions of this section shall be paid a salary which is the pro rata share of the salary that would be earned if the request for part-time employment had not been made, and shall retain all other rights and benefits of full employment, provided the unit member elects to contribute to the Teachers' Retirement Fund the amount that would have been contributed if employment was on a full-time basis. If the unit member elects to contribute the full-time employment share to the Teachers' Retirement Fund, the District shall also do the same to assure full-time employment retirement allowance.

14.6.7 The District reserves the right to deny granting a reduced workload to any unit member if doing so would create a staffing problem.

14.6.8 No unit member shall be entitled to receive retirement credit for more than five (5) years service under this section.

14.7 Hourly Rate of Pay

Unit members selected by the District to perform certificated hourly paid duties shall receive an hourly rate of pay equal to the previous Summer's miscellaneous rate of pay. The new hourly rate of pay shall become effective the first day after the end of the regular year.

ARTICLE 15: HEALTH AND WELFARE

15.1 Contributions by the District

The District shall contribute the blended super composite rate towards the cost of medical insurance, and shall provide dental, life, vision care, and accidental death/dismemberment insurance benefits for active employees who are within the unit as indicated below:

15.1.1 Medical Insurance

PPO: Self-insured major medical with $275 deductible per person, maximum of $1,100 per family for unit members and eligible dependents utilizing the Blue Cross Prudent Buyer Plan, including a prescription card service, in the amount not to exceed the super composite rate established for 2017 of $1,348 per month or $16,179 per year per enrolled unit member, or

EPO: Beginning January 1, 2018, a District Self-Funded EPO (Exclusive Provider Organization) medical insurance plan will be provided as an offering to active employees in place of the discontinued Anthem Blue Cross Fully Funded HMO Plan.

For the 2018 calendar year, the District Self-Funded EPO will utilize the Blue Cross Prudent Buyer PPO Network, and the EPO Plan as well as all co-pays and out-of-pocket maximums shall remain the same as the former Anthem Blue Cross HMO that was in effect as of January 1, 2017, with the exception of the Plan administrator, Prescription drug and the Mental Health carriers. Pan Administration Services will be provided by BRMS, psychological mental health services (Including Alcohol and Drug Abuse Care) will be provided by the Holman Group, and prescription services will be provided through Express Script, Inc.

The blended super composite rate shall be the weighted average of the PPO and HMO super composite rates above. Beginning with the 2023 calendar year, the District's contribution to the blended super composite rate shall not exceed $17,022.

2013 blended super composite rate calculation example.

1,238 employees are in the HMO. (46%)

1,433 employees are in the PPO. (54%)

46% of $11,808 = $5432. 54% of $14,364 = $7,757.

$5432 + $7757 = $13,189 is 2013 blended super composite rate.

15.1.2 Life and Accidental Death/Dismemberment Insurance

Life and accidental death/dismemberment insurance for unit member and life insurance protection for unit member's spouse and eligible dependents.

15.1.3 Dental Insurance

Delta Dental PPO dental insurance for unit members and eligible dependents, or Delta Care PMI dental insurance for unit members and eligible dependents.

15.1.4 Vision Care Insurance

Vision care with special contact lens provision for unit members and eligible dependents.

15.1.5 Ancillary benefit plan designs (Life, Dental, Vision) shall be determined by the District Insurance Committee.

15.1.6 If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan or a higher maximum district contribution, the District or APGA may request, and the other party will agree, to re-open negotiations on health and welfare for 2016.

15.2 Insurance Committee

The parties agree that the overriding purpose of the Insurance Committee ("Committee") is to fulfill the commitment contained herein and in previous memorandum of understanding regarding cost containment of health and welfare premiums. The District and the Association agree to a renewed focus on health and welfare cost containment through participation on the Committee. Accordingly, the parties agree as follows:

15.2.1 The District will provide regular members of the Insurance Committee release time to attend insurance committee meetings.

15.2.2 The parties will work aggressively through the Committee to generate specific changes in health and welfare coverage, if needed, that maximize the district's contributions for medical, dental, vision, and life insurance. On-going cost evaluations will be generated and provided to the Committee as requested. Each year the super composite rate for the following year will be available to the Committee on or before September 1. Upon review of these rates the Committee will make suggestions for cost containment.

15.2.3 The Committee's final recommendations for implementation of the above-referenced cost containment provisions and actual super composite rates shall be submitted to the Association no later than September 30. The Association and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification. If such agreement is not reached prior to November 1

of each year the district is authorized to initiate payroll deductions beginning with the January 31 paycheck for the difference between the blended super composite rate noted in 15.1 and the current year's blended super composite rate provided by the contract administrator.

15.3 Right to Contract

The Association shall have the right to contact the Health and Welfare contract administrator directly for any information it wishes relative to the plan, but a copy of such request and a copy of any answer received from the contract administrator shall be sent to the District.

15.4 Self-Insurance Plan

The District will maintain a self-insurance plan, using an outside contract administrator.

15.5 Retirees

The Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the major medical and dental portion of the fringe benefit compensation package to all unit members who were regular contract certificated personnel in the employment of the District prior to September 6, 1979 and who retire(d) on or after September 6, 1979 from the District with fifteen (15) or more years of service to the District and who are not otherwise covered by any similar programs provided through Social Security or teacher retirement plans.

Retirees referred to in the above paragraph who wish to continue participation in the program will be required to make monthly payments, in advance to the Business Office the difference between the current year costs and the 1979-80 costs.

All unit members ages 60-65 who are regular contract certificated personnel in the employment of the District and who retire(d) from the District with fifteen (15) or more years of service to the District and who are not otherwise covered by any similar programs provided through Social Security or teacher retirement plans shall be provided with the major medical and dental portion of the District's fringe benefit compensation package for the retiree only. Unit members who retire with fifteen (15) or more years of service to the District, and who have not attained the age of 60, who wish to participate in the major medical and dental portion of the fringe benefit compensation package may do so by depositing the monthly amount of the premium with the District Business Office. The amount of yearly premium will be established each year by the Business Office.

Members retiring after 1969 shall receive benefits no greater than those accorded current, active bargaining unit members. To remain eligible for the district-paid benefit coverage from ages 60-65, the retiree must deposit the monthly amount of the premium with the District Business Office from the date of retirement until age 60.

15.6 IRS Section 125 - Flexible Benefit Plan

The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to eligible medical and disability income insurance and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be mutually agreed upon by the Association and the District. Participation by bargaining unit members in the Plan shall be voluntary.

ARTICLE 16: JOB SHARING

16.1 Job sharing shall refer to two (2) unit members on regular contracts sharing one (1) counseling assignment.

16.2 Procedures

16.2.1 Requests or applications for a job-sharing assignment for the following school year shall be filed with the District and the site principal no later than March 1.

16.2.2 A request or application for job-sharing must include a proposal specifying how the employees will fulfill the responsibilities and duties of the position. Such proposal must be sent to Human Resources and the site principal.

16.2.3 The Assistant Superintendent of Human Resources shall approve or deny requests or applications and notify, in writing, the applicants of his/her decision by May 1.

16.2.4 Upon approval of a job share, the Assistant Superintendent of Human Resources shall draw up an agreement outlining the specific expectations, work days/hours, salary and benefits information for each of the job share participants.

16.2.5 Shared contracts shall be entered into for a period of one year. These contracts may be renewed annually with the approval of the Assistant Superintendent of Human Resources and the site principal.

16.2.6 In the event the job share agreement is not meeting the needs of the school and the students, the District and site principal may revoke the job share agreement at any time after providing a two week notice to the job share participants. It is expected that the Assistant Superintendent of Human Resources or site principal provide an opportunity to rectify concerns prior to revoking the agreement.

16.3 Notwithstanding other provisions of this Agreement, job-sharing unit member's wages, statutory benefits (if applicable) and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of the health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position had not been shared. This agreement does not supersede any previous written agreement made between job-sharing unit members and the District pertaining to the distribution of health and welfare benefits.

16.4 Salary Schedule Advancement

In order to advance on the counselor salary schedule the individual or individuals in the job share must work a minimum of 75% of the 198 counselor work days, which is a total of 148 or more days within two consecutive school years. If a work year is adjusted due to furlough days, the unit member must work a minimum of 75% of the work days within the two consecutive years.

16.5. Return to Full-Time Assignment

16.5.1 If a unit member on a regular contract is in a job-sharing assignment and elects to return after the first year to full-time counseling, or if the District revokes the job-sharing agreement, the unit member will be returned to his/her original school if a position is available for which the unit member is qualified.

16.5.2 If a unit member on a regular contract is in a job-sharing assignment for more than one (1) year and elects to return to full-time counseling, or if the District revokes the job-sharing agreement, the unit member will be assigned to the first available full-time counseling position for which the unit member is qualified.

16.5.3 If a job sharing unit member decides to end his/her job share agreement and return to a full-time position, or if the District revokes the job-sharing agreement, the other unit member must return full-time or resign his/her position.

16.6 Prior to any layoff and/or reduction in force, the District shall advertise to all unit members, for a thirty (30) day period, that the opportunity exists to participate in job sharing.

This article is not subject to the grievance language in the contract nor shall it be deemed as precedent setting or develop a District practice.

ARTICLE 17: DISCIPLINE

17.1 Personnel Files

A unit member shall have the right to examine and respond to all of the material in his/her personnel file which has accrued after his/her employment. A representative of the unit member may, at the unit member's request, accompany the unit member in the review, or with the unit member's consent, may conduct the review. Each unit member's personnel file shall contain only the following:

17.1.1 Pre-employment information

17.1.2 Copies of annual contracts and supplemental contracts

17.1.3 Transcripts

17.1.4 Certification material

17.1.5 Letters of commendation

17.1.6 Copies of official personnel action

17.1.7 Written evaluations

17.1.8 Other materials, as agreed between the unit members and the Director, Human Resources.

Materials placed in the unit member's file shall be photocopied within forty-eight (48) hours of placement and submitted to the unit member who shall sign a receipt signifying that s/he has received the material. Such receipt does not indicate agreement. The unit member may make a written response to the material which shall also be placed in his/her file, and attached to the material being responded to. Materials which relate to an incident involving a unit member must be submitted for placement in his/her personnel file within a reasonable period of time following the date of the complaint, any material shall be removed from the file if a unit member's claim that it is inaccurate is sustained through the grievance procedure.

17.2 Process

Normally, the District shall utilize a "Progressive Discipline" procedure which utilizes the following steps:

17.2.1 Verbal warning(s)

17.2.2 Written warning

17.2.3 Written reprimand(s)

17.2.4 In the administration of this procedure, the parties agree that some actions of unit members may be so severe as to require stringent action without strict adherence to the steps outlined above. It is further agreed, however, that no unit member shall be reprimanded, reduced in compensation, or suspended with or without pay as set forth herein without just cause. This second, 17.2.4, shall not apply to extra service pay positions.

17.3 Notice of Progressive Discipline

In the administration of the overall discipline program of the District, any written notice will clearly state if the discipline represents a:

17.3.1 Written warning, or

17.3.2 Written Reprimand.

17.4 Right to Representation

A unit member shall be entitled to have a representative present when s/he is subject to any disciplinary action. After a request for such representation is made, a conference will be held within a period of time not to exceed five (5) working days in order that a representative of the unit member's choice, when possible, may have an opportunity to be present.

17.5 Removal of Unit Member From Extra Service Pay

It is understood by the parties that the District may remove unit members from extra service pay positions (Appendix C or ASTA Appendix C-2 through C-4)) subject to due process. For purposes of this section, due process means:

17.5.1 Verbal warning(s)

17.5.2 Written warning

17.5.3 Reprimand

17.5.4 Removal

The District may also remove a unit member from extra-pay and leadership positions due to deficiencies in performance or as a result of a transfer to another site. The unit member will be given written notice of the deficiencies prior to removal. If no improvement is made within a reasonable amount of time, the unit member will be given notice by May 15 or at the conclusion of the season of sport effective for the following school year or season. It is understood that any written materials or documents related to the removal of a unit member from an extra service pay position shall not be placed in the unit member's personnel file. This does not prohibit the documentation of serious offenses involving moral turpitude to be included in the personnel file.

ARTICLE 18: SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application thereof to any counselor is held by the highest court in the State or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

If any such decision or change in law occurs, the parties hereto shall, within ten (10) working days, commence meeting and negotiating with respect to the means of compliance therewith.

ARTICLE 19: MISCELLANEOUS PROVISIONS

In the event of a conflict between the terms of this Agreement and any procedures, or individual contracts of employment, the terms of this Agreement shall prevail.

ARTICLE 20: DURATION

This Agreement shall remain in full force and effect through the first work day of the 2025-26 school year and shall continue in effect day-to-day until such time as a new or modified agreement is ratified by both parties.

For school years 2023-24, and 2024-25 Article 14, Wages and Items Related to Wages, Article 15, Health and Welfare Benefits, Article 11-Pupil to Counselor Ratio, and all MOUs, shall be open for negotiations.

In addition to the articles referenced above, the Association and the District shall each have the option of opening one (1) other article of their choosing in 2023-24. These articles shall be the only subjects of negotiations unless additional articles are opened by mutual consent.

It is understood that other provisions of the Agreement shall remain in full force and effect for the years 2022-23, 2023-24 and 2024-25, notwithstanding the results of the limited reopener of negotiations as outlined above.

DATED: April 26, 2023

Brad Jackson (May 19, 2023 10:02 PDT)

Brad Jackson
Assistant Superintendent
Human Resources

Kenneth Gompert (May 18, 2023 18:34 PDT)

Ken Gompert
Chief Negotiator
APGA

Lacie Mounger

Lacie Mounger
President
APGA

Anaheim Union High School District
2022-2023
Student/Teacher Calendar

July 2022					November 2022					March 2023				
				1		1	2	3	4			1	2	3
4*	5	6	7	8	7	8	9	10	11*	6	7	8	9	10
11	12	13	14	15	14	15	16	17	18	13	14	15	16	17<
18	19	20	21	22	21	22	23	24*	25*	20	21	22	23	24
25	26	27	28	29	28	29	30			27	28	29	30	31*
August 2022					**December 2022**					**April 2023**				
1	2	3	4	5				1	2	3	4	5	6	7
8++	9+	10	11	12	5	6	7	8	9	10	11	12	13	14
15	16	17	18	19	12	13	14	15	16	17	18	19	20	21
22	23	24	25	26	19	20	21	22#	23<	24	25	26	27	28
29	30	31			26*	27*	28	29	30					
September 2022					**January 2023**					**May 2023**				
			1	2	2*	3*	4	5	6	1	2	3	4	5
5*	6	7	8	9	9	10	11	12	13	8	9	10	11	12
12	13	14	15	16	16*	17	18	19	20	15	16	17	18	19
19	20	21	22	23	23	24	25	26	27++	22	23	24#	25<	26+
26	27	28	29	30	30	31				29*	30	31		
October 2022					**February 2023**					**June 2023**				
3	4	5	6	7<			1	2	3				1	2
10++	11	12	13	14	6	7	8	9	10	5	6	7	8	9
17	18	19	20	21	13*	14	15	16	17	12	13	14	15	16
24	25	26	27	28	20*	21	22	23	24	19*	20	21	22	23
31					27	28				26	27	28	29	30

School Begins

Non-Student/Non-Teacher Day

*** Holidays**

+ Teacher Day; No Students

++ Staff Development Day; No students

< End of the Quarter or Semester And Minimum Day for Students

Minimum Day for H.S. Students Only

Underlined Days (May 30-June 5) are subject to change to regular school days if it becomes necessary to bring the total school days up to State minimum.

Quarter	Days	Dates				
1	42	Aug	10	--	Oct	7
2	48	Oct	11	--	Dec	23
3	46	Jan	9	--	Mar	17
4	44	Mar	20	--	May	25

180 Student Days
185 Teacher Days

Progress Reports Due Fridays
10:00 a.m. at the site on:
September 16, 2022
November 10, 2022 (Thursday)
February 3, 2023
April 21, 2023

Grades Due Fridays
10:00 a.m. at the site on:
October 14, 2022
January 13, 2023
March 24, 2023
May 26, 2023

Board Approved: April 13, 2023

Anaheim Union High School District
2023-2024
Student/Teacher Calendar

July 2023					November 2023					March 2024				
3	4*	5	6	7			1	2	3					1
10	11	12	13	14	6	7	8	9	10*	4	5	6	7	8
17	18	19	20	21	13	14	15	16	17	11	12	13	14	15<
24	25	26	27	28	20	21	22	23*	24*	18	19	20	21	22
31					27	28	29	30		25	26	27	28	29*
August 2023					**December 2023**					**April 2024**				
	1	2	3	4					1	1	2	3	4	5
7++	8+	9	10	11	4	5	6	7	8	8	9	10	11	12
14	15	16	17	18	11	12	13	14	15	15	16	17	18	19
21	22	23	24	25	18	19	20	21#	22<	22	23	24	25	26
28	29	30	31		25*	26*	27	28	29	29	30			
September 2023					**January 2024**					**May 2024**				
				1	1*	2*	3	4	5			1	2	3
4*	5	6	7	8	8	9	10	11	12	6	7	8	9	10
11	12	13	14	15	15*	16	17	18	19	13	14	15	16	17
18	19	20	21	22	22	23	24	25	26++	20	21	22#	23<	24+
25	26	27	28	29	29	30	31			27*	28	29	30	31
October 2023					**February 2024**					**June 2024**				
2	3	4	5	6<				1	2					
9++	10	11	12	13	5	6	7	8	9	3	4	5	6	7
16	17	18	19	20	12*	13	14	15	16	10	11	12	13	14
23	24	25	26	27	19*	20	21	22	23	17	18	19*	20	21
30	31				26	27	28	29		24	25	26	27	28

School Begins

Non-Student/Non-Teacher Day

*** Holidays**

+ Teacher Day; No Students

++ Staff Development Day; No students

< End of the Quarter or Semester And Minimum Day for Students

Minimum Day for H.S. Students Only

Underlined Days (May 28-June 3) are subject to change to regular school days if it becomes necessary to bring the total school days up to State minimum.

Quarter	Days	Dates				
1	42	Aug	9	--	Oct	6
2	48	Oct	10	--	Dec	22
3	46	Jan	8	--	Mar	15
4	44	Mar	18	--	May	23

180 Student Days
185 Teacher Days

Progress Reports Due Fridays
10:00 a.m. at the site on:
September 15, 2023
November 9, 2023 (Thursday)
February 9, 2024
April 19, 2024

Grades Due Fridays
10:00 a.m. at the site on:
October 13, 2023
January 12, 2024
March 22, 2024
May 24, 2024

Board Approved: April 13, 2023

Anaheim Union High School District
2024-2025
Student/Teacher Calendar

July 2024				
1	2	3	4*	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

August 2024				
			1	2
5++	6+	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

September 2024				
2*	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

October 2024				
	1	2	3	4<
7++	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

November 2024				
				1
4	5	6	7	8
11*	12	13	14	15
18	19	20	21	22
25	26	27	28*	29*

December 2024				
2	3	4	5	6
9	10	11	12	13
16	17	18	19#	20<
23	24*	25*	26	27
30	31*			

January 2025				
		1*	2	3
6	7	8	9	10
13	14	15	16	17
20*	21	22	23	24
27	28	29	30	31++

February 2025				
3	4	5	6	7
10*	11	12	13	14
17*	18	19	20	21
24	25	26	27	28

March 2025				
3	4	5	6	7
10	11	12	13	14<
17	18	19	20	21
24	25	26	27	28*
31				

April 2025				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

May 2025				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21#	22<	23+
26*	27	28	29	30

June 2025				
2	3	4	5	6
9	10	11	12	13
16	17	18	19*	20
23	24	25	26	27
30				

School Begins

Non-Student/Non-Teacher Day

* Holidays

\+ Teacher Day; No Students

++ Staff Development Day; No students

< End of the Quarter or Semester And Minimum Day for Students

\# Minimum Day for H.S. Students Only

Underlined Days (May 27-June 2) are subject to change to regular school days if it becomes necessary to bring the total school days up to State minimum.

Quarter	Days	Dates				
1	42	Aug	7	--	Oct	4
2	48	Oct	8	--	Dec	20
3	46	Jan	6	--	Mar	14
4	44	Mar	17	--	May	22

180 Student Days
185 Teacher Days

Progress Reports Due Fridays
10:00 a.m. at the site on:
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November 8, 2024
February 7, 2025
April 18, 2025

Grades Due Fridays
10:00 a.m. at the site on:
October 11, 2024
January 10, 2025
March 21, 2025
May 23, 2025

Board Approved: April 13, 2023

ANAHEIM UNION HIGH SCHOOL DISTRICT

2022/23 COUNSELOR SALARY SCHEDULE

		BA + 45 or MA	BA + 60 & MA or Doctorate
STEPS	**I**	**II**	**III**
1	$70,458	$76,443	$83,295
2	$74,406	$80,396	$87,240
3	$78,360	$84,340	$91,194
4	$82,302	$88,294	$95,148
5	$86,260	$92,244	$99,098
6	$90,211	$96,201	$103,043
7	$94,159	$100,151	$107,001
8	$98,114	$104,095	$110,955
9	$102,066	$108,056	$114,910
10	$106,021	$112,009	$118,868
11	$109,980	$115,966	$122,809
LONGEVITY (Years of Credentialed Service in AUHSD-See Article 14.3.5)			
16	$115,500	$121,486	$128,329
21	$121,019	$127,006	$133,849
26	$129,326	$135,312	$142,155

Doctorate: $2,693

National Board Certification: $2,693

Miscellaneous Rate of Pay: $52.67 (Effective 7/1/23)

Initial Salary Placement: Initial placement for years of experience is based on the following:

1. A maximum of six (6) years of experience as a credentialed public school employee (excluding emergency permits and internship credentials), having worked a minimum of 75% of each work year.
2. A maximum of six (6) years of experience as a credentialed private school employee (excluding emergency permits and internship credentials), in a WASC accredited private school, having worked a minimum of 75% of each work year.

Years Experience	Placement
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees
Approved: Pending
Effective: July 1, 2022

ANAHEIM UNION HIGH SCHOOL DISTRICT
2022-2023

EXTRA SERVICE PAY SCHEDULE

JUNIOR HIGH AND SENIOR HIGH SCHOOL
COUNSELORS

1. **EL COORDINATOR STIPEND:** $1,653 per year - paid at the end of each semester.

   Refer to Appendix E-MOU–English Learner Coordinator Stipend. This agreement will begin with the 2013-2014 school year and continue until a new agreement is reached.

2. **ACTIVITIES**: To be paid half at the end of each semester. Counselors assigned to extra service positions in Junior High and Senior High Schools shall be compensated as explained in 14.2 of this Agreement.

Position	Total
Puente Coordinator	$1,200

3. **LEADERSHIP POSITIONS**: Counselors assigned to leadership positions in Junior High and Senior High Schools shall be compensated monthly as explained in 14.2 of this Agreement. Duties assigned are within the scope of the school day.

Position	Percentage
Junior High School Department Chairs	5.06
Senior High School Department Chairs	7.37

Unit members who egregiously fail to perform extra service pay assignment duties will not be paid extra service pay. Unit members who have abandoned the extra service pay assignment will be removed from the position.

APPENDIX C

ANAHEIM UNION HIGH SCHOOL DISTRICT
SMARTFIND EXPRESS SUBSTITUTE SYSTEM
Classified & Certificated Employee Quick Reference
INTERNET ACCESS INSTRUCTIONS

System Phone Number: **(714) 999-3516**

Help Desk Phone Number: **(714) 999-3550**

Write your Access ID here: **64-0000-** _ _ _ _ **or 64-000** _ _ _ _ _ (no leading zeros)

Write your PIN here: _____

Web Browser URL: **https:anaheimuhsd.eschoolsolutions.com**

SIGN IN

Open your browser and access the SmartFind*Express* Sign In page. Enter your Access ID and PIN.

PIN REMINDER

The "Trouble Signing In" link supports users who want to log into the system, but have forgotten their PIN. When this link is selected, the system displays the PIN Reminder Request page. The user's Access ID and the security code being displayed must be entered on this page. **Note:** *You must be registered with the system and have a valid email address in your profile to use this option.*

PROFILE

Information

- Review profile status and address information.

Update Email

- Enter or change email address. An email address is necessary to utilize the PIN reminder function.

Change Password

- Enter your current PIN followed by a new PIN twice and click Save.

SELECT ROLE

- For multi-role employees, click on the desired icon to access another profile. No need to log out of the system and back in again!

TO CREATE AN ABSENCE

Choose the *Create an Absence* link

Important Note: Items in Bold are <u>required</u> to complete an Absence.

- **Select the Location**
- **Select the Classification**
  - Choose from the drop-down menu
- **Select the Reason for this absence from the drop-down menu.**
  NOTE: *If you select a reason that requires administrator approval, the system displays a notification that the selected reason requires approval. You can continue with the job create with this reason or choose another reason. You can also provide an Approval Comment.* SFE will proceed with arranging a substitute while awaiting administrator approval.
- **Indicate if a substitute is required for this absence**
  - Choose Yes or No
- **Select Start and End Dates for your absence**
  - Enter the dates with forward slashes (MM/DD/YYYY) or use the calendar icon
- **Select Start and End Times for your absence. Default times are listed**
  - To change defaults, enter time in HH:MM am or pm format
  - Ensure that the correct time is entered. If the times for the substitute are different than the absence times, please enter the adjusted times
- Multiple Day (Recurring) Absence.
  - Your default work schedule is shown. Remove the checkmark(s) from the Work Days boxes that do not apply to this absence
  - Modify daily schedule and/or times for absence and substitute
- ***FOR CERTIFICATED EMPLOYEES ONLY***: Request a particular substitute
  - Enter the substitute's access ID number or use the Search feature to find the substitute by name
    - Indicate if the requested substitute has accepted this job
      - Yes = substitute is prearranged and will not be called and offered the job
      - No = call will be placed and the substitute will be offered the job
    - Enter special instructions for the substitute to view
    - Add File Attachment(s) to the job record, if desired. Up to 3 files can be added. The attachments can be lesson plans, slides, images or other file types. Files cannot exceed the maximum per file size limit.
- **Select the Continue button**

COMPLETE! You **MUST receive a Job Number** for your absence to be recorded in the system and to receive a substitute.

TO REVIEW/ CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS

Choose the *Review Absences* link to review past, present and future absences or to cancel an absence.
Follow these steps

- Select the format for absence display: List or Calendar view.
- Search for Jobs: Enter specific date range (MM/DD/YYYY) or Calendar icon, or enter job number or leave blank to return all your absences
- Select the *Search* Button
- Select the *Job Number* link to view job details on future jobs

From the Job Details screen

- Special instructions can be updated on future jobs. Modify the special instructions and select the *Save* button
- To cancel your job, select the *Cancel Job* button
- If a substitute is assigned to your absence and you want the system to notify them of the job cancellation (by calling them), place a checkmark in the box prior to the question "Notify the Substitute of Cancellation?"
- Select *Return to List* button to return to the job listing

---

SIGN OUT AND WEB BROWSER INFORMATION

At any time during the session, the *Sign Out* link can be selected to end the session and disconnect from SmartFind*Express*. Selecting the browser's back button or going to another site on the Internet does not disconnect the session from SmartFind*Express*.

To ensure security and privacy of information, use the *Sign Out* link to disconnect from SmartFind*Express,* and close the web browser when you finish with your session.

You can click the Help link to access Help Guides and How-to videos.

Important Note: *Do NOT use the browser's BACK button to navigate to screens.*
Navigation buttons are on the bottom of SmartFind*Express screens, such as the Return to List and Continue buttons.*

ANAHEIM UNION HIGH SCHOOL DISTRICT
SMARTFIND EXPRESS SUBSTITUTE SYSTEM
Classified & Certificated Employee Quick Reference
INTERNET ACCESS INSTRUCTIONS

System Phone Number: **(714) 999-3516**

Help Desk Phone Number: **(714) 999-3550**

Write your Access ID here: **64-0000-** _ _ _ _ **or 64-000** _ _ _ _ _ (no leading zeros)

Write your PIN here: _____

Web Browser URL: **https:anaheimuhsd.eschoolsolutions.com**

THE SYSTEM CALLS SUBSTITUTES DURING THESE TIMES:

	Today's Jobs	**Future Jobs**
Weekdays	Starts at 5:00 am	6:00 - 10:00 pm
Saturday	None	None
Sunday	None	6:00 - 10:00 pm
Holidays	None	6:00 - 10:00 pm

REASONS FOR ABSENCE (listed in order of voice prompt):

1. PERSONAL ILLNESS	15. VACANCY	20. ADMINISTRATIVE LEAVE	3. NON-DUTY DAY
10. PERSONAL WITHOUT PAY	16. FAMILY LEAVE	21. LTS-VACANCY	4. PERSONAL NECESSITY
11. SUBPOENA	17. GROWTH	22. LTS-PERSONAL LEAVE	7. WORKER'S COMP
12. MILITARY LEAVE	18. TRAGEDY LEAVE	23. LTS-MILITARY LEAVE	8. BEREAVEMENT
13. SABBATICAL	19. CHILD/PRNT/SPOUSE	24. UNION BUSINES	9. JURY DUTY
14. *VACATION	2. EXCUSED	25. FURLOUGH DAY	

Before any features are available, you must register with the system and create a PIN. The Access ID and PIN are used for all interactions with the system.

REGISTRATION

1. Enter your **Access ID** followed by the star (*) key.
2. Enter your **Access ID** again when it asks for your PIN followed by the star (*) key.
3. Record your name followed by the star (*) key.
4. Hear your work schedule. If this information is incorrect, complete the registration and then contact your Help Desk to correct.
5. You will be asked to select a new PIN. Enter a PIN at least six (6) digits in length followed by the star (*) key.

TELEPHONE ACCESS INSTRUCTIONS

1. Enter your **Access ID** followed by the star (*) key
2. Enter your **PIN** followed by the star (*) key

MENU OPTIONS

1 – Create an Absence
2 – Review, Cancel Absence or Modify Special Instructions
3 – Review Work Locations and Job Descriptions
4 – Change PIN, Re-record Name
9 – Exit and hang-up

TO CREATE AN ABSENCE

1. Enter dates for the absence
   PRESS 1 if the Absence is only for today
   PRESS 2 if the Absence is only for tomorrow
   PRESS 3 to Enter the dates and times for the absence
2. If you pressed 3 to Enter Dates and time
   Enter Start Date
   PRESS 1 to Accept the date offered
   PRESS 2 to Enter start date (MMDD)

3. Enter the reason from above followed by the star (*) key or wait for a list of reasons

FOR ***CERTIFICATED*** EMPLOYEES:	FOR ***CLASSIFIED*** EMPLOYEES:
4. Record Special Instructions **PRESS 1** to Record special instructions. Press the star (*) key when done **PRESS 2** to Bypass this step	4. Complete Absence **PRESS 1** to Receive the job number ***Record the Job Number. The Job Number is your confirmation.***
5. Is a Substitute Required? **PRESS 1** if a substitute is required **PRESS 2** if a substitute is not required	
6. If you **pressed 1**, a substitute is required	
7. If you **pressed 1**, a substitute is required **PRESS 1** to Request a particular substitute Enter the substitute access ID, followed by the star (*) key **PRESS 1** to Accept requested substitute **PRESS 1** if the Substitute should be called **PRESS 2** if the Substitute has already agreed to work and does not need to be called **PRESS 2** to Bypass requesting a substitute	
8. Complete Absence **PRESS 1** to Receive the job number ***Record the Job Number. The Job Number is your confirmation.***	

TO REVIEW/CANCEL ABSENCE OR MODIFY SPECIAL INSTRUCTIONS

Hear the job information
PRESS 1 to Hear absence information again
PRESS 2 to Modify special instructions
PRESS 3 to Cancel the absence

If you **pressed 3** to Cancel the job
PRESS 1 to Confirm the cancellation request
If a substitute is assigned to the absence
PRESS 1 for the System to call the assigned substitute
PRESS 2 to Not have the system call the substitute
Once you confirm a request to cancel the job, you **MUST** wait for the system to say ***"Job Number has been cancelled."***

TO CHANGE PIN or RE-RECORD NAME

PRESS 1 to Change your PIN
PRESS 2 to Change the recording of your name

MEMORANDUM OF UNDERSTANDING

Between the

Anaheim Union High School District (AUHSD)

and the

Anaheim Personnel and Guidance Association (APGA)

English Learner Coordinator Stipend

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree as follows:

An annual stipend will be paid to the English Learner (EL) Coordinator based on the number of EL students served at the site as determined by the CALPADS report in the fall of the current school year. The compensation will be determined using the following formula:

Number of EL Students Served	Annual Stipend
1-150	$600 base stipend
Each additional student above 150	$2.40 per student added to base stipend

The stipend will be paid in two equal semester payments.

The responsibilities and roles matrix for EL services will be provided to the EL Coordinators and all counselors by the Education Division each school year before or at the first EL Coordinator meeting.

If no counselor agrees to be the EL Coordinator, the principal will then meet with the site counseling team to discuss their shared roles and responsibilities in regards to EL students. The principal will follow up by meeting with the lead counselor to discuss and select one of the counselors to be the EL Coordinator and who will receive the stipend for that school year.

The duties and responsibilities of EL Coordinators will be provided to all counselors by Education Services at the beginning of each school year.

While this MOU is in effect, this agreement replaces Appendix C (Extra Service Pay Schedule) Item 2 (EL Stipend). All other contract language in Appendix C still applies.

This agreement will be effective for the 2015-2016 school year and replaces the previously negotiated MOU. The agreement will continue until a new agreement is reached.

This agreement is dated: March 22, 2016

Brad Jackson
Assistant Superintendent
Human Resources

Lacie Mounger
Co-President
APGA

Kyle Hendricksen
Co-President
APGA

APPENDIX E

MEMORANDUM OF UNDERSTANDING

Between the
Anaheim Union High School District (AUHSD)
and the
Anaheim Personnel and Guidance Association (APGA)

Health and Welfare Program Change Effective January 1, 2023

The Anaheim Union High School District (AUHSD) and the Anaheim Personnel and Guidance Association (APGA)agree to the following changes in the health and welfare program that were recommended by the AUHSD Insurance Committee. The following changes will be effective beginning January 1, 2023:

Medical Insurance

EPO
- Removal of the AIM Specialty Health radiology imaging review program

PPO
- Removal of the AIM Specialty Health radiology imaging review program

Prescription Coverage through Express Scripts, Inc.

- Implement Advanced Utilization Management with Advantage Plus Program (Step Therapy remains in the program)
- Upgrade the clinical management program from Advanced Utilization Management (AUM) Plus to AUM Unlimited. AUM uses Prior Authorization (PA), Step Therapy (ST), and Quantity Limit (QL) programs to gear members to the most cost effective and safe medications. AUM Unlimited adds nine (9) new drug class categories to the PA list and eight (8) new drug classes to ST list. Both PA and ST assume current utilizers will be Grandfathered.

The current maximum District contribution to the blended super composite rate is $16,244. For calendar year 2023, the maximum District contribution to the blended super composite rate will be $17,022.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: November 1, 2022

Brad Jackson (Nov 3, 2022 09:06 PDT)

Brad Jackson
Assistant Superintendent
Human Resources

Natalie Saldivar

Natalie Saldivar
Co-President
APGA

Cory Kretz
Cory Kretz (Nov 2, 2022 10:08 PDT)

Cory Kretz
Co-President
APGA

ANAHEIM UNION HIGH SCHOOL DISTRICT

Directions and Timeline Information
For
Counselor Evaluation

The counseling departments at each school site are encouraged to meet yearly to review the annual agreement. This meeting can take place at the end of the previous school year, during the summer, or the beginning of the school year. The annual agreement should be completed at this meeting, and a copy is given to all counselors in the department at the given school site.

INITIAL CONFERENCE:

- Prior to the initial conference, the counselor will review the annual agreement.
- The counselor will submit the proposed Individual Counselor Performance Plan to the administrator prior to September 1st.
- The administrator and counselor will review all standards and annual agreements, make any necessary modifications, and sign in agreement prior to September 30th.
- A copy of the signed form is given to the counselor, and the original will be filed on campus.

The administrator may use the Classroom/Educational Setting Observation form when observing the counselor during the school year. It is recommended that a copy of the observation form will be given to the counselor within five (5) working days of the observation. A report of the observation must be completed prior to the end of the first quarter and prior to the end of the second quarter.

FINAL RATING:

- Administrator will use any observation forms/notes to complete the school counselor performance evaluation.
- Each standard will be rated by the administrator (Unsatisfactory, Developing, Proficient) based on the scale on the form.
- Refinements must be made if a counselor is rated an Unsatisfactory; comments are encouraged for ratings Developing and Proficient.
- The administrator will determine a final rating of all evaluation categories as: Unsatisfactory, Developing, Proficient.
- The administrator will review the completed form with the counselor two weeks prior to the end of the school year.
- The final rating form will be signed by the administrator and counselor at this meeting.
- The counselor's signature will indicate that they have received a copy of the evaluation form, and will identify if there will be a rebuttal or waiver of rebuttal.
- Rebuttal comments, if necessary, must be submitted by the counselor to the administrator, within five (5) working days.

Standard 1: The professional school counselor plans, organizes and delivers the school counseling program.

1.1 A comprehensive, assessment-based, results-driven school counseling program is designed to meet the needs of the school.
1.2 The school counseling program supports the academic, personal/social, and career development of all students.
1.3 The professional school counselor demonstrates positive interpersonal relationships with students.
1.4 The professional school counselor demonstrates positive interpersonal relationships with educational staff.
1.5 The professional school counselor demonstrates positive interpersonal relationships with parents and guardians.

Standard 2: The professional school counselor implements the core counseling curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.

2.1 The professional school counselor teaches core counseling curriculum effectively.
2.2 The professional school counselor develops materials and instructional strategies to meet the student needs and school goals.
2.3 The professional school counselor encourages staff involvement to ensure the effective implementation of the core counseling curriculum.

Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of educational and career plans.

3.1 The professional school counselor, in collaboration with parents or guardians, help students establish goals and develop and use planning skills.
3.2 The professional school counselor demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.

Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.

4.1 The professional school counselor counsels individual students and small groups of students with identified needs and concerns.
4.2 The professional school counselor consults effectively with parents or guardians, teachers, administrators and other relevant individuals.
4.3 The professional school counselor implements an effective, data-driven referral process with administrators, teachers and other school personnel.

Standard 5: The professional school counselor provides system support through effective school counseling program management and support for other educational programs.

5.1 The professional school counselor provides a comprehensive and balanced school counseling program in collaboration with school staff.
5.2 The professional school counselor provides support for other school programs.

Standard 6: The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.

6.1 The professional school counselor discusses the qualities of the school counselor management system with the other members of the counseling staff and has agreement.
6.2 The professional school counselor creates core curriculum and intentional guidance action plans based on the needs of the school.
6.3 The professional school counselor discusses the program results anticipated when implementing the action plans for the school year.

Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery of services of the school counseling program and solicits feedback to support program design.

7.1 The professional school counselor shares the school counseling program goals, service delivery, and results with the school site staff, administration, district level personnel and the governing board.
7.2 The professional school counselor communicates the use of data to identify, address, and monitor academic and behavioral needs of the students and share the results.
7.3 The professional school counselor creates and shares relevant school counseling program information and results with parents and the school community.

Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.

8.1 The professional school counselor uses school data to make decisions regarding student choice of classes and special programs.
8.2 The professional school counselor uses data from the counseling program to make decisions regarding program revisions.
8.3 The professional school counselor analyzes data to ensure every student has equity and access to a rigorous academic curriculum.
8.4 The professional school counselor understands and uses data to establish goals and activities to close the achievement gap.

Standard 9: The professional school counselor monitors student on a regular basis as they progress in school.

9.1 The professional school counselor is accountable for using monitoring every student's progress.
9.2 The professional school counselor implements monitoring systems appropriate to the individual school.
9.3 The professional school develops appropriate interventions for students as needed and monitor their progress.

Standard 10: The professional school counselor uses time and calendars to implement an efficient program.

10.1 The professional school counselor uses a master calendar and action plans to establish school counseling programs and activities throughout the year.
10.2 The professional school counselor distributes the master calendar to parents or guardians, staff and students.
10.3 The professional school counselor posts a weekly or monthly calendar.
10.4 The professional school counselor analyzes time spent providing direct service to students.

Standard 11: The professional school counselor develops a results-based evaluation for the program.

11.1 The professional school counselor measures results attained from core counseling curriculum and closing the gap activities.
11.2 The professional school counselor shares the results of the program evaluation with the school staff, administration, and district personnel.
11.3 The professional school counselor works with members of the counseling team and with the principal to clarify how programs are evaluated and how results are shared.

Standard 12: The professional school counselor conducts a yearly program audit.

12.1 The professional school counselor completes a program audit to determine the degrees to which the school counseling program is being implemented.
12.2 The professional school counselor shares the results of the program audit with the advisory council.

12.3 The professional school counselor uses the yearly audit to make changes in the school counseling program and calendar for the following year.

Standard 13: The professional school counselor is a student advocate, leader, collaborator and a system change agent.

13.1 The professional school counselor promotes the academic success of every student.
13.2 The professional school counselor promotes equity and access for every student.
13.3 The professional school counselor takes a leadership role within the counseling department, the school setting and the community.
13.4 The professional school counselor understands reform issues and works to close the achievement gap.
13.5 The professional school counselor collaborates with teachers, parents and the community to promote the academic success of students.
13.6 The professional school counselor builds effective teams by encouraging collaboration among all school staff.
13.7 The professional school counselor uses data to recommend systemic change in the policy and procedures that limit or inhibit academic achievement

Annual Agreement

School Counselor_____Year_____

School Counseling Program Mission Statement

School Counseling Program Goals

The school counseling program will focus on the following achievement, attendance and/or behavior goals this year. Details of activities promoting these goals are found in the curriculum, small-group and closing-the-gap action plans.

Program Goal Statements	
1	
2	
3	

Use of Time

I plan to spend the following percentage of my time delivering the components of the school counseling program. All components are required for a comprehensive school counseling program.

	Planned Use			Recommended
Direct Services to Students	____ percent	School counseling core curriculum	Provides developmental curriculum content in a systematic way to all students	80 percent or more
	____ percent	Individual student planning	Assists students in the development of educational, career and personal plans	
	____ percent	Responsive services	Addresses the immediate concerns of students	
Indirect Services for Students	____ percent	Referrals, consultation and collaboration	Interacts with others to provide support for student achievement	
Program Planning and School Support	____ percent	Foundation, management and accountability and school support	Includes planning and evaluating the school counseling program and school support activities	20 percent or less

Advisory Council

The school counseling advisory council will meet on the following dates.

Planning and Results Documents

The following documents have been developed for the school counseling

☐ program. Annual calendar
☐ Closing-the-gap action plans
☐ Curriculum action plan
☐ Results reports (from last year's
☐ action plans) Small-group action plan

Professional Development

I plan to participate in the following professional development based on school counseling program goals and my school counselor competencies self-assessment.

Caseload and School Counselor's Responsibilities

Indicate how students are assigned to the school counselor's caseload and the specific responsibilities assumed by the school counselor.

Caseload Defined by:		Alpha: last names beginning with _____ to _____
		Grade level: students in grades: _____
		All students in building
		Other:
School Counselor Responsibilities		**Direct Student Services**
		School Counseling Core Curriculum
		Academic Advisement
		Individual Student Planning
		Responsive Services
		Individual Counseling
		Small Groups
		Crisis Response
		direct Student Services
		Referrals to Community Agencies
		Special Programs
		Other

Professional Collaboration and Responsibilities

Choose all that apply.

Group	Weekly/Monthly	Coordinator
School Counseling Team Meetings		
Administration/School Counseling Meetings		
Student Support Team Meetings		
Department Chair Meetings		
School Improvement Team Meetings		
District School Counseling Meetings		
Other		

Budget Materials and Supplies Annual

budget: $_____

Materials and supplies needed:

`

School Counselor Availability/Office Organization

The school counseling office will be open for students/parents/teachers from _____ to_____.

My hours will be from_____to_____(if flexible scheduling is used).

The career center will be open from_____to_____

Role and Responsibilities of Other Staff and Volunteers

School counseling department assistant_____

Attendance assistant clerk _____

Data manager/registrar_____

Career and college center assistant _____

Other staff _____

Volunteers_____

School Counselor Signature _____

Principal Signature _____

Date _____

Counselor Core Curriculum Template

School Counselor:_____Date: _____

Activity:_____

Grade(s): _____

ASCA Mindsets & Behaviors (Domain/Standard):

_____

_____

Learning Objective(s) (aligns with competency):

1. _____

2. _____

3. _____

Materials: _____

_____

Procedure/Strategies:_____

_____

_____

Plan for Evaluation: How will each of the following be collected?

Process Data: _____

_____

_____

Perception Data: _____

_____

Outcome Data: _____

_____

Follow-Up: _____

_____

Reflection Sheet

To be completed by counselor at the end of 1st and 2nd quarter.

Name:_____ School:_____

Date:_____ Supervisor_____

1. As I reflect on the counseling services provided, to what extent were the audience productively engaged? How do I know?

2. How and will this activity/service improve academic, career, personal/social decisions?

3. Did I adjust my goals or my work plan if needed? Why? How?

4. If I had the opportunity to provide these counseling services again, to this same audience what would I do differently? Why?

AUHSD School Counselor Performance Rubric

Counselor's Name: _____ **Date:** _____

Key: Range of performance at each level	**Unsatisfactory**	**Developing**	**Proficient**

Standard 1: The professional school counselor plans, organizes and delivers the comprehensive school counseling program.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
1.1 A comprehensive, assessment-based, results-driven school counseling program is designed to meet the needs of the school.	Counselor lacks knowledge of the principles of developmental stages and program development.	Counselor demonstrates adequate knowledge of developmental stages and contributes to program development.	Counselor demonstrates thorough knowledge of developmental stages and principles and competently applies this knowledge in the development of K-12 comprehensive counseling programs.
1.2 The school counseling program supports the academic, personal/social, and career development of all students.	Counselor does not support academic, personal/social, and career development of all students.	Counselor supports academic, personal/social, and career development to some students.	Counselor supports academic, personal/social, and career development to all students.
1.3 The professional school counselor demonstrates interpersonal relationships with students.	Counselor interaction with at least some students is negative, demeaning, sarcastic, or inappropriate for the age or culture of the students. Students exhibit disrespect for the counselor.	Counselor-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for the counselor.	Counselor-student interactions are friendly and demonstrate general worth, caring and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for the counselor.
1.4 The professional school counselor demonstrates positive interpersonal relationships with educational staff.	Counselor's relationships with colleagues are negative or self-serving.	Counselor maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues. Counselor takes initiative in assuming leadership among the faculty.
1.5 The professional school counselor demonstrates positive interpersonal relationships with parents/guardians.	Counselor fails to establish working relationships with parents or guardians.	Counselor attempts to establish working relationships with parents or guardians.	Counselor is highly skilled in establishing rapport with parents and guardians, developing partnerships in working for student interests.

Standard 2: The professional school counselor implements the counseling core curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
2.1 The professional school counselor teaches the counseling curriculum units effectively.	Counselor fails to utilize appropriate instructional skills and strategies.	Counselor has some ability to employ instructional strategies.	Counselor develops and implements instructional strategies that engage all students.
2.2 The professional school counselor develops materials and instructional strategies to meet student needs and school goals.	Counselor lacks knowledge or experience with group guidance.	Counselor displays adequate knowledge of group guidance practices and can assist in implementing programs.	Counselor displays extensive knowledge of group guidance practices and can function as a resource for group guidance programs.
2.3 The professional school counselor encourages staff involvement to ensure the effective implementation of the counseling curriculum.	School counselor demonstrates minimal willingness or ability to encourage staff implementation of counseling curriculum.	School counselor often encourages staff and aids in the implementation of counseling curriculum, consistently.	School counselor consistently encourages staff and aids in the implementation of counseling curriculum.

Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents through the development of educational and career plans.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
3.1 The professional school counselor, in collaboration with parents, helps students establish goals and develop and use planning skills.	Counselor lacks ability to guide students in assessing their own strengths and weaknesses.	Counselor generally displays ability to guide students in appropriate assessment activities.	Counselor is proactive in seeking opportunities for students to reflect on and assess their strengths and weaknesses. Counselor contributes to development of appropriate programs within the department.
3.2 The professional school counselor demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.	Counselor uses test information inappropriately.	Counselor can use test scores appropriately.	Counselor has a highly developed sense of appropriate use and application of a wide range of test scores.

Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
4.1 The professional school counselor counsels' individual students and groups of students with identified needs/concerns.	Counselor interaction with at least some students is negative, demeaning, sarcastic, or inappropriate for the age or culture of the students. Students exhibit disrespect for the counselor.	Counselor-teacher interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for the counselor.	Counselor-student interactions are friendly and demonstrate general warmth, caring and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for the counselor.
4.2 The professional school counselor consults effectively with parents, teachers, administrators, and other relevant individuals.	Counselor makes little effort to facilitate communication with parents/guardians.	Counselor establishes rapport and cooperative relationships in most situations.	Counselor is highly skilled in establishing rapport with parents and guardians, developing partnership in working for student interests.
4.3 The professional school counselor implements an effective referral process with administrators, teachers and other school personnel.	Counselor lacks awareness of the need to communicate with administrators relative to situations of concern.	Counselor has some awareness of situations that indicate a need to communicate with appropriate personnel.	Counselor is proactive in communicating with administrators regarding current and potential issues for concern.

Standard 5: The professional school counselor provides systems support through effective counseling program management and support for other educational programs.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
5.1 The professional school counselor provides a comprehensive and balanced guidance program in collaboration with school staff.	Counselor lacks knowledge of the principles of developmental guidance and program development.	Counselor demonstrates some knowledge of the principles of developmental guidance and can participate in program development.	Counselor demonstrates thorough knowledge of developmental guidance principles and readily applies this knowledge in active development of programs.
5.2 The professional school counselor provides support for other school programs.	Counselor avoids becoming involved in school and district projects.	Counselor participates in school and district projects when specifically asked.	Counselor volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project.

Standard 6: The professional school counselor has discussed the counseling department management system and the program action plans with the school administrator.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
6.1 The professional school counselor has discussed the qualities of the counselor management system with the other members of the counseling staff and has agreement.	Counselor lacks awareness of the need to communicate with administrators relative to situations of concern.	Counselor has some awareness of situations that indicate a need to communicate with appropriate personnel.	Counselor is proactive in communicating with administrators regarding current and potential issues for concern.
6.2 The professional school counselor created core curriculum and intentional guidance action plans based on the needs of the school.	Counselor does not create curriculum based on student needs.	Counselor sometimes uses data based on site needs when creating core curriculum.	Counselor provides data to support decision making when creating core curriculum and intentional guidance action plans.
6.3 The professional school counselor has discussed the program results that will be obtained on the action plans for the school year.	The school counselor does not discuss the results with administrators.	The counselor has limited understanding and discussion with administrators.	The counselor discusses the program results and how to implement program changes to meet student needs with the administrator.

Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery of services of the school counseling program and solicits feedback to support program design.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
7.1 The professional school counselor shares the school counseling program and goals, service delivery, and results with the school site staff, administration, district level personnel and the school board.	Counselor has limited ability to counsel students in understanding their educational and career options.	Counselor is usually able to counsel students in understanding educational and career options and has a developing awareness of the full range of options.	Counselor is highly competent in counseling students in understanding educational and career options and serves as a resource and leader within the department.
7.2 The professional school counselor communicates the use of data to identify, address, and monitor academic and behavioral needs of the students and share the results.	Counselor's decisions are not data driven.	The counselor collects program data	Counselor collects and uses the data to meet student needs and implement program action plans.

7.3 The professional school counselor created and shares relevant school counseling program information and results with parents and the school community.	Counselor does not share results.	Counselor understands the need to share results and shares results.	Counselor shares results with parents and the school community.

Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
8.1 The professional school counselor uses data to make decisions regarding student choice of classes and special programs.	Counselor's decisions are not data drive.	The counselor collects student data.	The counselor collects and uses the data to meet student needs and implement program action plans.
8.2 The professional school counselor uses data from the counseling program to make decisions regarding program revisions.	Counselor's decisions are not data driven.	The counselor collects program data.	The counselor collects and uses the data to meet student needs and implement program action plans.
8.3 The professional school counselor analyzes data to ensure every student has equity and access to a rigorous academic curriculum.	Counselor does not use data.	The counselor collects student data.	The counselor collects and uses the data to meet student needs and implement program action plans.
8.4 The professional school counselor understands and uses data to establish goals and activities to close the achievement gap.	Counselor does not use data.	The counselor collects program data.	The counselor collects and uses the data to meet student needs and implement program action plans.

Standard 9: The professional school counselor monitors students on a regular basis as they progress in school.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
9.1 The professional school counselor is accountable for monitoring the progress of every student.	Counselor has no clear focus, orientation or philosophy regarding his/her role or mission.	Counselor demonstrates an operational philosophy. There is a philosophical basis for role and practice.	Counselor applies and articulates a professional philosophy in practice and consultation. This philosophy is responsive to change.

9.2 The professional school counselor implements monitoring activities appropriate to his/her own school.	Counselor lacks ability to guide students in assessing their own strengths and weaknesses.	Counselor generally displays ability to guide students in appropriate assessment activities.	Counselor is proactive in seeking opportunities for students to reflect on and assess their strengths and weaknesses. Counselor contributes to development of appropriate programs within the department.
9.3 The professional school counselor develops appropriate interventions for students as needed and monitors their progress.	Counselor fails to develop interventions or monitor students' progress.	Counselor demonstrates some ability to implement and monitor student progress.	Counselor matches appropriate interventions and strategies and monitors student progress.

Standard 10: The professional school counselor uses time and calendar to implement an efficiently program.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
10.1 The professional school counselor uses a master calendar to plan activities through the year.	Counselor is unable to determine appropriate priorities or unwilling to respond to institutional needs. Counselor lacks flexibility.	Counselor can usually determine priorities. Counselor displays some ability to assess priorities in response to crisis situations.	Counselor routinely sets priorities appropriately. Counselor maintains flexibility in balancing routine tasks with crisis situations.
10.2 The professional school counselor distributes the master calendar to parents or guardians, staff and students.	Counselor does not share master calendar.	Counselor shares master calendar with some stakeholders.	Counselor routinely shares master calendar to parents/guardian, staff and students.
10.3 The professional school counselor posts a weekly or monthly calendar.	Counselor does not post calendar.	Counselor sometimes posts weekly or monthly calendar.	Counselor consistently posts weekly or monthly calendar.
10.4 The professional school counselor analyzes his/her time spent providing direct service to students.	Counselor does not input time into the management system.	Counselor inputs data into the management system but does not analyze information to adjust accordingly.	Counselor routinely enters data and the time spent in each of the four areas of the management system and adapts and changes programming.

Standard 11: The professional school counselor has developed a results evaluation for the program.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
11.1 The professional school counselor measures results attained from core counseling curriculum and closing the gap activities.	No results are gathered.	Counselor included all students in results but did not analyze the information.	All students are included and the data is interpreted and used for program improvement.
11.2 The professional school counselor shares the results of the program evaluation with the school staff, administration, and district personnel.	Counselor does not recognize and/or understand the need for program evaluation.	Counselor understands the need and implements program changes but does not analyze the results if the changes. Counselor works with other staff to collect the results.	Through a collaborative effort, the counselor understands, implements, analyzes and re-evaluates the program on a yearly basis.
11.3 The professional school counselor works with members of the counseling team and with the principal to clarify how programs are evaluated and how results are shared.	Counselor lacks ability to work with counseling team and principal. No results were shared.	Counselor generally displays ability to work with counseling team and principal. Some results were shared.	The counselor collaborates with counseling team and principal and utilizes the results to make changes.

Standard 12: The professional school counselor conducts a yearly program audit.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
12.1 The professional school counselor develops an audit tool.	No audit was developed.	The counselor understands the need to develop an audit tool but is unsure how to develop the tool.	The counselor collaborates with counselor, administrator, parent, psychologists, and students to develop audit programs and analyzes the results of the audit.
12.2 The professional school counselor performs a yearly program audit that includes the results of all the program components.	No audit was performed.	The professional school counselor provides a yearly program audit that includes the results of all the program components.	The professional school counselor uses the yearly audit to make changes in the school counseling program for the following year.
12.3 The professional school counselor uses the yearly audit to make changes in the school counseling program for the following year.	No audit was performed.	The counselor understands the audit information but does not utilize it.	The counselor understands and utilizes the audit information to make changes to the counseling program and shares the information with the advisory board to initiate changes.

Standard 13: The professional school counselor is a student advocate, leader, collaborator and a systems change agent.

ELEMENT	UNSATISFACTORY	DEVELOPING	PROFICIENT
13.1 The professional school counselor promotes academic success of every student.	Counselor lacks ability to guide students in assessing their own strengths and weaknesses.	Counselor generally displays ability to guide students in appropriate assessment activities.	Counselor is proactive in seeking opportunities for students to reflect on and assess their strengths and weaknesses. Counselor contributes to development of appropriate programs within the department.
13.2 The professional school counselor promotes equity and access for every student.	Counselor contributes to school practices that result in some students being ill served by the school.	Counselor does not knowingly contribute to some students being ill served by the school.	Counselor makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school.
13.3 The professional school counselor takes a leadership role within the counseling department, the school setting and the community.	Counselor avoids becoming involved in school and district events and projects.	Counselor participates in school, district and community events and projects when specifically asked.	Counselor volunteers to participate in school, district and community events and projects, making a substantial contribution.
13.4 The professional school counselor understands reform issues and works to close the achievement gap.	Counselor is resistant to the need for change in meeting expectations of the district and community. Counselor contributes to school practices that result in some students being ill served by the school.	Counselor is flexible and open to change as the need is presents. Counselor does not knowingly contribute to some students being ill served by the school.	Counselor is a leader in advocating for change in response to the needs of the school and community. Counselor makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school.
13.5 The professional school counselor collaborates with teachers, parents and the community to promote academic success of students.	Counselor makes little effort to facilitate communication with parents/guardians, colleagues and community partnerships.	Counselor usually communicates appropriately with parents/guardians, colleagues and community partnerships to fulfill the duties that the school or district requires.	Counselor establishes rapport and supports cooperative relationships with parents, colleagues and community partnerships in working for student interests.
13.6 The professional school counselor builds effective teams by encouraging collaboration among all school staff.	Counselor's relationships with colleagues are negative or self-serving.	Counselor maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.
13.7 The professional school counselor uses data to recommend systemic change in policies and procedures that limit or inhibit academic achievement.	Counselor is resistant to the need for change in meeting expectations of the district and community.	Counselor is flexible and open to change as the need is presented.	Counselor is a leader in advocating for change in response to the needs of the school and community.

Anaheim Union High School District

School Counselor Performance Evaluation

Based on the American School Counselor Association National Model™

School Counselor Name: _____ Date: _____

Evaluator Name: _____ Position: _____

Directions:

1. For each of the performance standards, rate the counselor using the following scale by placing an "X" in the appropriate box.

Unsatisfactory	Developing	Proficient

2. Also, include any relevant comments for each of the thirteen standards and for the school counselor's overall performance.

Description	U	D	P
Standard 1: The professional school counselor plans, organizes and delivers the school counseling program.			
1.1 A comprehensive, assessment-based, results-driven school counseling program is designed to meet the needs of the school.			
1.2 The school counseling program supports the academic, personal/social, and career development of all students.			
1.3 The professional school counselor demonstrates positive interpersonal relationships with students.			
1.4 The professional school counselor demonstrates positive interpersonal relationships with educational staff.			
1.5 The professional school counselor demonstrates positive interpersonal relationships with parents and guardians.			
Overall Rating for Standard 1			
Reinforcement/Refinement:			
Standard 2: The professional school counselor implements the core counseling curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.			
2.1 The professional school counselor teaches core counseling curriculum effectively.			
2.2 The professional school counselor develops materials and instructional strategies to meet the student needs and school goals.			
2.3 The professional school counselor encourages staff involvement to ensure the effective implementation of the core counseling curriculum.			
Overall Rating for Standard 2			
Reinforcement/Refinement:			
Standard 3: The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of educational and career plans.			
3.1 The professional school counselor, in collaboration with parents or guardians, help students establish goals and develop and use planning skills.			
3.2 The professional school counselor demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.			

Overall rating for Standard 3			
Reinforcement/Refinement:			
Standard 4: The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.			
4.1 The professional school counselor counsels individual students and small groups of students with identified needs and concerns.			
4.2 The professional school counselor consults effectively with parents or guardians, teachers, administrators and other relevant individuals.			
4.3 The professional school counselor implements an effective, data-driven referral process with administrators, teachers and other school personnel.			
Overall Rating for Standard 4			
Reinforcement/Refinement:			
Standard 5: The professional school counselor provides system support through effective school counseling program management and support for other educational programs.			
5.1 The professional school counselor provides a comprehensive and balanced school counseling program in collaboration with school staff.			
5.2 The professional school counselor provides support for other school programs.			
Overall Rating for Standard 5			
Reinforcement/Refinement:			
Standard 6: The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.			
6.1 The professional school counselor discusses the qualities of the school counselor management system with the other members of the counseling staff and has agreement.			
6.2 The professional school counselor creates core curriculum and intentional guidance action plans based on the needs of the school.			
6.3 The professional school counselor discusses the program results anticipated when implementing the action plans for the school year.			
Overall Rating for Standard 5			
Reinforcement/Refinement:			
Standard 7: The professional school counselor is responsible for communicating the mission, program goals, and delivery of services of the school counseling program and solicits feedback to support program design.			
7.1 The professional school counselor shares the school counseling program goals, service delivery, and results with the school site staff, administration, district level personnel and the governing board.			
7.2 The professional school counselor communicates the use of data to identify, address, and monitor academic and behavioral needs of the students and share the results.			

7.3 The professional school counselor creates and shares relevant school counseling program information and results with parents and the school community.			
Overall Rating for Standard 7			
Reinforcement/Refinement:			
Standard 8: The professional school counselor collects and analyzes data to guide program direction and emphasis.			
8.1 The professional school counselor uses school data to make decisions regarding student choice of classes and special programs.			
8.2 The professional school counselor uses data from the counseling program to make decisions regarding program revisions.			
8.3 The professional school counselor analyzes data to ensure every student has equity and access to a rigorous academic curriculum.			
8.4 The professional school counselor understands and uses data to establish goals and activities to close the achievement gap.			
Overall Rating for Standard 8			
Reinforcement/Refinement:			
Standard 9: The professional school counselor monitors student on a regular basis as they progress in school.			
9.1 The professional school counselor is accountable for using monitoring every student's progress.			
9.2 The professional school counselor implements monitoring systems appropriate to the individual school.			
9.3 The professional school develops appropriate interventions for students as needed and monitor their progress.			
Overall Rating for Standard 9			
Reinforcement/Refinement:			
Standard 10: The professional school counselor uses time and calendars to implement an efficient program.			
10.1 The professional school counselor uses a master calendar and action plans to establish school counseling programs and activities throughout the year.			
10.2 The professional school counselor distributes the master calendar to parents or guardians, staff and students.			
10.3 The professional school counselor posts a weekly or monthly calendar.			
10.4 The professional school counselor analyzes time spent providing direct service to students.			
Overall Rating for Standard 10			
Reinforcement/Refinement:			
Standard 11: The professional school counselor develops a results-based evaluation for the program.			
11.1 The professional school counselor measures results attained from core counseling curriculum and closing the gap activities.			
11.2 The professional school counselor shares the results of the program evaluation with the school staff, administration, and district personnel.			

11.3 The professional school counselor works with members of the counseling team and with the principal to clarify how programs are evaluated and how results are shared.			
Overall Rating for Standard 11			
Reinforcement/Refinement:			
Standard 12: The professional school counselor conducts a yearly program audit.			
12.1 The professional school counselor completes a program audit to determine the degrees to which the school counseling program is being implemented.			
12.2 The professional school counselor shares the results of the program audit with the advisory council**.**			
12.3 The professional school counselor uses the yearly audit to make changes in the school counseling program and calendar for the following year.			
Overall Rating for Standard 12			
Reinforcement/Refinement:			
Standard 13: The professional school counselor is a student advocate, leader, collaborator and a system change agent.			
13.1 The professional school counselor promotes the academic success of every student.			
13.2 The professional school counselor promotes equity and access for every student.			
13.3 The professional school counselor takes a leadership role within the counseling department, the school setting and the community.			
13.4 The professional school counselor understands reform issues and works to close the achievement gap.			
13.5 The professional school counselor collaborates with teachers, parents and the community to promote the academic success of students.			
13.6 The professional school counselor builds effective teams by encouraging collaboration among all school staff.			
13.7 The professional school counselor uses data to recommend systemic change in the policy and procedures that limit or inhibit academic achievement.			
Overall Rating for Standard 13			
Reinforcement/Refinement:			

OVERALL PERFORMANCE RATING: UNSATISFACTORY ____ DEVELOPING ____ PROFICIENT ____

Reinforcement:

Refinement:

Evaluee's signature indicates that the evaluation has been read and discussed. It does not necessarily indicate agreement with evaluation. In the event of any disagreement, the employee has the right to present his/her point of view by submitting a response within ten (10) days to the evaluator.

_____		_____	
School Counselor	**Date**	**Evaluator**	**Date**

Distribution: ____ Administrator _____ School Counselor ____ Personnel File

Counselor Performance Improvement Plan

Counselors Name:_____

Supervisor: _____ School:_____ Date:_____
*Developed in cooperation with administrator, counselor, and association representative

1. Area (s) of Deficiency:
Performance Standard (s) _____ Concerns:

2. Supervisor's Expectations:

3. Assistance to be provided to counselor in meeting expectations:

4. Timeline:

Counselor Signature:_____ Date:_____
Administrator Signature:_____ Date:_____
Association Member Signature:_____ Date:_____

Original to Counselor **Copy to Supervisor** **Copy to Human Resources**

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

PUPIL-TO-COUNSELOR RATIO

The Anaheim Personnel and Guidance Association (APGA) and the District agree to meet to discuss concerns about Pupil-to-Counselor ratios and look at options to continue reducing these ratios in the 2015-2016 and subsequent school years. These meetings will occur prior to May 1 of each school year.

This agreement will remain in effect for the 2022-2023, 2023-2024, and 2024-2025 school years and will continue until a new agreement is reached.

This agreement is dated: April 26, 2023

Brad Jackson (Apr 28, 2023 15:56 PDT)

Brad Jackson
Assistant Superintendent
Human Resources

Lacie Mounger

Lacie Mounger
President
APGA

APPENDIX H

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTIRCT (AUHSD)

AND

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

COUNSELOR ON SPECIAL ASSIGNMENT

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to the creation of a Counselor on Special Assignment (COSA) position subject to the following provisions:

Duration

The duration of this MOU is from July 1, 2021 through June 30, 2025.

Job Description

- Support each school's counseling team in the process of implementation and execution of the AUHSD Educational Pledge
- Serves as liaison between counselors and district management
- Assists in the coordination of professional development activities for counselors, and may be expected to provide direct training as needed
- Assists counselors and the school's site administrator in assessing their needs and supports implementing a comprehensive guidance program that addresses the academic, career, and personal/social development of all students
- Assists in the coordination of professional development activities with counselors and provides support in promoting the academic, career, and personal/social development of students
- Assists in the re-design of the counseling evaluation tool and support the director with the maintenance and monitoring of the evaluation tools effectiveness
- Supports the director in facilitating district all-counseling and lead counseling meetings
- Facilitates the counselor task force, designed to establish and improve best practices
- Work with local universities to recruit counseling interns
- Performs other counselor specific duties, as required

WORKING HOURS

10.1 Hours - General – Current contract language as stated per article 10.1 will apply.

10.2 Assigned Days of Work – current contract language as stated per article 10.2 with the addition of up to 13 additional work days.

APPENDIX I

Extra Service Pay

Appendix C (3)-The COSA will receive a stipend consistent with the Extra Pay Schedule for Senior High School Department Chairs.

Return Rights

The COSA will have return rights to their previous position and site, including any extra service pay positions referenced in Appendix C of the collective bargaining agreement, during the duration of the MOU under the following condition:

- If the proposed return occurs at the beginning of the school year, the COSA must notify the District in writing of the intent to return no later than 45 calendar days before the end of the previous school year.

If, during the duration of the MOU, a vacant counselor position exists in the District, the COSA may apply for a transfer to the position per Article 9.3: Voluntary Transfers of the collective bargaining agreement.

If the duration of the MOU is extended, the COSA will not maintain return rights to any previous site nor will they retain return rights to any previously held extra service pay positions referenced in Appendix C (3). However, they will maintain return rights to a counselor position in the District once a vacancy exists. Article 9: Transfer Procedures will apply to that transfer.

For any other situations involving the COSA returning to a counselor position, Article 9: Transfer Procedures will apply.

Backfilling the Vacant Counselor Position

The vacant counselor position created by the filling of the COSA position will be filled on a temporary basis without a posting.

This MOU is dated: April 26, 2023

Brad Jackson
Brad Jackson (May 2, 2023 08:52 PDT)
Brad Jackson
Assistant Superintendent
Human Resources

Lacie Mounger
Lacie Mounger
President
APGA

APPENDIX I

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

COUNSELOR ON SPECIAL ASSIGNMENT (SEL)

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to the creation of a Counselor on Special Assignment (COSA) position subject to the following provisions:

Duration

The duration of this MOU is from May 1, 2023 through June 30, 2024.

Job Description

- Collaborate with Waymakers to implement the Elevate Youth grant focused on drug and alcohol prevention programs at four pilot schools.
- Work with the site mental health leads, site social worker, and other team members to implement a school site alternative to the suspension program.
- Work with each junior high school to implement youth development activities focused on mental health, drug prevention, safety, and violence prevention.
- Support high schools in structuring or implementing mental health clubs on campus, mental health campaigns, etc.
- Develop reports and maintain data specified by the grant and the department.
- Communicates and documents efforts designed to track efforts and support the improvement and sustainability of the position and program.
- Attend district office team meetings, site meetings, or community meetings as needed to implement programs specified.
- Other duties focused on building Tier I supports.
- Perform other duties deemed necessary to serve the students, families, and staff.

WORKING HOURS

10.1 Hours - General – Current contract language as stated per article 10.1 will apply.

Return Rights

The COSA will have return rights to their previous position and site, including any extra service pay positions referenced in Appendix C of the collective bargaining agreement, during the duration of the MOU under the following condition:

- If the proposed return occurs at the beginning of the school year, the COSA must notify the District in writing of the intent to return no later than 45 calendar days before the end of the previous school year.

If, during the duration of the MOU, a vacant counselor position exists in the District, the COSA may apply for a transfer to the position per Article 9.3: Voluntary Transfers of the collective bargaining agreement.

If the duration of the MOU is extended, the COSA will not maintain return rights to any previous site nor will they retain return rights to any previously held extra service pay positions referenced in Appendix C (4). However, they will maintain return rights to a counselor position in the District once a vacancy exists. Article 9: Transfer Procedures will apply to that transfer.

For any other situations involving the COSA returning to a counselor position, Article 9: Transfer Procedures will apply.

Backfilling the Vacant Counselor Position

The vacant counselor position created by the filling of the COSA position will be filled on a temporary basis without a posting.

This MOU is dated: April 26, 2023

Brad Jackson
Assistant Superintendent
Human Resources

Kenneth Gompert
Chief Negotiator
APGA

Certificated Personnel Duties

Position: School Counselor

Evaluated by: Principal or designee

Basic Functions: Leadership, advocacy, and collaboration are the skills school counselors will draw on to implement a preventive, proactive school counseling program using the American School Counselor Association (ASCA) National Model: A Framework for School Counseling Programs (2005). Counselors will promote student success through the implementation of this comprehensive school counseling program that addresses the academic, career, and personal/social needs of students. The duties and responsibilities include but not limited to the following:

Duties and Responsibilities:

I. Develop and Management of a comprehensive school counseling program based on the *ASCA National Model: A Framework for School Counseling Programs (2005).*

1.1 Discusses the comprehensive school counseling program with the school administrator.

- ❖ Completes an annual agreement with the administrator.

1.2 Develops and maintains a written plan for effective delivery of the school counseling program based on the ASCA comprehensive school counseling standards and current individual school data.

1.3 Communicates the goals of the comprehensive school counseling program to education stakeholders, i.e.

- ❖ Publicizes newsletters, calendars, memos, web pages, etc.
- ❖ Presents information to school site leadership teams, staff and parent/guardian meetings.

1.4 Maintains current and appropriate resources for education stakeholders.

- ❖ Maintains/supports career resources, college and scholarship information.

1.5 Uses the majority of time providing direct services through the Counseling Core Curriculum, Individual Student Planning and Preventive and Responsive Services and most remaining time in program management, System support and accountability, (National standards recommend 80% of time in Counseling Core curriculum, Individual Student Planning and Preventive and Responsive Services and 20% of time in program management, system support and accountability. (American School Counseling Association (2005). The ASCA National Model: A Framework for School Counseling Programs.

- ❖ Maintains calendars of activities and services of the school counseling program.

II. <u>Delivery</u> of a comprehensive school counseling program based on the *ASCA National Model: A Framework for School Counseling Programs (2005).*

Counseling Core Curriculum

2.1 Provides leadership and collaborates with other educators in the school-wide integration of the Counseling Core Curriculum.

- ❖ Assist teachers with how to use the Counseling Core Curriculum lesson plans in their classrooms.
- ❖ Provides applicable materials and resources to teacher for doing guidance activities in their classrooms.

2.2 Implements developmentally appropriate and prevention-oriented group activities to meet student needs and school goals.

- ❖ Conducts classroom counseling core curriculum.
- ❖ Conducts small and large group activities based on the guidance curriculum.

Individual Student Planning

2.3 Assists all students, individually or in groups, with developing academic, career and personal/social skills, goals and plans.

2.4 Accurately and appropriately interprets and utilizes students data.

2.5 Collaborates with parents/guardians and educators to assist students with educational and career planning.

- ❖ Sends written communications to parents/guardians and teachers.
- ❖ Apprises teachers of adaptive materials and services that are available to students.

Preventive and Responsive Services

2.6 Provides individual and group counseling to students with identified concerns and needs.

2.7 Consults and collaborates effectively with parents/guardians, teachers, administrators and other educational/community resources regarding students with identified concerns and needs.

- ❖ Advocates for equity and access for all students.
- ❖ Provides staff with resources to accommodate individual differences and needs of students.

2.8 Implements and effective referral and follow-up process.

- ❖ Manages and communicates a clear means for counseling referrals and access to counseling services.

2.9 Accurately and appropriately uses assessment procedures for determining and structuring individual and group counseling services.

System Support

2.10 Provides appropriate information to staff related to the comprehensive school counseling program.

- ❖ Informs staff of services provided by the school counseling and how to access those services.

2.11 Assists teachers, parents/guardians and other stakeholders in interpreting and understanding student data.

2.12 Participates in professional development activities to improve knowledge and skills.

- ❖ Attend professional conferences, workshops, etc. relevant to school counseling.

2.13 Uses available technology resources to enhance the school counseling program.

2.14 Adheres to laws, policies, procedures, and ethical standards of the school counseling program.

- ❖ Monitors/supervises student activities as appropriate.

III. <u>Accountability</u> of a comprehensive school counseling program based on the *ASCA National Model: A Framework for School Counseling Programs (2005).*

3.1 Conducts a yearly program audit to review extent of program implementation.

3.2 Collects and analyzes data to guide program direction and emphasis.

3.3 Measures results of the school counseling program activities and shares results as appropriate.

3.4 Monitors student academic performance, behavior and attendance and assists with appropriate interventions.

Lead Counselor

GENERAL RESPONSIBILITIES
Provide the leadership for the implementation of a comprehensive school based counseling program designed to support instruction and student achievement. Responsible for the coordination, supervision, and management of the school counseling program.

ESSENTIAL FUNCTIONS
(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.) In addition to the duties and responsibilities of school counselor including but not limited to the following:

- Provides leadership, guidance, training and support resources for counselors.
- Provides two-way communication from department to administration.
- Keeps well informed on state laws and professional ethics in counseling with youth and on current policies and procedures of all community mental health and social agencies.
- Model competence in counseling content, instruction and pedagogy.
- Develops, plans, implements, promotes, and evaluates a comprehensive developmental counseling and guidance program based on the National Standards for school counselors; consistently reviews and modifies the school counseling program to best fit the needs of the school and the students.
- Acts as a resource for teachers, such as conducting in-service programs for school staff.
- Follows District policies and procedures for District guidance services and coordinates relationships of such services to other departments.
- Coordinates the site and feeder school articulation process and program. Serves as liaison between district; elementary, middle or high schools; or parent information in matter of transition.
- Keep the site administration appraised of the progress of the department and any problems encountered.
- Establish and maintain an effective work climate within the school counseling department and school community.
- Work closely with administration and master schedule builder, as it relates to student scheduling.
- Work collaboratively with other department chairs.
- Actively engage and participate in district lead meetings and disseminate information to school counselors in department.
- Facilitate weekly department meetings and submit minutes to administration.
- Presents or prepares an annual report to the Board of Trustees on the sites comprehensive counseling program.
- Facilitate department planning meeting that includes annual agreement.

EXPIRED MEMORANDA OF UNDERSTANDING

APPENDIX AA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

COUNSELOR EVALUATION COMMITTEE

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to form a committee to review Article 12-Evalaution Procedures and Appendix G regarding counselor evaluations. The joint committee will be comprised of counselors, and site and District administrators.

This agreement is dated: April 19, 2018

Brad Jackson
Assistant Superintendent
Human Resources

Brian Bannon
Chief Negotiator
APGA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

COUNSELOR JOB DESCRIPTION COMMITTEE

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to form a committee to review District policy 6301.35 Guidance Counselor and the job description for Outreach Counselor (Independent Learning Center counselor job description). The joint committee will be comprised of counselors, and site and District administrators.

This agreement is dated: April 19, 2018

Brad Jackson
Assistant Superintendent
Human Resources

Brian Cannon
Chief Negotiator
APGA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

April 19, 2018

COUNSELOR STAFFING

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to extend the reduction of 2 counselor positions through the end of the 2020/21 school year.

Brad Jackson
Assistant Superintendent
Human Resources

Brian Bannon
Chief Negotiator
APGA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

AND

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

PUPIL-TO-COUNSELOR RATIO

The Anaheim Personnel and Guidance Association (APGA) and the District agree to meet to discuss concerns about Pupil-to-Counselor ratios and look at options to continue reducing these ratios in the 2015-2016 and subsequent school years. These meetings will occur prior to May 1 of each school year.

This agreement will remain in effect for the 2014-2015, 2015-2016, and 2016-2017 school years and will continue until a new agreement is reached.

This agreement is dated: March 22, 2016

Brad Jackson Assistant Superintendent Human Resources	Lacie Mounger Co-President APGA	Kyle Hendricksen Co-President APGA

MEMORANDUM OF UNDERSTANDING

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTIRCT (AUHSD)

AND

ANAHEIM PERSONNEL AND GUIDANCE ASSOCIATION (APGA)

COUNSELOR ON SPECIAL ASSIGNMENT

The Anaheim Personnel and Guidance Association (Association) and the Anaheim Union High School District (District) agree to the creation of a Counselor on Special Assignment (COSA) position subject to the following provisions:

Duration

The duration of this MOU is from February 20, 2018 through June 30, 2021.

Job Description

- Support each school's counseling team in the process of implementation and execution of the AUHSD Educational Pledge
- Serves as liaison between counselors and district management
- Assists in the coordination of professional development activities for counselors, and may be expected to provide direct training as needed
- Assists counselors and the school's site administrator in assessing their needs and supports implementing a comprehensive guidance program that addresses the academic, career, and personal/social development of all students
- Assists in the coordination of professional development activities with counselors and provides support in promoting the academic, career, and personal/social development of students
- Assists in the re-design of the counseling evaluation tool and support the director with the maintenance and monitoring of the evaluation tools effectiveness
- Supports the director in facilitating district all-counseling and lead counseling meetings
- Facilitates the counselor task force, designed to establish and improve best practices
- Work with local universities to recruit counseling interns
- Performs other counselor specific duties, as required

WORKING HOURS

10.1 Hours - General – Current contract language as stated per article 10.1 will apply.

10.2 Assigned Days of Work – current contract language as stated per article 10.2 with the addition of up to 13 additional work days.

Extra Service Pay

Appendix C (4)-The COSA will receive a stipend consistent with the Extra Pay Schedule for Senior High School Department Chairs.

Return Rights

The COSA will have return rights to their previous position and site, including any extra service pay positions referenced in Appendix C of the collective bargaining agreement, during the duration of the MOU under the following condition:

- If the proposed return occurs at the beginning of the school year, the COSA must notify the District in writing of the intent to return no later than 45 calendar days before the end of the previous school year.

If, during the duration of the MOU, a vacant counselor position exists in the District, the COSA may apply for a transfer to the position per Article 9.3: Voluntary Transfers of the collective bargaining agreement.

If the duration of the MOU is extended, the COSA will not maintain return rights to any previous site nor will they retain return rights to any previously held extra service pay positions referenced in Appendix C (4). However, they will maintain return rights to a counselor position in the District once a vacancy exists. Article 9: Transfer Procedures will apply to that transfer.

For any other situations involving the COSA returning to a counselor position, Article 9: Transfer Procedures will apply.

Backfilling the Vacant Counselor Position

The vacant counselor position created by the filling of the COSA position will be filled on a temporary basis without a posting.

This MOU is dated: April 19, 2018

Brad Jackson
Assistant Superintendent
Human Resources

Brian Bannon
Chief Negotiator
APGA

APGA/AUHSD 2022/2023 Tentative Agreement 4-29-23

10.1 Hours-General

In addition to assigned counseling duties, as described in the counselor's job description, counselors shall perform their duties, many of which will occur outside of the minimum school-based assignment hours. Other such duties may include supervising pupils within and outside class hours; supervising and providing leadership of pupil organizations and activities as assigned; cooperating in parent, community and open house activities; serving on committees providing advice and service to the District; and participating in approved development programs. Counselors shall not be required to provide daily supervision of students during passing periods. However, in unique circumstances, counselors may be required to provide supervision of students during passing periods.

10.2 Assigned Days of Work

The total number of assigned annual days of work for regular full time counselors is 198. These days will be served consecutively whenever practicable as determined by the principal/designee after consulting with the unit member. Any extra days of assignment will be paid on a per diem basis. Counselors may request additional days of assignment. The district will grant or deny the request based on site/district needs as well as available budget.

10.6 Class Coverage

In unique circumstances, unit members may be required to cover a class period. In these instances, unit members shall be compensated at the hourly rate of pay.

Article 11: Pupil-To-Counselor Ratio

11.1-The Board will continue its efforts to maintain staffing patterns that are in the best interests of students, sites, and programs. These efforts will be made in a manner that is fiscally responsible.

ARTICLE 14: WAGES AND ITEMS RELATED WAGES

Effective July 1, 2022, the 2021-2022 Counselors' Salary Schedule shall be increased by 8.0% and is hereby incorporated into the Agreement as Appendix B.

In the event another District employee unit receives an increase in salary on their salary schedule(s) greater than 8.0% for the 2022-2023 school year, the District or APGA may request, and the other party will agree, to re-open negotiations on salary for 2022-2023.

ARTICLE 15: HEALTH AND WELFARE 15.1.1 Medical Insurance

Beginning with the 2023 calendar year, the District's contribution to the blended super composite rate shall not exceed $17,022.

Article 20-Duration

New dates to reflect a duration through the first Counselor work day of the 2025-26 school year.

Appendix C-Extra Service Pay Schedule

Remove High Risk Counseling, Activities, Gate Coordinator, Add Puente

Appendix I-Pupil-To-Counselor Ratio

Adjust dates to reflect duration of agreement

Appendix L-Counselor of Special Assignment

Adjust date to reflect through the 23/24 school year

Salary Schedule

National Board Certification Stipend-percentage shall be equal to Column II, Step 1 of the 2022-23 Salary Schedule

Addition of Counselor on Special Assignment-SEL MOU

New Appendix-Expired MOUs

Appendix H-Counselor Evaluation Committee
Appendix K-Counselor Staffing
Appendix J-Job Description

Brad Jackson	Ken Gompert	Lacie Mounger
Assistant Superintendent	Chief Negotiator	APGA President

PROFESSIONAL ATTIRE **6317.25 (4119.22)**

The ~~Governing~~ Board of Trustees believes that the Anaheim Union High School District is a professional organization. Our students, our parents, and our community form impressions of our professional credibility based on the appearance of our schools, facilities, and employees. The professionalism of the District is reflected in our employees' appearance and the professional image portrayed. Professional dress and grooming, personal cleanliness, and professional behavior of our employees contributes to a productive learning environment, models positive behavior for our students, demonstrates a high regard for education, and presents a professional image consistent with the public trust given to our employees in educating our students.

The ~~Governing~~ Board of Trustees believes that appropriate dress and grooming by District employees contribute to a productive learning environment and model positive behavior. During school hours and at school activities, employees shall maintain professional standards of dress and grooming that demonstrate their high regard for education, present an image consistent with their job responsibilities and assignment, and not endanger the health or safety of employees or students. All employees shall be held to the same standards unless their assignment provides for modified dress as approved by their supervisor, including, for example, spirit days or college gear days.

The District shall allow employees to appear and dress in a manner consistent with their gender identity or gender expression. (Government Code 12949)

The District shall not discriminate against employees based on hair texture and protective hairstyles, including, but not limited to, braids, locks, and twists. (Government Code 12926)

The District shall not dismiss an employee, discriminate against an employee in compensation or in terms, conditions, or privileges of employment, or refuse to hire a job applicant on the basis of religious dress or grooming practices. (Government Code 12926, 12940)

This policy shall be presented to employees upon employment, through the employee handbook or other appropriate means, and may be periodically reviewed with all employees as necessary.

Legal Reference:

EDUCATION CODE
35160 Authority of governing boards
35160.1 Broad authority of school districts

GOVERNMENT CODE
12926 Definitions
12940 Unlawful discriminatory employment practices
3543.2 Scope of representation
12949 Dress standards, consistency with gender identity

COURT DECISIONS
San Mateo City School District v. PERB (1983) 33 Cal. 3d 850
Domico v. Rapides Parish School Board (5th Cir. 1982) 675 F.2d 100
East Hartford Education Assn. v. Board of Education (2d Cir. 1977) 562 F. 2d 856
Finot v. Pasadena Board of Education (1967) 250 Cal.App.2d 189

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS
Santa Ana Unified School District (1998) 22 PERC P29, 136
Inglewood Unified School District (1985) 10 PERC P17, 000

CA CIVIL RIGHTS DEPARTMENT PUBLICATION
The Rights of Employees Who Are Transgender or Gender Nonconforming

Management Resources:

WEB SITES
California Public Employment Relations Board
California Civil Rights Department
CSBA District and County Office of Education Legal Services

Board of Trustees:
March 12, 2013
Revised: TBD

MEETING CONDUCT **10325 (9323)**

Meeting Procedures

~~M~~The Board president shall conduct Board meetings ~~of the Board of Trustees shall be conducted by the president in a manner consistent~~accordance with ~~the~~ Board ~~adopted~~ bylaws ~~of the board~~and procedures that enable the Board to efficiently consider issues and carry out the will of the majority.

All ~~b~~Board meetings shall ~~commence at the stated~~begin on time and shall be guided by an agenda ~~which will have been~~ prepared in accordance with Board bylaws and posted and ~~delivered in advance to all board members and other designated persons~~distributed in accordance with the Ralph M. Brown Act (open meeting requirements) and other applicable laws.

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board meetings shall be presided over by the President, or by the Clerk in the event of the President's absence, in an efficient manner, keeping in mind that those in the audience, including community members, students, and district employees, are attending on their own time and need their personal rest before attending their next day's affairs.

Quorum and Abstentions

The Board shall act by majority vote of all of the membership constituting the Board. (Education Code 35164)

Public Participation

~~The conduct of meetings shall, to the fullest possible extent, enable members of the board (1) to consider problems to be solved, weigh evidence related thereto, and make wise decisions intended to solve the problems, and (2) to receive, consider, and take any needed action with respect to reports of accomplishment both as to students and as to school system operations.~~

~~Provisions for permitting any individual or group to address the board concerning any item on the agenda of a special meeting, or to address the board at a regular meeting on any subject that lies within the jurisdiction, shall be as follows.~~

Members of the public are encouraged to attend Board meetings and to address the Board concerning any item on the agenda or within the Board's jurisdiction. So as not to inhibit public participation, persons attending Board meetings shall not be requested to sign in, complete a questionnaire, or otherwise provide their name or other information as a condition of attending the meeting, except that if the meeting is conducted using remote public participation or with a Board member attending remotely pursuant to Government Code 54953, a member of the public desiring to provide comment through the use of a third party internet website or online platform may be required to register as required by the third party provider.

In order to conduct district business in an orderly and efficient manner, the Board requires that public presentations to the Board comply with the following procedures:

~~1. Five minutes may be allotted to each speaker and a maximum of twenty minutes to each subject matter.~~

~~2. No boisterous conduct shall be permitted at any board meeting. Persistence in boisterous conduct shall be grounds for summary termination, by the chair, of that person's privilege of address.~~

~~"Any person who willfully disturbs any public school or any public school meeting is guilty of a misdemeanor, and shall be punished by a fine or not more than five hundred dollars ($500)." (Education Code 32210)~~

~~3. No oral presentation shall include charges or complaints against any employee of the board, regardless of whether or not the employee is identified in the presentation by name or by another reference which tends to identify. All charges or complaints against employees shall be submitted to the board under provisions of board policy. (cf. 91204--Complaints Concerning School Personnel)~~

1. The Board shall give members of the public an opportunity to address the Board on any item of interest to the public that is within the subject matter jurisdiction of the Board, either before or during the Board's consideration of the item. (Education Code 35145.5; Government Code 54954.3)

2. At a time so designated on the agenda at a regular meeting, members of the public may bring before the Board matters that are not listed on the agenda. The Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law. (Education Code 35145.5; Government Code 54954.2)

3. Board members or district staff members should not respond to statements made or questions posed by the public about items not appearing on the agenda. However, on their own initiative or in response to questions posed by the public, Board members or staff members may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. (Government Code 54954.2)

   Furthermore, the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2)

4. The Board need not allow the public to speak on any item that has already been considered by a committee composed exclusively of Board members at a public

meeting where the public had the opportunity to address the committee on that item. However, if the Board determines that the item has been substantially changed since the committee heard the item, the Board shall provide an opportunity for the public to speak. (Government Code 54954.3)

5. A person wishing to be heard by the Board shall first be recognized by the president and shall then proceed to comment as briefly as the subject permits. Members of the public are encouraged to complete a speaker request form to indicate their desire to speak.

6. In general, individual speakers will be allowed three minutes to address the Board on each agenda or non-agenda item, and the Board will limit the total time for public input on each item to 20 minutes. However, in exceptional circumstances when necessary to ensure full opportunity for public input, the Board president may, with Board consent, adjust the amount of time allowed for public input and/or the time allotted for each speaker. Any such adjustment shall be done equitably so as to allow a diversity of viewpoints. The president may also ask members of the public with the same viewpoint to select a few individuals to address the Board on behalf of that viewpoint.

   In order to ensure that non-English speakers receive the same opportunity to directly address the Board, any member of the public who utilizes a translator shall be provided at least twice the allotted time to address the Board, unless simultaneous translation equipment is used to allow the Board to hear the translated public testimony simultaneously. (Government Code 54954.3)

7. The Board president may rule on the appropriateness of a topic, subject to the following conditions:

   a. If a topic would be suitably addressed at a later time, the Board president may indicate the time and place when it should be presented.

   b. The Board shall not prohibit public criticism of its policies, procedures, programs, services, acts, or omissions. (Government Code 54954.3)

   c. The Board shall not prohibit public criticism of district employees.

8. The Board president shall not permit actual disruption of Board meetings. Actual disruption by an individual or group or any conduct or statements that threaten the safety of any person(s) at the meeting shall be grounds for the president to terminate the privilege of addressing the Board and remove the individual from the meeting.

9. The Board President or designee may remove an individual for actually disrupting the meeting. Prior to removal, the individual shall be warned that their behavior is

disrupting the meeting and that failure to cease the disruptive behavior may result in removal. If, after being warned, the individual does not promptly cease the disruptive behavior, the Board president, or designee, may then remove the individual from the meeting. (Government Code 54957.95)

When an individual's behavior constitutes the use of force or a true threat of force, the individual shall be removed from a Board meeting without a warning. (Government Code 54957.95)

Disrupting means engaging in behavior during a Board meeting that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, a failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law, or engaging in behavior that constitutes use of force or a true threat of force. (Government Code 54957.95)

True threat of force means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat. (Government Code 54957.95)

Additionally, the Board may order the room cleared if necessary. In this case, members of the media not participating in the disturbance shall be allowed to remain, and individuals not participating in such disturbances may be allowed to remain at the discretion of the Board. When the room is ordered cleared due to a disturbance, further Board proceedings shall concern only matters appearing on the agenda. (Government Code 54957.9)

When disruptive conduct occurs, the Board may decide to recess the meeting to help restore order, or if removing the disruptive individual(s) or clearing the room is infeasible, move the meeting to another location. The Board may direct the Superintendent or designee to contact local law enforcement as necessary.

Recording by the Public

Members of the public may record an open Board meeting using an audio or video recorder, still or motion picture camera, cell phone, or other device, provided that the noise, illumination, or obstruction of view does not persistently disrupt the meeting. The Superintendent or designee may designate locations from which members of the public may make such recordings without causing a distraction.

If the Board finds that noise, illumination, or obstruction of view related to these activities would persistently disrupt the proceedings, these activities shall be discontinued or restricted as determined by the Board. (Government Code 54953.5, 54953.6)

Legal References:

CODE OF CIVIL PROCEDURE
527.8 Workplace violence safety

EDUCATION CODE
32210 Willful disturbance of public school or meeting
35010 Control of district; prescription and enforcement of rules
35145.5 Agenda; public participation and regulations
35163 Official actions, minutes and journal
35164 Actions by majority vote
35165 Effect of vacancies upon majority and unanimous votes by seven member board
5095 Powers of remaining board members and new appointees

ELECTIONS CODE
18430 Prevention or hinderance of electors assembling in public meeting

GOVERNMENT CODE
54953.3 Meetings to be open and public; remote attendance
54953.5 Audio or video recording of proceedings
54953.6 Broadcasting of proceedings
54954.2 Agenda posting requirements; board actions
54954.3 Opportunity for public to address legislative body
54957 Closed session personnel matters
54957.9 Disorderly conduct of general public during meeting; clearing of room
54957.95 Opening meetings; orderly conduct

PENAL CODE
403 Disruption of assembly or meeting

Management Resources

ATTORNEY GENERAL OPINIONS
55 Ops.Cal.Atty.Gen. 26 (1972)
61 Ops.Cal.Atty.Gen. 243, 253 (1978)
63 Ops.Cal.Atty.Gen. 215 (1980)
66 Ops.Cal.Atty.Gen. 336 (1983)
76 Ops.Cal.Atty.Gen. 281 (1993)
90 Ops.Cal.Atty.Gen. 47 (2007)
59 Ops.Cal.Atty.Gen. 532 (1976)

ATTORENY GENERAL PUBLICATION
The Brown Act: Open Meetings for Legislative Bodies, rev. 2003

COURT DECISIONS
Baca v. Moreno Valley Unified School District, (1996) 936 F. Supp. 719
City of San Jose v. William Garbett, (2010) 190 Cal. App. 4th 526
McMahon v. Albany Unified School District, (2002) 104 Cal.App.4th 1275
Norse v. City of Santa Cruz, (9th Cir. 2010) 629 F3d 966
Rubin v. City of Burbank, (2002) 101 Cal.App.4th 1194

CSBA PUBLICATIONS
The Brown Act: School Boards and Open Meeting Laws, rev. 2019
Call to Order: A Blueprint for Great Board Meetings, 2018

WEBSITES
CSBA District and County Office of Education Legal Services
California Attorney General's Office
CSBA

Bylaw Adopted:
October 9, 1980

Board of Trustees
Revised: October 26, 1989
Reviewed: January 1993
References Revised: May 2004 S
Revised: TBD

NUMBER OF ADULT/STUDENT MEMBERS AND TERMS OF OFFICE **BP 10110**

Adult Members

The Board of Trustees shall consist of five (5) members elected by the qualified voters of the District, as provided by law. The District is divided into five (5) trustee areas. Each trustee area shall be represented by a Board member who resides in, and is elected by, voters residing within that trustee area. ~~The map identifying the five Trustee areas is attached hereto.~~ Trustee areas shall be balanced by population as required by state and federal law.

Prior to March 1 following the year in which the results of each decennial federal census are released, the Board of Trustees shall adjust the boundaries of the District's trustee areas based on population figures as validated by the Population Research Unit of the Department of Finance. (Education Code 5019.5)

A person is eligible to be a member of the Board of Trustees if he/she is 18 years of age or older, a citizen of the state, a resident and a registered voter in the trustee area in which there is a vacancy, and not legally disqualified from holding civil office.

A District employee elected to the Board shall resign his/her position as an employee before being sworn in, or shall have his/her employment automatically terminated upon being sworn into office.

The term of office of the member thus elected shall be for four (4) years beginning the first Friday of December next succeeding the member's election.

Student ~~Member~~ Representative

~~On receipt of a student petition requesting the Board of Trustees to appoint one (1), or more non-voting student members to the Board of Trustees, the Board shall, after determining the procedure by which such student members will be selected, appoint one (1) non-voting student member to the Board.~~

~~The student member shall serve for one (1) year commencing July 1.~~

In order to enhance communication and collaboration between the Governing Board and the student body and to teach students the importance of civic involvement, the Board supports the participation of high school students in district governance.

Each school year, one Student Representative to the Board of Trustees shall be selected as part of the District's Student Ambassador Program. The Student Representative will serve from September to May.

Student Representatives shall not be considered members of a legislative body for purposes of the Brown Act.

The Student Representative shall not be counted in determining the vote required to carry any measure before the Board or whether a quorum is in attendance at a Board meeting.

The Student Representative shall have the right to attend all Board meetings except closed sessions.

All materials presented to Board members, except those related to closed sessions, shall be presented to the Student Representative at the same time they are presented to other Board members.

The Student Representative shall be recognized at Board meetings, shall be seated with the Trustees, and shall be allowed to participate in questioning witnesses and discussing issues.

The Student Representative may be allowed to cast preferential votes on approval of student clubs and up to three other selected matters, except those subject to closed session discussion. Preferential voting means a formal expression of opinion that is recorded in the minutes and cast before the official vote of the Board. Preferential votes shall not affect the final numerical outcome of a vote.

The Superintendent or designee may, at district expense, provide learning opportunities to the Student Representative through trainings, workshops, and conferences, such as those offered by the California School Boards Association and other organizations, to enhance their knowledge, understanding, and performance of leadership skills and their Board responsibilities.

The Student Representative shall not be liable for any acts of the Board.

Legal References:

Education Code 5000-5033
Education Code 35012
Education Code 35107

Bylaw Adopted:
October 9, 1980

Board of Trustees
October 26, 1989
Revised: October 26, 1989
Revised: February 14, 1991
Revised: January, 1993
Revised: May 2004

Revised: October 10, 2013
Revised: July 10, 2014
Revised: TBD

ENGAGEMENT AGREEMENT

This Engagement Agreement ("**Agreement**") is made effective as of August 1, 2023 (the "**Effective Date**") by and between the undersigned client ("**Client**"), and TeamCivX, LLC, a California limited liability company ("**Consultant**").

1. Services and Compensation.

1.1. Services. Subject to the terms and conditions set forth in this Agreement, Client hereby engages Consultant to perform those services (collectively the "**Services**") listed on Exhibit A attached hereto and incorporated herein by reference.

1.2. Compensation. In consideration for the Services, Client will pay Consultant the fees and other amounts set forth on Exhibit B (collectively the "**Fees**").

2. Term; Termination. The term of this Agreement ("**Term**") shall commence on the Effective Date and shall continue until thirty (30) days following the Governing Board's adoption of a resolution calling for a ballot measure election. Either party may terminate this Agreement at any time, for any reason, by giving thirty (30) calendar days' advance written notice to the other party. Notwithstanding the foregoing, Consultant may terminate this Agreement, or suspend the Services, at any time if Client fails to pay any fees to Consultant when due and does not cure such failure within ten (10) calendar days' written notice from Consultant. Client shall pay all outstanding amounts for Fees, reimbursable expenses, amounts due to third-party vendors and all other amounts arising out of this Agreement upon termination.

3. Compliance with Applicable Laws. Client will comply with all applicable laws and regulations, including without limitation any applicable public disclosure and other applicable laws governing the expenditure of public funds. Client will not request or direct that Consultant provide any services or other act or omission which may constitute a violation of applicable law. Client, not Consultant, is responsible for determining whether the Services performed by Consultant under this Agreement constitute permissible informational activities or impermissible advocacy activities pursuant to applicable law. Consultant does not provide any assurance, guidance or advice with respect to legal compliance.

4. Indemnification and Limitation of Liability. Client shall indemnify, defend and hold harmless Consultant (and its affiliates and their officers, directors, managers, members, employees, agents, successors and permitted assigns) from any and all losses, liabilities, damages, claims, judgments, awards, penalties, fines, settlements, costs or expenses (including reasonable attorney fees, expert witness fees and court costs) arising out of or related to (a) any breach of this Agreement by Client, (b) any willful misconduct, fraud or gross negligence, or other improper act or omission of Client or its employees, contractors or agents, or (c) any infringement of any patent, copyright, trademark, trade secret, or other proprietary right related to any material the Client or its representatives provided to Consultant. Consultant's maximum liability arising out of or related to this Agreement or the Services shall not exceed the Base Consulting Fee (as defined in Exhibit B) actually paid by Client to Consultant for the Services. IN NO EVENT SHALL CONSULTANT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHETHER FORESEEABLE OR UNFORESEEABLE, CHOATE OR INCHOATE, OF ANY KIND WHATSOEVER, OR FOR LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF OPPORTUNITY, OR LOSS OF GOODWILL, WHETHER BASED ON

WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY SET FORTH IN THE IMMEDIATELY PRIOR SENTENCE SHALL NOT APPLY TO DAMAGES ARISING FROM THE FRAUD OR WILLFUL MISCONDUCT OF CONSULTANT.

5. Proprietary Rights. The ideas, improvements, inventions, discoveries, processes, developments, designs, know-hows, data, materials, works of authorship and all other intellectual property rights related thereto that Consultant conceives of, develops, or reduces to practice in the performance of Services are the exclusive property of Consultant. The specific deliverables made for and provided by Consultant to Client in connection with the Services will belong exclusively to the Client.

6. Relationship Between the Parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint employer, joint venture, business opportunity or any relationship other than an independent consulting relationship between Client and Consultant. Under no circumstances shall Consultant to be responsible in any manner for the debts and obligations of Client.

7. Limited Warranty. Consultant warrants that it shall perform the Services in a professional manner in accordance with commercially reasonable industry standards for similar services. Consultant makes no warranty, express or implied, concerning the results of the Services, including, without limitation, the success of any ballot measure, proposition or vote, or the absence of unintended consequences. Consultant makes no warranty concerning, and is not responsible for, any Services performed by third parties. To the full extent permitted by law, all implied warranties are hereby excluded.

8. Arbitration. To the fullest extent permitted by law, any dispute arising out of or related to this Agreement, the Services or the Fees shall be settled by binding arbitration administered by the JAMS Arbitration in San Francisco, California under its Streamlined Arbitration Rules that are in effect at that time ("**Rules**"). In the event of any conflict between the Rules and this Section, this Section shall apply. The parties agree to submit to the jurisdiction of a single neutral arbitrator selected in accordance with the Rules. The arbitrator shall have discretion to award damages, and to fashion any other remedy or relief otherwise available under applicable law in a court proceeding. The arbitrator shall award the prevailing party reasonable attorneys' fees and costs in addition to any other recovery to which it is entitled. The arbitrator shall provide a written award, including findings of fact and the conclusions of law on which the decision is based.

9. Miscellaneous. Along with the exhibits attached hereto, this is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, representations, promises and understandings of the parties (whether verbal or written) relating to such subject matter. Any changes, amendments, modifications or waivers to this Agreement shall not be effective unless in writing and signed by both parties. Client shall not assign, transfer or subcontract any rights or obligations under this Agreement (including, without limitation, by way of a merger, reorganization, default operation of law, or otherwise) without the prior written consent of Consultant. This Agreement may be executed in two or more counterparts, including by electronic signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered by hard copy, email, fax or other electronic transmission. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall

be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Captions and headings in this Agreement are for convenience only and shall not be considered in interpreting any provision of this Agreement or in determining any of the rights or obligations of the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of law provisions thereof. In any action or proceeding arising out of or related to this Agreement or the amounts due to Consultant hereunder, the prevailing party shall be entitled to recover its costs and attorneys' fees from the other party. Any notice required or permitted hereunder shall be given in writing by electronic mail and addressed to the party to be notified at the address below, or at such other address or e-mail address as the party may designate by 10 days' advance written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CONSULTANT

TeamCivX, LLC,
a California limited liability company

Sign:_____

Print: Jared Boigon

Title: Partner

Email Address for Notices:
jboigon@teamcivx.com

CLIENT

Anaheim Union High School District,
a California public school district

Sign:_____

Print:_Nancy Nien_____

Title: Assistant Superintendent, Business

Email Address for Notices:
nien_n@auhsd.us

Exhibit A

SERVICES

I. Feasibility Assessment. Consultant shall perform the following Services as needed and requested by Client to assess the electoral feasibility of a ballot measure for Client:

A. Develop potential strategies to meet Client's funding needs to be tested in polling;

B. Collaborate with Client's pollster to design, conduct and analyze an opinion survey of voters in the relevant district to assess feasibility of Client's ballot measure;

C. Conduct demographic analysis of voters in the relevant district and how they break into key sub-groups by age, ethnicity, political party, length of residency, parents and other key criteria;

D. Analyze past election results in the relevant district and region to understand voter turnout trends and other relevant voting patterns;

E. Research other local tax proposals that may be heading to an upcoming ballot that could compete with Client's ballot measure; and

F. Make specific recommendations regarding the optimal election date, election type tax rate, tax structure, and other important ballot measure features.

II. Ballot Measure Development. Consultant shall perform the following Services as needed and requested by Client to assist Client in preparing Client's measure for the ballot:

A. Recommend a final tax rate, duration and tax structure;

B. Recommend the final list of projects, programs and/or services to be funded by Client's ballot measure;

C. Work with legal counsel to develop the 75-word ballot question;

D. Work with legal counsel to develop and refine the full text of Client's ballot measure, and other materials that will appear in the ballot pamphlet mailed to all voters;

E. Present recommendations, documents and resolutions to the Governing Board for approval; and

F. Make recommendations and provide strategic advice regarding timing and planning for any other potential ballot measures considered by Client.

III. Public Information. Consultant shall perform the following Services as needed and requested by Client to raise awareness of Client's funding needs and potential ballot measure:

A. Develop informational messaging and fact sheets to be distributed at school and community events;

B. Provide talking points, frequently asked questions and a message training for Client;

C. Provide content related to Client's funding needs and ballot measure to be added to Client's website, used in social media, included in email updates and added to newsletters;

D. Prepare PowerPoint presentation for public and community meetings;

E. Write, design, and produce mailings and advertising to inform local residents (priced separately, not included in fees, see Exhibit B);

F. Develop strategies and plans to inform internal stakeholder groups, including teachers, principals, parent leaders, bargaining units, Governing Board and others; and

G. Develop strategies and plans to inform external groups including elected leaders, business leaders, city leaders, ethnic community leaders, faith community leaders, taxpayer groups and others.

Exhibit B

FEES

I. Base Consulting Fee. As compensation for the Services, Consultant shall be paid a "Base Consulting Fee" of $6,500 per month. The Base Consulting Fee shall be payable within thirty (30) days of receipt of invoice. The Base Consulting Fee shall be calculated on a pro-rata basis for the initial and/or final month of Services if less than a full calendar month.

II. Media and advertising goods and services shall be purchased or rented from Consultant by Client according to the agreed upon schedule of prices, which summarized below. The schedule of prices lists the entire cost of purchasing or renting media goods and services from Consultant. Consultant shall in turn subcontract the work to third party vendors. Payment for such items shall be made in advance by Client to Consultant, or to the third party vendor at the discretion of Consultant. Consultant shall submit to Client a monthly report of such expenses and within thirty (30) days thereafter Client shall reimburse Consultant in full for such expenses.

Cost of Informational Brochure Mailing

Estimated Number of Households: 94,000

Estimated Total Cost:

- 11x17 brochure, 2-fold with perforated reply card: $72,850
- 11x17 brochure, 1 or 2-fold: $63,750

Price is per unique mailing to the universe of households estimated above. Price includes design, prepress, printing, address data, addressing, sorting, post office delivery, bulk rate postage and sales tax. Additional pricing available upon request. Exact pricing depends on exact quantity and specifications.

III. Reimbursable Expenses. Client shall reimburse Consultant for expenses incurred by Consultant in connection with the performance of the Services including, but not limited to, automobile mileage at the established IRS reimbursement rate at the time at the time of travel, parking fees, copying fees, and other out-of-pocket expenses. Consultant shall submit to Client a monthly report of such reimbursable expenses and within thirty (30) days thereafter Client shall reimburse Consultant in full for such expenses. Consultant shall not incur any expenditure on Client's behalf in excess of $1,000 without verbal or written approval from Client. Client may designate in writing an individual(s) with authority to approve expenditures on Client's behalf.

IV. Interest For Late Payments. In addition to all other rights and remedies under this Agreement or applicable law, any amount not paid when due will accrue interest at the lesser of 1% per month or the maximum legal rate until paid in full.

RESEARCH PROPOSAL

True North Research, Inc. (True North) is pleased to be Anaheim Union High School District's (District) research partner for the forthcoming bond feasibility surveys. Our past work for the District and our recent conversations have been quite helpful to our understanding of the District's objectives and needs with respect to the proposed research, and we have crafted this summary description of the proposed work scope and associated costs accordingly. However, if we missed an important detail—or if other issues have arisen that should be factored into the study—please feel free to contact us (760.632.9900) and we'll be happy to revise this estimate.

PROJECT UNDERSTANDING & INNOVATIVE APPROACH Creating revenue measures that are ultimately approved by the necessary percentage of voters is difficult, especially in the State of California. Successful measures require insightful research and sound, strategic advice. The overriding objective of the survey is thus to produce an *unbiased, statistically reliable* evaluation of voters' interest in supporting a local bond measure, as well as identify how best to align the measure with community priorities and position it for voter approval.

If the ultimate goal of this study is to enable the District to make sound, strategic decisions based upon the data that is collected, it is critical that the data be collected according to rigorous methodological standards. Indeed, although it may be easy to conduct a 'survey', it is quite challenging to design and implement a survey that A) produces *valid*[1] and *reliable*[2] measures of the opinions and behaviors of interest, and B) produces data that is *representative*[3] of the population of individuals that is the focus of a study. Only by satisfying each of these conditions will the proposed study produce data that is trustworthy and thus a sound basis for making decisions.

Meeting the aforementioned conditions has become more difficult in recent years. Much has changed in terms of how the public receives information, the accessibility of residents through traditional recruiting methods, and their willingness to participate in community surveys. Caller-ID, SPAM filters, habitual call-screening, and busy lifestyles have made it more difficult to reach respondents in general, leading to lower response rates and greater response bias when relying on just one or two recruiting methods. In order to continue producing statistically reliable measures of their voters' opinions, priorities and behaviors, the research methodologies that public agencies employ for surveys must adapt to these new challenges.

The methodology that we propose is designed to do just that—adapt to these challenges by employing innovative techniques that will ensure statistically reliable results. We propose to use a **stratified and clustered random sampling methodology** that ensures a representative sample of likely March 2024 and November 2024 voters within the district regardless of whether

1. Validity refers to the degree to which a question actually measures the underlying attitude or construct that it was designed to measure. For example, asking people whether they own "stock" to measure their financial savings behavior is sufficiently ambiguous such that it has low validity. Research has shown that people in farming communities are more likely to interpret "stock" to mean livestock—not financial stocks.
2. Reliability refers to the degree to which the observed results for a survey question are free of measurement errors and thus accurately measure the true value among the survey participants.
3. In this context, representative refers to the degree to which the results found among the survey participants match what would have been found if all likely voters participated in the survey. A probability-based sample free from the many possible sources of selection bias is the key to obtaining representative results.

they use mobile phones, land lines, email, or all of the above. We also recommend using **three recruiting methods** (email invitations, text invitations, and telephone calls) to recruit participation in the survey and a **mixed-method data collection methodology** that allows sampled respondents the flexibility of participating online at a password protected web site, or by telephone if preferred. Designed, tested and refined by True North over the past 10 years, our recommended survey approach has proven to increase participation rates, reduce response bias, better engage traditionally hard-to-reach subgroups, and increase the overall accuracy and reliability of voter survey results when compared to using fewer recruiting methods.

SCOPE OF WORK

The scope of services that we propose to perform for the District includes all tasks associated with designing, conducting and analyzing the survey, as well as presenting the results. For each survey (Baseline & optional Tracking Survey), the scope of services includes:

- Meet with the District to thoroughly discuss the research objectives and methodology for the study, as well as discuss potential challenges, concerns, and issues that may surround the study.
- Develop a stratified and clustered random sample of voters who—based on their voting history and registration status—are likely to participate in the elections of interest (November 2024, with March 2024 subset).
- Develop a draft questionnaire for the District's review and make revisions as needed until all parties approve of the instrument.
- Pre-test the survey instrument to ensure its integrity.
- Professionally translate the survey instrument and invitations into Spanish, Korean, and Vietnamese to allow for data collection in four languages.
- Web program the finalized survey instrument to allow respondents to participate online at a secure, password-protected survey site.
- CATI (Computer Assisted Telephone Interviewing) program the same survey instrument to ensure accurate and reliable data collection for respondents who prefer to participate by telephone.[4]
- Recruit voters to participate in the survey using a combination of email invitations, text invitations, and telephone calls.
- Collect at least 600 quality interviews according to the sampling plan and a strict interviewing protocol. It is expected that the average interview will last between 15 to 17 minutes.
- Process the data, which includes conducting validity checks, cleaning, recoding, coding open-end responses, and adjusting for strategic oversampling (if used) through a statistical procedure known as 'weighting'.
- Prepare an initial topline report which presents the overall findings of the survey.
- Prepare a thorough report on the findings, including a detailed question-by-question analysis, description of the methodology, an executive summary of the key findings and conclusions/recommendations, as well as a comprehensive set of crosstabulations showing how the answers varied by subgroups of voters. The report will include extensive full-color graphics displaying the findings, as well as insightful narrative discussion of the results and their implications.

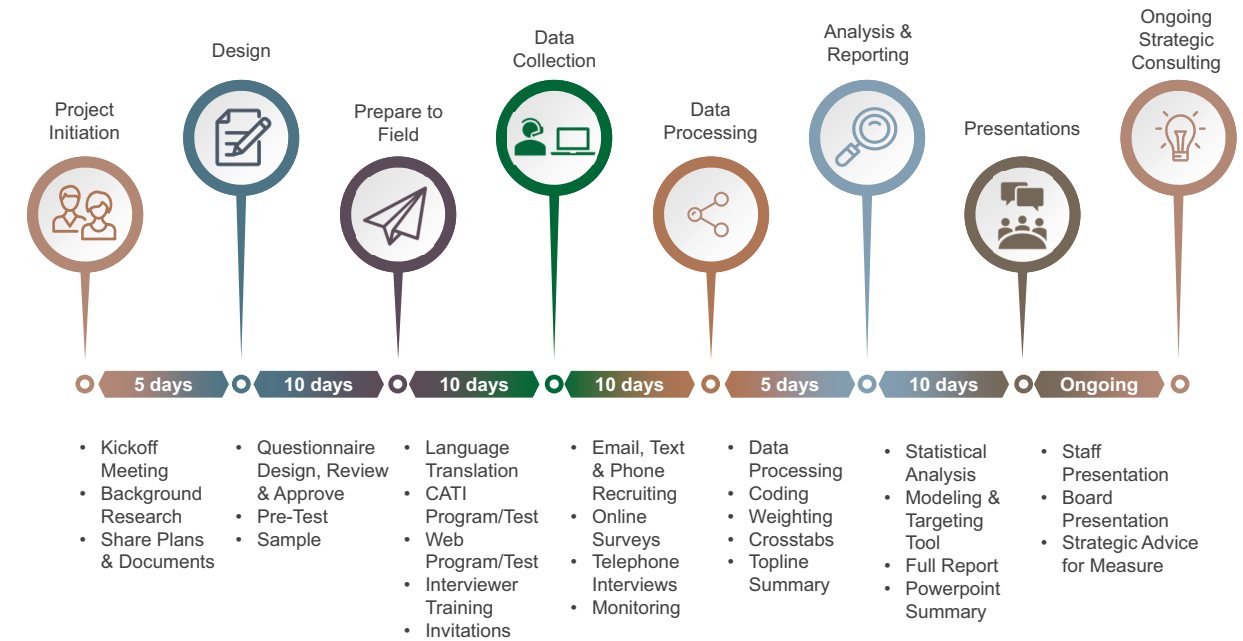
4. All recruiting and data collection conducted by telephone is performed by live, professional interviewers. We do not use robocalls.

- Prepare an electronic copy of the final report to allow the District to reproduce the report as needed.
- Prepare a PowerPoint presentation of the results and present the results to the District.
- Be available to assist and provide advice to the District after the survey is complete.

COSTS True North's fixed-fee cost estimate to design and conduct the survey as described in this proposal is $29,500 for the Baseline Survey, $28,300 for the optional Tracking Survey. This cost is inclusive of language translation (3 languages) and all other tasks—there will be no additional charges associated with the study.[5]

SURVEY TIME LINE True North will work with Anaheim Union High School District to establish a project schedule that meets the District's needs. Below is a typical time line for a bond feasibility survey that shows the stages of a bond survey project, the number of days that we recommend devoting to each stage, as well as the key research tasks that are completed in each stage. We have the flexibility and resources to adjust this time line if the District desires.

FIGURE 1 PROPOSED TIME LINE



ABOUT TRUE NORTH For the past 20 years, True North has specialized in providing school districts and other public agencies with statistically accurate research and insightful strategic advice. To date, our team has designed and conducted over 1,200 survey research studies for public agencies in California, including more than 400 revenue measure feasibility studies that captured the pieces of information needed for estimating the feasibility of a measure and—if feasible—identifying how best to package the measure for success. We have the highest *verifiable* success rate in the industry for bonds and tax measures over the past decade (95%), including 100% success in six of the past eight election cycles including November 2020 and June

5. If the District is interested in increasing the sample size to 800 completed interviews, the additional cost per survey will be $5,200 for sample and data collection.

2022. In total, the research that True North has conducted has led to over $35 billion in successful local revenue measures.

PROJECT MANAGER True North's President (Timothy McLarney, Ph.D.) will serve as the Project Manager for the proposed survey. He will be the District's day-to-day contact for all matters related to the study and will lead all design, analysis, reporting, and presentation tasks. Approximately 75% of the research tasks will be performed directly by Dr. McLarney.

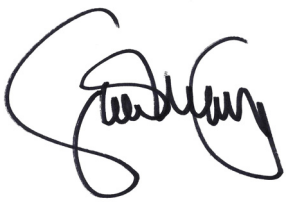
Dr. McLarney has more than 25 years of experience in survey methodology, statistics, public opinion analysis, and providing data-driven strategic advice to public agencies. His work to date has provided California school districts, colleges, universities, cities, counties, special jurisdictions, transportation planning agencies, councils of government, and political campaigns with research to address their often complex marketing, planning, performance measurement, and tax measure needs. During his career, Dr. McLarney has occupied a lead role in over 1,200 research studies, more than 400 of which had research objectives similar to those of Anaheim Union High School District.

Dr. McLarney is a nationally recognized expert in survey research methodology, sampling theory, weighting, and the use of statistical methods to generalize survey results. His research has been published in academic journals and has earned him honors including the title of Visiting Scholar at the Institute of Governmental Studies at UC Berkeley. He has also served as an independent expert witness in survey research methodology for California legal cases. Dr. McLarney earned his Ph.D. and M.A. in Government from Cornell University with an emphasis in survey methodology, sampling theory and public opinion analysis, as well as a Bachelor's degree in Politics from the University of California, Santa Cruz.

Letter of Agreement

This proposal and the standard business terms (see below) will serve as a letter of agreement between True North Research and the Anaheim Union High School District for the services described previously. In fulfillment of this agreement, True North will perform the services described in the *Scope of Work* on page 2. True North will invoice the full amount of the contract upon delivery of the report, with full payment due within 30 days of receiving the invoice.

Sincerely,



Timothy McLarney, Ph.D.
President
True North Research
1592 N Coast Highway 101
Encinitas CA 92024

Agreed to and accepted by:

Nancy Nien, Ph.D.
Assistant Superintendent, Business Services
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

BUSINESS TERMS Contracts and agreements between True North Research and its clients include the following general terms and conditions unless otherwise specified in a contract or agreement.

Flat Fees — Unless otherwise specified, True North Research charges a flat fee for all or a portion of its services to a client in lieu of hourly charges.

Notices — Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be documented in writing.

Confidentiality — True North Research acknowledges that during the engagement it will have access to and possibly become acquainted with trade secrets, inventions, innovations, processes, information, records, and specifications owned or licensed by the Client in connection with the operation of its business including, business and product processes, methods, customer lists, accounts, and procedures. True North Research agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the client, or without written consent from the client.

Acting as Agent — In compliance with California sales tax regulation, True North Research is designated as an Agent for the acquisition of tangible personal property and services as they apply to its clients' marketing activities.

Merger	The merger or consolidation of the client into or with any other entity shall not terminate or otherwise modify this Agreement.
Ownership of Materials	In producing finished products, it is expressly understood that ownership of all materials purchased by True North Research to complete the materials to be produced passes to its clients at the time of purchase and prior to any use by True North Research.
Independent Contractor	This Agreement shall not render True North Research an employee, partner, agent of, or joint venturer for the client for federal, state or local tax purposes, or for any other purpose.
Amendment Provision	This contract contains the entire agreement between the parties, and is subject to and will be construed under the laws of the State of California, and may be amended only in writing signed by both parties.
Successors	Any agreement between the agency and a client shall be binding upon, the heirs, successors and assignors of the parties.
Termination	The contract may be terminated by mutual consent of both parties, or by 10 days notice by either party. If the agreement is terminated, True North Research will bill the client for all work completed to date (including subcontractors' work).
Attorneys' Fees	Should any action be brought by one party against the other party to enforce any agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses.
Governing Law	Any agreement between True North and a client shall be governed by California law and any action arising out of it shall be instituted and prosecuted in the Municipal or Superior Court of the County of San Diego.

2023-2024

AGREEMENT BETWEEN THE

NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM

AND THE ANAHEIM UNION HIGH SCHOOL DISTRICT

FOR

ROP CAREER COUNSELING SERVICES

THIS AGREEMENT, made and entered into effective the 1st day of July 2023, by and between the Anaheim Union High School District of Orange County, with principal offices located at 501 N. Crescent Way, Anaheim, California 92801, hereinafter referred to as the DISTRICT and the North Orange County Regional Occupational Program with principal offices located at 385 N. Muller St., Anaheim, California 92801, hereinafter referred to as PROGRAM.

WITNESSETH:

NOW, THEREFORE, the DISTRICT agrees to provide district personnel as requested by PROGRAM to service programs maintained by PROGRAM in the DISTRICT as follows:

I. The ROP CAREER COUNSELOR will be assigned to ROP career guidance and support services functions as determined by the DISTRICT, PROGRAM, and the school site administration to which the employee is regularly assigned. The PROGRAM will provide to the district superintendent and school site principal a statement of performance objectives for each career guidance specialist within their district, which will be part of the evaluation process.

II. TERMS OF THE AGREEMENT. In consideration of the furnishing of the services by district personnel as stated herein, the DISTRICT shall be reimbursed by the PROGRAM for the total cost of providing such services, calculated as follows:

As per the previous agreement dated July 1, 2019, the PROGRAM will pay a per section amount of one thousand two hundred and fifty dollars ($1,250) per section to the DISTRICT.

III. REIMBURSEMENT by the PROGRAM will be made to the DISTRICT within thirty (30) days upon issuance of a monthly invoice commencing the month of September.

IV. THE PROGRAM SHALL INDEMNIFY THE DISTRICT against and hold it harmless from any and all cost, loss, and expense incurred by the DISTRICT as a result of any industrial injury or death sustained by any district employee while assigned to the PROGRAM under this Agreement. The PROGRAM will further hold the DISTRICT harmless from all alleged losses, claims, damages, or injuries sustained by pupils, or third persons from alleged negligent acts or omissions of employee(s) while engaged in the performance of duties for PROGRAM.

V. TERMS OF THIS AGREEMENT will be effective for the period July 1, 2023, through June 30, 2024, 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 NIEN ASSISTANT SUPERINTENDENT, BUSINESS ANAHEIM UNION HIGH SCHOOL DISTRICT	DANA LYNCH SUPERINTENDENT NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM

ANAHEIM UNION HIGH SCHOOL DISTRICT

2023-2024 ROP CAREER COUNSELING SERVICES

ADDENDUM

District	ROP CAREER COUNSELING SERVICES		
Anaheim Union	Projected Total Number of Sections	Cost Per Section	Projected Annual Cost for PROGRAM
	255.8	$ 1,250	$319,750

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN ANAHEIM UNION HIGH SCHOOL DISTRICT AND NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

This Amendment incorporates by reference and is to be read with the Professional Services Agreement (Exhibit A) between Anaheim Union High School District (DISTRICT) and North Orange County Community College District (NOCCCD) entered into on July 18, 2021. The DISTRICT and NOCCCD are collectively referred to herein as Parties.

Amended Term:
Include Loara High School as an additional location, located at 1765 W. Cerritos Ave, Anaheim, California to provide an educational program.

The term of this Amendment shall begin on August 10, 2023, and remain in effect until June 30, 2026, unless terminated by either party in accordance with Section 16.0. in the original contract.

The persons executing this Amendment on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

ANAHEIM UNION HIGH SCHOOL DISTRICT:

By: _____
Authorized Signature

Print Name: Nancy Nien, Ph.D

Title: Assistant Superintendent, Business

Date: _____

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By: Valentina Purtell
Authorized Signature

Print Name: Valentina Purtell

Title: President

Date: 7.6.2023

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT

AND

NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

This AGREEMENT, dated for reference only, this 18 day of July, 2021, is made and entered into by and between:

ANAHEIM UNION HIGH SCHOOL DISTRICT, a public school district, hereinafter referred to as "DISTRICT."

North Orange County Community College District, a public community college district, hereinafter referred to as "NOCCCD"

WHEREAS, DISTRICT wishes to continue to offer English as a second language (ESL) funded by NOCCCD to provide this educational program at Sycamore Junior High School, located at 1801 East Sycamore, Anaheim, California; and Ball Junior High School, located at 1500 Ball Road, Anaheim, CA 92802.

WHEREAS, NOCCCD intends to provide ESL classes within the District.

NOW, THEREFORE, the Parties hereto mutually agree to the following:

1. **DUTIES AND RESPONSIBILITIES:**

DISTRICT agrees to:

- Provide access to one classroom and parking spaces at each junior high school to enable NOCCCD to perform its services hereunder.
- Provide access to one additional classroom once a week in each junior high school to be used by NOCCCD for makeup testing and counselling.
- Provide utilities (excluding telephones) for the classrooms and custodial services at no charge.
- Provide deep cleaning once a year, during the winter break, at no charge. The classrooms to be closed for two week to allow for deep cleaning.
- Perform additional custodial cleaning as requested by NOCCCD at cost. The cost is the total time and material used for this service. Labor rates are based on the rates of the current association contracts for overtime.
- Maintain the sites of both Sycamore and Ball Junior High Schools.

- Serve timely and adequate notice to NOCCCD of any policy, procedural, or directive changes materially affecting the operation of NOCCCD.

NOCCCD agrees to:

- The operations of hours in both schools will be set from Monday through Friday starting from 5:30pm and ending at 9pm.
- There should be no operations during District holidays.
- Implement developmentally appropriate curriculum.
- Employ, supervise, evaluate, and train NOCCCD's staff.
- Purchase equipment and supplies necessary to perform its services hereunder.
- Make no permanent modifications to district facilities without prior written approval of DISTRICT. NOCCCD shall bear the full cost of any modifications to existing facilities which are necessary to meet the requirements of NOCCCD. NOCCCD shall bear the full cost of removal of any unapproved modifications and restoration of the facility.
- Exercise reasonable care for the property of DISTRICT and pay for any damage to DISTRICT property exclusive of normal wear and tear.
- Serve timely and adequate notice to DISTRICT of any policy, procedural, or directive changes materially affecting the operation of DISTRICT.

2. **PAYMENTS:**

NOCCCDE shall pay DISTRICT's direct cost for the use of facilities at the rates for non-profits groups not expanding net proceeds for the benefits of DISTRICT's students as stated in DISTRICT's adopted facility use fee schedule in effect at the time of use in accordance. NOCCCD shall not be required to pay an application fee, or a deposit, as otherwise required by the application and agreement for use of school facilities.

3. **TERM:**

The term of this Memorandum of Understanding shall begin on July 16, 2021, and remain in effect until June 30, 2026, unless terminated by either party in accordance with Section 16.0.

4. **PERSONNEL:**

NOCCCD and DISTRICT shall retain complete and absolute authority over their respective staff members assigned to Sycamore Junior High School. Neither party has the authority to discipline, suspend, or terminate from employment, or act against the other parties' staff members. However, the District reserves the right to deny access to NOCCCD personnel should they be deemed by the District to be not acceptable in Sycamore Junior High School.

5. **FINGERPRINTING:**

NOCCCD hereby acknowledges that it is required to comply with the requirement of Education Code section 45125.1 with respect to fingerprinting of employees who may have contact with DISTRICT's students. As required, NOCCCD must provide for completion of a Fingerprint Certification form, in DISTRICT's required format, prior to any NOCCCD

employee coming into contact with DISTRICT's students.

6. **CONFIDENTIALITY:**

NOCCCD and DISTRICT shall maintain confidentiality of their respective records and information about persons pursuant to all applicable federal and/or state laws or regulations including, without limitation, the State of California Welfare and Institutions Code 10850 et seq., as each may now exist or be hereafter amended.

7. **ACCESS TO RECORDS:**

NOCCCD shall have access to books, documents, and records of DISTRICT pertinent to services performed in this Agreement for auditing and evaluation purposes. DISTRICT shall have access to books, documents and records of CDI pertinent to services performed in this Agreement for purposes of audit and evaluation. Each of the parties shall maintain and preserve all books, financial statements, journals, ledgers, and other pertinent documents for a period of five (5) years from the termination of this Agreement for any period required thereafter by statue.

8. **INDEPENDENT CONTRACTOR:**

NOCCCD is an Independent contractor and shall be wholly responsible for services required by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between NOCCCD and DISTRICT. NOCCCD assumes the responsibility for the acts of its employees or agents as they relate to the services to be provided. NOCCCD, 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.

9. **INDEMNIFICATION:**

NOCCCD hereby agrees to hold harmless, indemnify and defend DISTRICT, 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 property, real, personal, tangible or intangible, expenses (including reasonable attorney fees and defense costs), arising out of the negligent acts or omissions of employees, agents or officers of NOCCCD during the period of this Agreement and shall pay for and satisfy any judgment that may be rendered against them in any action, suit, or other proceeding as a result thereof.

DISTRICT hereby agrees to hold harmless, indemnify and defend NOCCCD and its officers, agents and employees from liability and claims of liability for bodily Injury, sickness, disease or death of any person or persons, or damage to property, real, personal, tangible or intangible, expenses (including reasonable attorney fees and defense costs), arising out of the negligent acts or omissions of employees, agents or officers of DISTRICT during the term of this Agreement and shall pay for and satisfy any judgment that may be rendered against them in any action, suit, or other proceeding as a result thereof.

10. **INSURANCE:**

NOCCCD and DISTRICT at each sole cost and expense shall insure or self-insure its

activities connected with this Agreement and obtain, keep in force and agree to maintain general liability coverage of at least $1,000,000 per occurrence, $2,000,000 aggregate and to provide evidence of coverage upon request.

11. **AFFIRMATIVE ACTION EMPLOYMENT:**

NOCCCD agrees that it 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.

12. **LAWS, RULES, & REGULATIONS:**

NOCCCD and DISTRICT shall each keep themselves fully informed of, and in compliance with, all applicable local, state and federal laws, rules and regulations which affect their own duties and responsibilities under this agreement in any manner.

13. **ASSIGNMENT:**

NOCCCD shall not subcontract or assign the performance of any of the services in this Agreement without prior written approval of the DISTRICT.

14. **NO THIRD-PARTY RIGHTS:**

This Agreement shall not create any rights in, or Inure to the benefit of, any third part except as expressly provided herein.

15. **TERMINATION:**

This Agreement may be terminated by NOCCCD or DISTRICT with or without cause, upon the giving of sixty (30) days prior written notice to the other party.

16. **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: a) Personal service, or b) 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 ($3^{rd.}$) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement the addresses of the parties are as follows:

DISTRICT:
Anaheim Union High School District
501 Crescent Way
Anaheim, California 92803
Attn: Business Services

NOCCCD:
North Orange Community College District
1830 W. Romneya Drive
Anaheim, CA 92801
Attn: Karla Frizler

17. **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.

18. **NON-WAIVER:**
None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

19. **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. **PROHIBITED INTERESTS:**
NOCCCD maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for NOCCCD, to solicit or secure this Agreement. Further, NOCCCD warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for NOCCCD, any fee, commission, percentage, brokerage fee, gift or other consideration upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability.

21. **EXHIBITS AND RECITALS:**
All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as If fully set forth herein by this reference.

22. **ENTIRE AGREEMENT /AMENDMENT:**
This Agreement and any exhibits attached hereto constitute the entire agreement between NOCCCD 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 agreement.

23. **AUTHORITY TO EXECUTE:**
The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

ANAHEIM UNION HIGH SCHOOL DISTRICT:

By: Nancy C. Nien
Authorized Signature

Print Name: Nancy C. Nien

Title: Assistant Superintendent of Business

Date: 7/9/2021

North Orange County Community College District

By: Valentina Purtell
Authorized Signature

Print Name: Valentina Purtell

Title: President

Date: 7.09.21

EXHIBIT KK

CITY OF CYPRESS
AGREEMENT FOR CONTRACT SERVICES FOR CAMP CYPRESS TRANSPORTATION

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 31ST day of May, 2023, by and between the CITY OF CYPRESS, a California municipal corporation ("City") and Anaheim Union High School District (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Contractor warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Five Thousand Four Hundred and Fifty Dollars ($5,450) ("Contract Sum").

2.2 Invoices. Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will use its best efforts to cause Contractor to be paid within forty five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars ($5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for

any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Contractor. Dr. Nancy Nien hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Contractor and any authorized agents shall be under the exclusive direction of the representative of Contractor. Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Courtney Powers, Recreation Supervisor [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, either

the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of $100,000 per person and $300,000 per occurrence and property damage liability limits of $150,000 per occurrence or (ii) combined single limit liability of $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this

Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

a. Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;

b. Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

c. In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney's fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional

services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Contractor shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives the City notice of such court order or subpoena.

(c) If Contractor provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify the City should Contractor be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar

proceeding. Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Contractor.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Contractor in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Orange, State of California.

7.2 Disputes; Default. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for

termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon written notice to Contractor. In addition, the Contractor may terminate this Contract at any time for cause, upon sixty (60) days' advance written notice to City. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Cypress, 5275 Orange Avenue, Cypress, California 90630 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing.

Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

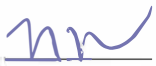
The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests"

pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials 

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
City of Cypress, a municipal corporation

Peter Grant, City Manager

ATTEST:

Alisha Farnell, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONTRACTOR:

By: _____
Name: Nancy Nien
Title: Asst. Smt of Busin

By: _____
Name:
Title:

Address: _____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

EXHIBIT "A"

SCOPE OF SERVICES

Provide the following for the Camp Cypress program:

- School buses and licensed school bus drivers for the transportaion of Recreation and Community Services participants in the Camp Cypress program per the Schedule of Performance Exhibit "D".

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

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EXHIBIT "C"

SCHEDULE OF COMPENSATION

Total cost of this agreement is not to exceed $5,450 for transportation services. The Contractor's compensation is as follows:

	Date of Excursion	Destination	Cost
1.	**June 14, 2023**	**Discovery Cube OC** 2500 N Main St. Santa Ana, CA 92705	$800.00
2.	**June 21, 2023**	**Pirates Dinner Adventure** 7600 Beach Blvd. Buena Park, 90620	$650.00
3.	**June 28, 2023**	**Knott's Berry Farm** 8039 Beach Blvd. Buena Park, 90620	$850.00
4.	**July 12, 2023**	**Bolsa Chica Beach** 17851 Pacific Coast Hwy Huntington Beach, 92649	$800.00
5.	**July 19, 2023**	**Boomers** 3405 Michelson Dr. Irvine, CA 92612	$750.00
6.	**July 26, 2023**	**Big Air Trampoline Park** 8308 On the Mall Buena Park, 90620	$750.00
7.	**August 2, 2023**	**Soak City** 8039 Beach Blvd. Buena Park, 90620	$850.00

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

	Date of Excursion	Destination	Pick-up at Community Center Time	Pick-up at Destination Time
1.	**June 14, 2023**	**Discovery Cube OC** 2500 N Main St. Santa Ana, CA 92705	9:00am	3:00pm
2.	**June 21, 2023**	**Pirates Dinner Adventure** 7600 Beach Blvd. Buena Park, 90620	9:00am	1:30pm
3.	**June 28, 2023**	**Knott's Berry Farm** 8039 Beach Blvd. Buena Park, 90620	9:00am	3:30pm
4.	**July 12, 2023**	**Bolsa Chica Beach** 17851 Pacific Coast Hwy Huntington Beach, 92649	9:00am	3:00pm
5.	**July 19, 2023**	**Boomers** 3405 Michelson Dr. Irvine, CA 92612	9:00am	2:30pm
6.	**July 26, 2023**	**Big Air Trampoline Park** 8308 On the Mall Buena Park, 90620	9:30am	3:00pm
7.	**August 2, 2023**	**Soak City** 8039 Beach Blvd. Buena Park, 90620	9:00am	3:30pm

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 1st day of August, 2023, between the Anaheim Union High School District ("District") and Servite High School ("Contractor") (each a party, collectively, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. **Term**. The term for services pursuant to this Agreement is from August 1, 2023 through June 30, 2024.

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

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

4. **Compensation**. Contractor agrees to pay the District for Services satisfactorily rendered pursuant to this Agreement a total fee of **$120/Hr. (Weekdays)** and **$140/Hr. (Weekends),** with no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the Contractor receives an invoice from District for Services actually completed.

5. **Independent Contractor**. Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Coontractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.

6. **Materials**. District shall furnish, at Contractor's expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

7. **Standard of Care**. Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.

8. **Audit**. District shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

9. **Indemnification**. To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

11. Compliance With Laws, Rules, and Regulations. Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. Permits/Licenses. District and all District's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. Safety and Security. District is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. Employment With Another Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes__ No **X** Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been

convicted of a felony, as defined in Education Code section 45122.1.

17. **Assignment/Subcontract.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. **Termination.** The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability.** The Districts financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

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

Contractor
Servite High School
Attn: Ann Cross
Address: 1952 W La Palma Ave.
Anaheim, Ca. 92801
Phone: (714) 774-7575
Email: across@servitehs.org

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

22. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **Governing Law.** This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

25. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

26. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

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

Anaheim Union High School District

Date: _____

By: _____

Print Name: Dr. Nancy Nien

Its: Assistant Superintendent, Business

Servite High School

Date: 10/8/23

By: _____

Print Name: Ana Cross

Its: _____

BOT 7

EXHIBIT A

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

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

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 20 day of July, 2023, between the Anaheim Union High School District ("District") and Javier Sierrra ("Contractor") (each a party, collectively, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. **Term**. The term for services pursuant to this Agreement is from July 1, 2023 through December 31, 2023.

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

✓ Signed Agreement
✓ Insurance Certificate(s) and Endorsements (Section 10)
N/A Criminal Background Investigation Certification(s) (Section 16)
✓ W-9 Form

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of Sixty Thousand Dollars ($60,000 ($70 per hour, includes intra-district mileage) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

5. **Independent Contractor**. Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.

6. **Materials**. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

7. **Standard of Care**. Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.

8. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

9. **Indemnification**. To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

11. Compliance With Laws, Rules, and Regulations. Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. Employment With Another Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been

convicted of a felony, as defined in Education Code section 45122.1.

17. **Assignment/Subcontract**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. **Termination**. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Nancy C. Nien
Copy: Patty Neely
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3555
Email: nien_n@auhsd.us

Contractor
Javier Sierra
Attn: Javier Sierra
5184 College Ave.
Riverside, CA 92505
Phone:
Email: jasumm50@gmail.com

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

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **Governing Law**. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

26. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

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

Anaheim Union High School District

Date:_____

By: _____

Print Name: Nancy C. Nien

Title: Assistant Superintendent, Business

Javier Sierra

Date: 7/7/23

By: JAVIER SIERRA

Print Name: Javier Sierra

Title: MAINTENANCE & OPERATIONS CONSULTANT

EXHIBIT A

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

Contractor shall:

Javier will consult and assist the executive director of Facilities, Maintenance and Operations, and the interim director, Maintenance & Operations, and staff, with regard to current programs, procedures, methods, and planning of the overall delivery of maintenance and operations services to the school sites.

Javier will provide consulting services to support the Maintenance and Operations Department during the vacancy the District's director, Maintenance and Operation position.

Anaheim Union High School District

Magnolia High School New Construction & Modernization

Erickson-Hall Construction Co.

Amendment No. 3

May 19, 2023

This Amendment No. 3 shall be incorporated in those certain documents dated May 27, 2022 entitled, "Construction Services Agreement" ("CSA"). The parties desire to amend the CSA as indicated below. Where any Article or portion is amended or superseded, the balance of that Article or portion not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. This Amendment No.3, taken together with the CSA dated May 27, 2022, represents the new Construction Services Agreement.

I. AMEND THE CONSTRUCTION SERVICES AGREEMENT AS FOLLOWS:

A. Add Articles 3.22, 3.23, 3.24, 3.25, 3.26, 3.27 as follows:

Magnolia High School Modernization – Art Building Renovation

The following are established through Contractor's review of the Program, Contract Documents and through Contractor's Due Diligence prior to entering into this Agreement:

3.22 Contract Time is **214** Days.

3.23 Liquidated Damages for overstaying Lease (Art. 18) is **$3,000.00** per calendar day.

3.24 Guaranteed Maximum Price (Art. 5) is **$2,852,851**.

3.24.1 Construction Contingency (within GMP) is **$48,101**.

3.24.2 Errors and Omissions Contingency (within GMP) is **$24,051**.

3.25 The only exception to the GMP is Unforeseen Underground Conditions, and District Contingency for Owner requested extras as follows:

3.25.1 District's Contingency (Art. 8) is **$28,529**. District Contingency is carried outside of the GMP.

3.25.2 Unforeseen Allowance is **$57,057**. Unforeseen Allowance is carried outside of the GMP.

3.26 The Contractor's fee for this Project is **Three Point Seventy-Five** percent (**3.75%**) and is included in the GMP.

3.27 Guaranteed Maximum Price (Art 5) for **New Construction & Modernization, Pool Restoration, HVAC Replacements and Art Building Renovation** combined is **$52,130,242**.

End of Amendment No. 3

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Construction Services Agreement Amendment as of the day and year first above written.

CONTRACTOR	DISTRICT:
ERICKSON-HALL CONSTRUCTION CO.	**ANAHEIM UNION HIGH SCHOOL DISTRICT**
By:_____	By:_____ Nancy Nien Assistant Superintendent, Business Services

Anaheim Union High School District

Magnolia High School New Construction & Modernization

Erickson-Hall Construction Co.

Amendment No. 4

June 23, 2023

This Amendment No. 3 shall be incorporated in those certain documents dated May 27, 2022 entitled, "Construction Services Agreement" ("CSA"). The parties desire to amend the CSA as indicated below. Where any Article or portion is amended or superseded, the balance of that Article or portion not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. This Amendment No.3, taken together with the CSA dated May 27, 2022, represents the new Construction Services Agreement.

I. AMEND THE SITE LEASE AS FOLLOWS:

A. Revise the Second "WHEREAS" Recital as Follows:
WHEREAS, the District's governing board has determined that it is in the best interests of the District and for the common benefit of the citizens it serves to construct the Project by leasing to the Lessee land and existing buildings at the Magnolia High School site and the Anaheim High School site at which the public improvements are to be constructed, as more specifically described in Exhibit "A," (collectively, the "Site"), and subleasing from the Lessee the Site and the Project under a Sublease Agreement (the "Sublease") attached hereto as Exhibit "B" and by this reference incorporated herein; and

B. Exhibit "A": Add the Anaheim High School site located at 811 W. Lincoln Ave., Anaheim, CA 92805.

II. AMEND THE SUBLEASE AS FOLLOWS:

A. Revise the First "WHEREAS" Recital as Follows:
WHEREAS, the District deems it essential for its own governmental purpose, to finance the construction of certain improvements as described in Exhibit "A" attached hereto (the "Project") and situated on the Magnolia High School and Anaheim High School sites described in Exhibit "B" attached hereto (collectively, the "Site"); and

B. Exhibit "A": Add the following work to be performed at the Cook Auditorium located at Anaheim High School: Maintenance Restoration.

C. Exhibit "B": Add the Anaheim High School site located at 811 W. Lincoln Ave., Anaheim, CA 92805.

III. AMEND THE CONSTRUCTION SERVICES AGREEMENT AS FOLLOWS:

A. Add Articles 3.22, 3.23, 3.24, 3.25, 3.26, 3.27 as follows:

Anaheim High School Cook Auditorium – Maintenance Restoration

The following are established through Contractor's review of the Program, Contract Documents and through Contractor's Due Diligence prior to entering into this Agreement:

3.22 Contract Time is **82** Days.

3.23 Liquidated Damages for overstaying Lease (Art. 18) is **$3,000.00** per calendar day.

3.24 Guaranteed Maximum Price (Art. 5) is **$811,552**.

3.24.1 Construction Contingency (within GMP) is **$11,683**.

3.24.2 Errors and Omissions Contingency (within GMP) is **$5,842**.

3.25 The only exception to the GMP is Unforeseen Underground Conditions, and District Contingency for Owner requested extras as follows:

3.25.1 District's Contingency (Art. 8) is **$40,677**. District Contingency is carried outside of the GMP.

3.25.2 Unforeseen Allowance is **$16,227.** Unforeseen Allowance is carried outside of the GMP.

3.26 The Contractor's fee for this Project is **Three Point Seventy-Five** percent (**3.75%**) and is included in the GMP.

3.27 Guaranteed Maximum Price (Art 5) for **New Construction & Modernization, Pool Restoration, HVAC Replacements, Art Building Renovation and {insert work} for the Cook Auditorium at Anaheim High School** combined is **$52,941,794**.

End of Amendment No. 4

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Construction Services Agreement Amendment as of the day and year first above written.

CONTRACTOR:	DISTRICT:
ERICKSON-HALL CONSTRUCTION CO.	**ANAHEIM UNION HIGH SCHOOL DISTRICT**
By:_____ Justin Sinnott, Vice President	By:_____ Nancy Nien Assistant Superintendent, Business Services

Bid 2023-07

CHANGE ORDER NO.1

(Deductive)

PROJECT: Bid #2023-07 Districtwide Exterior Lighting (KE, OX, SA)

TO: Giannelli Electric, Inc.

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE: _

- Work Order 1 – DEDUCT ($113,900.00)
- Work Order 2 – DEDUCT ($11,226.00)

COST (This cost shall be deleted.):

Original contract price:	$688,688.00
Change Order amount:	($125,126.00)
New contract price:	$563,562.00

TIME FOR COMPLETION:

Original completion date:	135 Consecutive Calendar Days
Time for completion of Change Order:	0 days
New completion date:	135 Consecutive Calendar Days

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: _____
Signature

TIMOTHY J GIANNELLI
Print Name

PRESIDENT
Title

6-5-2023
Date

DISTRICT

By: _____
Signature

Nancy C. Nien
Print Name

Assistant Superintendent, Business
Title

_____
Date

ARCHITECT

By: _____
Signature

GARY MCFARLAND
Print Name

PRINCIPAL - AG DESIGN, INC.
Title

6-5-2023
Date

Facilities Planning, Design and Construction
501 Crescent Way ~ P.O. Box 3520
Anaheim, CA 92803-3520
Tel: 714.999.5454 Fax: 714.520.5741

Project Name: Exterior Lighting – Kennedy, Oxford, Savanna
Project Number: 2023-07

P.O. #S64A0199
DSA #: N/A

Work Order

To: *Giannelli Electric, Inc..*
7000 Merrill Ave., B210C
Chino, CA 91710

Work Order #____2_____

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

COP 1 - OX_Replace 6 EL8 callout on Bldg.400 entry to 3-EL1 blank plate..... ADD $1,456.00
COP 2 – KE_Replace 8 wall pack fixtures NOP with type #L4..... ADD $2,962.00
COP 3 – OX_Replace 3 wall pack fixtures NOP with EL2 & 2 surface mounts NOP with EL1.....ADD $2,496.00
COP 4 – SA_Troubleshoot & advise, repair w/no power, replace Tclock w/intermatic ET28225C....ADD $2,577.00
COP 5 - SA_Add photo cells, remove and relocate fixture, from Gym Eastside to Science Bldg.
Add power to gym north fixture, key switches for lights by storage room. ....ADD $4,283.00
Credit back Contract Allowance SOW 1.13.....DEDUCT <$25,000.00>

Not Valid until signed by the Owner.
Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to $100,000.00. The adjustment in Contract Sum, if any, an the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

COST:

☒ Lump Sum **<$11,226.00>** ☐ Not to Exceed_____
☐ Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
☐ Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
☐ In accordance with contract unit prices

TIME:

☒ No Change ☐Impact unknown at this time ☐Impact to contract completion date is estimated at _____ days
☐ Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. _____ days____)
The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business		6-21-23
AUHSD Patricia Neely		6/15/23
Contractor	Timothy J. Giannelli	6-5-2023
Architect		6.5.23
Project Manager		6/15/23
IOR		6/15/23

Monday, June 05, 2023

Declaring Certain Equipment as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction	
Quantity	**Description**
2	Charging Cart
35	Computer Desktop
21	Computer iMac
88	Computer Laptop
30	Computer Monitor
45	Computer Tablet
19	Document Camera
287	Laptop Chromebook
55	Laptop Stream
17	Projector
1	Scanner
2	Television

Declaring Certain Books as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction

EXHIBIT RR

Description	Quantity	Publication Date	General Condition	Reason For Disposition	Compliant Y/N
Culinary					
Becoming a Food Serv Prof Yr. 1	19	Outdated	Fair	Obsolete	No To Be Sold
Becoming a Food Serv Prof Yr. 2	12	Outdated	Fair	Obsolete	No To Be Sold
Becoming a Rest & Food Serv Yr . 1	21	Outdated	Fair	Obsolete	No To Be Sold
Becoming a Rest & Food Serv Yr. 2	8	Outdated	Fair	Obsolete	No To Be Sold
Building Life Skills	1	Outdated	Fair	Obsolete	No To Be Sold
Color for Men	6	Outdated	Fair	Obsolete	No To Be Sold
Color Me Beautiful	29	Outdated	Fair	Obsolete	No To Be Sold
Creative Living Skills TE	2	Outdated	Fair	Obsolete	No To Be Sold
Culinary Essentials	38	Outdated	Fair	Obsolete	No To Be Sold
Developing Career & Living Skills	1	Outdated	Fair	Obsolete	No To Be Sold
Discover Food & Nutritioin	1	Outdated	Fair	Obsolete	No To Be Sold
Discovering Food and Nutrition	25	Outdated	Fair	Obsolete	No To Be Sold
Geography of Travel & Tourism	1	Outdated	Fair	Obsolete	No To Be Sold
Guide to Good Food	1	Outdated	Fair	Obsolete	No To Be Sold
Housing Decisions	1	Outdated	Fair	Obsolete	No To Be Sold
Introduction to Hospitality	21	Outdated	Fair	Obsolete	No To Be Sold
Life On Your Own	41	Outdated	Fair	Obsolete	No To Be Sold
Practical Sewing	24	Outdated	Fair	Obsolete	No To Be Sold
Preparing for Career Success	1	Outdated	Fair	Obsolete	No To Be Sold
Serve Safe Essentials 2nd Ed	25	Outdated	Fair	Obsolete	No To Be Sold
Spanish Food Serv Prof Yr. 2	17	Outdated	Fair	Obsolete	No To Be Sold
Student Activity Book Yr. 1	23	Outdated	Fair	Obsolete	No To Be Sold
Student Activity Book Yr. 2	14	Outdated	Fair	Obsolete	No To Be Sold
Travel Around the World	9	Outdated	Fair	Obsolete	No To Be Sold
Travel Geography & Destinations	7	Outdated	Fair	Obsolete	No To Be Sold
Travelers World	1	Outdated	Fair	Obsolete	No To Be Sold
Social Science					
The Americans	1	Outdated	Fair	Obsolete	No To Be Sold

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
Understanding Psychology	5	Outdated	Fair	Obsolete	No To Be Sold
World Language					
Abriendo Paso Lectura	5	Outdated	Fair	Obsolete	No To Be Sold
Avancemos 1	382	Outdated	Fair	Obsolete	No To Be Sold
Avancemos 2	227	Outdated	Fair	Obsolete	No To Be Sold
Avancemos 3	115	Outdated	Fair	Obsolete	No To Be Sold
Avancemos 4	70	Outdated	Fair	Obsolete	No To Be Sold
Bien Dit 1	160	Outdated	Fair	Obsolete	No To Be Sold
Bien Dit 2	204	Outdated	Fair	Obsolete	No To Be Sold
Bien Dit 3	132	Outdated	Fair	Obsolete	No To Be Sold
Bien Dit Level 1	132	Outdated	Fair	Obsolete	No To Be Sold
Bien Dit Level 2	64	Outdated	Fair	Obsolete	No To Be Sold
Bien Dit Level 3	23	Outdated	Fair	Obsolete	No To Be Sold
Temas AP Spanish Lang & Culture	46	Outdated	Fair	Obsolete	No To Be Sold
Dual Enrollment					
Advanced Word Processing	53	Outdated	Fair	Obsolete	No To Be Sold
Sociology	91	Outdated	Fair	Obsolete	No To Be Sold
What's That Sound?	70	Outdated	Fair	Obsolete	No To Be Sold
English					
Improving Vocabulary Skills	63	Outdated	Fair	Obsolete	No To Be Sold
Writers Craft Blue Level	1	Outdated	Fair	Obsolete	No To Be Sold
Writers Craft Blue Teacher Box	1	Outdated	Fair	Obsolete	No To Be Sold
Writers Craft Orange	1	Outdated	Fair	Obsolete	No To Be Sold
Science					
Living in the Environment	1	Outdated	Fair	Obsolete	No To Be Sold

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

EXHIBIT SS

BOARD OF TRUSTEES MEETING 07/20/2023 **FROM 06/06/2023 TO 07/07/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
T64X0147	**3 D FASTENERS**	**500.00**	500.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64R0005	**4IMPRINT**	**1,108.58**	1,108.58	0122159510 4310	MAGNOLIA/ACCTS RECEIVBLE / INSTRUCTIONAL
T64R0007	**A ALVARADO PAINTING**	**2,300.00**	2,300.00	0121237081 5610	WESTERN/PAINT/MO / REPAIRS/MAINT - O/S
T64X0107	**A ALVARADO PAINTING**	**10,000.00**	10,000.00	0110242081 5610	M&O/MAINTENANCE VANDALSIM / REPAIRS/MAINT
T64X0093	**A AND J SHEET METAL INC**	**20,000.00**	20,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0094	**A LINE INC**	**5,000.00**	5,000.00	0110230081 5620	MAINTENANCE/MO / RENTALS/OPERATING LEASES
T64X0005	**A Z BUS SALES INC.**	**15,000.00**	15,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64X0001	**A1 TRANSMISSION SERVICE**	**18,000.00**	18,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
T64X0096	**AAA ELECTRIC MOTOR SALES**	**25,000.00**	25,000.00	0110235081 4355	MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLIE
T64X0076	**ABC SCHOOL EQUIPMENT INC**	**20,000.00**	20,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0068	**ACORN MEDIA**	**1,000.00**	1,000.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
T64X0099	**ACS BILLING SERVICE**	**69,000.00**	69,000.00	0111000081 5580	MO/MO / SANITATION
T64A0001	**AD-WEAR AND SPECIALTY OF TEXAS**	**10,000.00**	10,000.00	0120535010 4310	AN/PE UNIFORM/INSTR / INSTRUCTIONAL MATL &
T64A0002	**AD-WEAR AND SPECIALTY OF TEXAS**	**18,000.00**	18,000.00	0138027010 4310	BALL/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64A0003	**AD-WEAR AND SPECIALTY OF TEXAS**	**4,000.00**	4,000.00	0131027010 4310	BR/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64A0004	**AD-WEAR AND SPECIALTY OF TEXAS**	**8,000.00**	8,000.00	0128027010 4310	CY/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64A0005	**AD-WEAR AND SPECIALTY OF TEXAS**	**10,000.00**	10,000.00	0135027010 4310	DALE/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64A0006	**AD-WEAR AND SPECIALTY OF TEXAS**	**15,000.00**	15,000.00	0125027010 4310	KA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64A0007	**AD-WEAR AND SPECIALTY OF TEXAS**	**4,000.00**	4,000.00	0127027010 4310	KE/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64A0008	**AD-WEAR AND SPECIALTY OF TEXAS**	**11,000.00**	11,000.00	0144027010 4310	LEX/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64A0009	**AD-WEAR AND SPECIALTY OF TEXAS**	**5,000.00**	5,000.00	0124027010 4310	LOARA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64A0010	**AD-WEAR AND SPECIALTY OF TEXAS**	**8,500.00**	8,500.00	0132027010 4310	OR/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64A0011	**AD-WEAR AND SPECIALTY OF TEXAS**	**3,000.00**	3,000.00	0142027010 4310	OXFORD/PHYS ED/INSTR / INSTRUCTIONAL MATL &

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T64A0012	**AD-WEAR AND SPECIALTY OF TEXAS**	**12,000.00**	12,000.00	0123027010 4310	SA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64A0013	**AD-WEAR AND SPECIALTY OF TEXAS**	**15,000.00**	15,000.00	0140027010 4310	SOUTH/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64A0014	**AD-WEAR AND SPECIALTY OF TEXAS**	**12,000.00**	12,000.00	0134027010 4310	WA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64A0015	**AD-WEAR AND SPECIALTY OF TEXAS**	**3,000.00**	3,000.00	0121027010 4310	WESTERN/PHYS ED/INSTR / INSTRUCTIONAL MATL
T64A0021	**AD-WEAR AND SPECIALTY OF TEXAS**	**15,000.00**	15,000.00	0137027010 4310	SY/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64A0031	**AD-WEAR AND SPECIALTY OF TEXAS**	**6,000.00**	6,000.00	0122027010 4310	MA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64X0079	**ADI**	**40,000.00**	40,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
T64X0100	**ADVANTAGE WEST INVESTMENT ENTE**	**10,000.00**	10,000.00	0111221081 4347	OPERATIONS - CUSTODIAL / OPERATIONS SUPPLIES
T64T0003	**AERIES SOFTWARE INC**	**80,469.20**	80,469.20	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
T64T0028	**AERIES SOFTWARE INC**	**55,496.00**	55,496.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
T64X0104	**AGRI TURF DISTRIBUTING LLC**	**28,000.00**	28,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
T64X0105	**AGUINAGA GREEN INC**	**17,000.00**	17,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
S64A0299	**AIREMASTERS AIR CONDITIONING**	**2,965,255.00**	2,965,255.00	0156392885 6269	ESSER III (ARP ACT) / CONSTRUCTION-HVAC
S64A0300	**AIREMASTERS AIR CONDITIONING**	**7,703,874.00**	7,703,874.00	0156392885 6269	ESSER III (ARP ACT) / CONSTRUCTION-HVAC
T64X0023	**AIRGAS USA LLC**	**5,000.00**	5,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64X0018	**AIRSUPPLY TOOLS INC.**	**62,500.00**	62,500.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64X0077	**ALBRIGHT LIGHTING PLASTICS**	**6,000.00**	6,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
S64R2223	**ALL AMERICAN INSPECTION INC**	**4,500.00**	4,500.00	2721731185 6219	WE/BOND SERIES 2019 - MEAS H / BUILDING
T64X0082	**ALLIANCE ENVIRONMENTAL COMPLIA**	**80,000.00**	80,000.00	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
S64R2208	**ALLIED SUPPLY CORP**	**6,899.18**	6,899.18	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
S64R2185	**AMAZON CAPITAL SERVICE**	**361.88**	361.88	0144140027 4320	LEX/SCH ADM/SCH ADM / OTHER OFFICE/MISC
S64T0707	**AMAZON CAPITAL SERVICE**	**8.52**	8.52	0144140027 4320	LEX/SCH ADM/SCH ADM / OTHER OFFICE/MISC

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T64X0067	**AMAZON WEB SERVICES INC.**	**5,000.00**	5,000.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
T64X0071	**AMERICAN CASUAL**	**9,000.00**	9,000.00	0108108077 4345	INFO SYSTEM/DP / OPERATIONS SUPPLIES -
T64A0047	**AMERICAN FIDELITY ASSURANCE CO**	**150,000.00**	150,000.00	6900690060 5450	HEALTH AND WELF/ENTERP / OTHER INSURANCE
T64X0106	**AMERICAN TIME**	**30,000.00**	30,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
T64X0002	**ANAHEIM FULLERTON TOWING**	**1,000.00**	1,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
T64X0080	**ANIXTER**	**17,000.00**	17,000.00	0110236081 4355	MAINTENANCE/LOCKS/MO / MAINTENANCE
S64A0301	**AP CONSTRUCTION GROUP INC**	**9,836,442.00**	9,836,442.00	0156392885 6269	ESSER III (ARP ACT) / CONSTRUCTION-HVAC
T64X0195	**APOLLO PRINTING AND GRAPHICS**	**5,000.00**	5,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
T64X0081	**ARROW SERVICES INC**	**61,000.00**	61,000.00	0111220081 5580	OPERATIONS - GENERAL / SANITATION
T64X0161	**ART SUPPLY WAREHOUSE**	**2,000.00**	2,000.00	0127005010 4310	KE/ART/INSTR / INSTRUCTIONAL MATL & SUPPLIES
S64T0703	**AVI-SPL LLC**	**7,350.27**	7,350.27	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
S64R2184	**AVID CENTER**	**950.00**	950.00	0140381010 5210	SOUTH/ECIA1/INSTR / TRAVEL AND CONFERENCE
T64R0013	**AVID CENTER**	**4,750.00**	4,750.00	0120381010 5210	ANAHEIM/ECIA1/INSTR / TRAVEL AND CONFERENC
T64X0163	**AWARDS BY PAUL**	**1,200.00**	1,200.00	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
T64X0004	**AXLE TRANSMISSION XCHANGE**	**15,000.00**	15,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64T0021	**B AND H PHOTO VIDEO INC**	**539.82**	539.82	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64T0022	**B AND H PHOTO VIDEO INC**	**591.55**	591.55	0128000910 4410	CY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64T0024	**B AND H PHOTO VIDEO INC**	**77.58**	77.58	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64X0136	**B AND H PHOTO VIDEO INC**	**500.00**	500.00	0100970081 4347	COMMUNITY SERVICE/MO / OPERATIONS SUPPLIES
T64X0108	**B AND K ELECTRIC WHOLESALE**	**10,000.00**	10,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
S64R2201	**B AND M LAWN AND GARDEN INC**	**1,066.73**	1,066.73	0111222081 4410	OPERATIONS - GROUNDS / EQUIPMENT - NON-
S64R2216	**B AND M LAWN AND GARDEN INC**	**310.31**	310.31	0132000081 4347	OR/MO / OPERATIONS SUPPLIES - MISC
T64X0110	**B AND M LAWN AND GARDEN INC**	**30,000.00**	30,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -

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T64T0014	**BANCTEC INC.**	**2,064.60**	2,064.60	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
T64X0112	**BARNEY'S BLENDS INC.**	**25,000.00**	25,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
T64X0095	**BAVCO**	**20,000.00**	20,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
S64R2245	**BCT ENTERTAINMENT**	**1,354.50**	1,354.50	0153000910 5620	SP PR/LCFF-SUPPLEMENTAL / RENTALS/OPERATINC
T64X0097	**BCT ENTERTAINMENT**	**3,000.00**	3,000.00	0100970081 4347	COMMUNITY SERVICE/MO / OPERATIONS SUPPLIES
T64X0051	**BEST-VIP CHAUFFEURED WORLDWIDE**	**10,000.00**	10,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
T64X0113	**BIG D SUPPLIES**	**2,000.00**	2,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64A0033	**BILLINGS, JANICE**	**8,600.00**	8,600.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE BENEFITS-
T64X0098	**BIRD B GONE INC**	**2,000.00**	2,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
T64X0194	**BJ BINDERY**	**45,000.00**	45,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
T64X0115	**BLACK AND DECKER U S INC**	**1,000.00**	1,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0048	**BLUE STAR AUTO GLASS**	**8,500.00**	8,500.00	0179113036 4385	GARAGE/TRANS-REG ED/TRANSPORT /
T64X0101	**BOBCAT OF LOS ANGELES INC**	**10,000.00**	10,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
T64X0006	**BORDER TIRE**	**35,000.00**	35,000.00	0179113036 4386	GARAGE/TRANS-REG ED/TRANSPORT /
T64X0078	**BPS SUPPLY GROUP**	**10,000.00**	10,000.00	0110239081 4355	MAINTENANCE/PLUMB/MO / MAINTENANCE
T64X0116	**BREAKER DEPOT INC**	**3,000.00**	3,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
S64R2196	**BRIDGEPORT GOLF CARS**	**5,603.00**	5,603.00	0142000010 6490	OXFORD/INSTR / EQUIPMENT - OTHER
T64X0213	**BROOKHURST JUNIOR HIGH SCHOOL**	**2,100.00**	2,100.00	0131751640 5810	BR/ATHLETICS/ANCIL / NON-INSTRUCTIONAL PROF
T64R0018	**BUDDY'S ALL STARS INC**	**675.26**	675.26	0122028010 4310	MA/ATHLET/INSTR / INSTRUCTIONAL MATL &
T64R0021	**BUDDY'S ALL STARS INC**	**882.37**	882.37	0144054040 4310	LEX/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
T64X0007	**BUSWEST**	**20,000.00**	20,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
S64R2204	**CAL BUILDING SYSTEMS INC**	**1,560.00**	780.00	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			780.00	0142230081 5610	OXFORD/GENERAL/MO / REPAIRS/MAINT - O/S

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T64X0118	**CAL BUILDING SYSTEMS INC**	**60,000.00**	60,000.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
T64X0158	**CAL BUILDING SYSTEMS INC**	**58,310.00**	58,310.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
S64R2187	**CALIFORNIA ASSOCIATION OF LATI**	**450.00**	450.00	0101101071 5310	BOARD/ BRD SUPT / DUES AND MEMBERSHIPS
T64X0064	**CALIFORNIA CUSHION COMPANY INC**	**2,000.00**	2,000.00	0110233081 4355	MAINTENANCE/FLOOR/MO / MAINTENANCE
S64R2229	**CALIFORNIA DEPARTMENT OF EDUC.**	**3,500.00**	3,500.00	2722731185 6220	MA/BOND SERIES 2019 - MEAS H / PLANNING - CDE
T64X0103	**CALIFORNIA PLUMBING PARTS**	**50,000.00**	50,000.00	0110239081 4355	MAINTENANCE/PLUMB/MO / MAINTENANCE
S64R2202	**CALIFORNIA RETROFIT INC**	**1,699.36**	1,699.36	0122231081 4410	MA/ELECTRIC/MO / EQUIPMENT - NON-CAPITALIZE
T64X0119	**CALIFORNIA RETROFIT INC**	**20,000.00**	20,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
T64X0121	**CALIFORNIA RETROFIT INC**	**4,500.00**	4,500.00	0100970081 4347	COMMUNITY SERVICE/MO / OPERATIONS SUPPLIES
T64A0017	**CALIFORNIA SCHOOLS DENTAL COAL**	**3,750,000.00**	3,750,000.00	6900690060 5892	HEALTH AND WELF/ENTERP / CLAIMS - DENTAL
T64R0023	**CALPERS**	**199.99**	199.99	0106106072 5210	BUSINESS/GENL ADM / TRAVEL AND CONFERENCE
T64X0122	**CAMERON WELDING SUPPLY**	**3,000.00**	3,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0226	**CAMERON WELDING SUPPLY**	**1,000.00**	1,000.00	0127017010 4310	KE/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
T64X0046	**CAPDEVIELLE INC**	**10,000.00**	10,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64T0007	**CARAHSOFT TECHNOLOGY CORP**	**31,601.30**	31,601.30	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
T64A0022	**CATAPULTK12**	**2,010.00**	2,010.00	0100000072 5453	GEN FUND/GENL ADM / INSURANCE - EXCESS
S64T0714	**CDW GOVERNMENT INC.**	**237.68**	237.68	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
T64T0018	**CDW GOVERNMENT INC.**	**368.83**	368.83	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
T64X0124	**CEMEX**	**50,000.00**	50,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0109	**CENTAR INDUSTRIES**	**1,500.00**	1,500.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
S64R2209	**CENTRALIA SCHOOL DIST**	**76,978.38**	76,978.38	0119283039 5810	SYS/OTHER PUPIL / NON-INSTRUCTIONAL PROF
T64X0052	**CERTIFIED TRANSPORTATION SVCS**	**20,000.00**	20,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /

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T64X0125	**CHRISTIAN BUILDING MATERIALS**	**5,000.00**	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0128	**CISCO'S SHOP INC.**	**5,000.00**	5,000.00	0110239081 4355	MAINTENANCE/PLUMB/MO / MAINTENANCE
T64X0008	**CITY AUTO TOP**	**10,000.00**	10,000.00	0179113036 4385	GARAGE/TRANS-REG ED/TRANSPORT /
S64R2230	**CITY OF ANAHEIM**	**2,826.24**	2,826.24	0123000010 5880	SA/INSTR / OTHER OPERATING EXPENSES
S64R2239	**CITY OF ANAHEIM**	**3,179.52**	3,179.52	0122028010 5880	MA/ATHLET/INSTR / OTHER OPERATING EXPENSES
S64R2242	**CITY OF ANAHEIM**	**2,010.77**	2,010.77	0110211581 5810	MAINTENANCE/GRADUATION/MO / NON-
S64A0298	**CITY OF ANAHEIM AS SUCCESSOR A**	**229,981.77**	229,981.77	4500722600 8625	ANAHEIM PLAZA / COMMUNITY REDEVELOPMENT
T64A0032	**CLAIM RETENTION SERVICES INC.**	**27,000.00**	27,000.00	0177177072 5810	RISK MANAGEMENT / NON-INSTRUCTIONAL PROF
T64X0053	**CLEAN ENERGY**	**30,000.00**	30,000.00	0113113036 4392	TRANS/REG-ED/TRANSPORTATION /
S64C0152	**CLEAN OUT KINGS**	**3,990.00**	3,990.00	0123239081 5610	SA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
S64C0159	**CLEAN OUT KINGS**	**17,620.00**	17,620.00	0124239081 5610	LOARA/PLUMB/MO / REPAIRS/MAINT - O/S SERVICE
S64R2192	**CLEAN OUT KINGS**	**4,747.00**	4,747.00	0128239081 5610	CY/PLUMB/MO / REPAIRS/MAINT - O/S SERVICES
T64X0196	**COAST TO COAST LABEL**	**1,000.00**	1,000.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC
T64R0015	**CODESP**	**3,000.00**	3,000.00	0105105072 5310	CLASS HR/GENL ADM / DUES AND MEMBERSHIPS
S64R2195	**COLLEGE BOARD**	**400.00**	400.00	0115115021 5310	EDUCATION/SUPV INST / DUES AND MEMBERSHIPS
S64R2224	**CONTAINER ALLIANCE**	**1,676.16**	1,676.16	2735731185 6274	DALE/BOND SERIES 2019 - MEAS H / CONSTRUCTION
S64R2235	**CONTAINER ALLIANCE**	**609.04**	609.04	2525710185 6274	KAT/DEV FEES/ACQ / CONSTRUCTION - OTHER COS
T64X0111	**CORVUS INDUSTRIES LTD**	**15,000.00**	15,000.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
T64X0009	**CREATIVE BUS SALES**	**20,000.00**	20,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64T0026	**CROWN TROPHY**	**500.00**	500.00	0134750640 4310	WA/AFTER SCHOOL/ANCIL / INSTRUCTIONAL MATI
T64A0042	**CSM CONSULTING INC.**	**27,600.00**	27,600.00	0108108077 5810	INFO SYSTEM/DP / NON-INSTRUCTIONAL PROF
T64R0014	**CSPCA**	**1,200.00**	1,200.00	0105105072 5310	CLASS HR/GENL ADM / DUES AND MEMBERSHIPS
S64R2244	**CULVER NEWLIN**	**13,563.89**	3,748.08	2722731185 4310	MA/BOND SERIES 2019 - MEAS H / INSTRUCTIONAL

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S64R2244	***** CONTINUED *****				
			9,815.81	2722731185 4410	MA/BOND SERIES 2019 - MEAS H / EQUIPMENT - NON
T64C0001	**CULVER NEWLIN**	**5,812.04**	5,812.04	0115115021 6490	EDUCATION/SUPV INST / EQUIPMENT - OTHER
T64X0114	**CVT RECYCLING**	**15,000.00**	15,000.00	0111000081 5580	MO/MO / SANITATION
T64X0219	**CYPRESS HIGH SCHOOL**	**25,000.00**	25,000.00	0128751640 5810	CY/ATHLETICS/ANCIL / NON-INSTRUCTIONAL PROF
T64X0208	**DALE JUNIOR HIGH ASB**	**2,100.00**	2,100.00	0135751640 5810	DA/ATHLETICS/ANCIL / NON-INSTRUCTIONAL PROF
T64X0010	**DARTCO TRANSMISSION SALES SVC**	**25,000.00**	25,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64X0086	**DB SERVICE CENTER LLC**	**7,000.00**	7,000.00	0111221081 4347	OPERATIONS - CUSTODIAL / OPERATIONS SUPPLIES
T64A0018	**DELTA DENTAL INSURANCE COMPANY**	**250,000.00**	250,000.00	6900690060 5465	HEALTH AND WELF/ENTERP / INSURANCE - DENTAL
T64X0162	**DENNIS UNIFORM**	**2,000.00**	2,000.00	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
S64R2210	**DEPARTMENT OF GENERAL SERVICES**	**405.25**	405.25	0104104072 5821	CERT HR/GENL ADM / LEGAL FEES
T64A0048	**DIVISION OF THE STATE ARCHITEC**	**250,000.00**	250,000.00	2756731185 6210	BOND SERIES 2019 - MEAS H / PLANNING - DSA PLAN
T64T0002	**DNS MADE EASY**	**920.90**	920.90	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
T64X0164	**DUNN EDWARDS PAINTS**	**10,000.00**	10,000.00	0110237081 4355	MAINTENANCE/PAINT/MO / MAINTENANCE SUPPLI
T64X0117	**E.B. BRADLEY COMPANY**	**3,000.00**	3,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0065	**EBERHARD EQUIPMENT**	**10,000.00**	10,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
T64X0165	**ECONOMY RENTALS INC**	**38,000.00**	38,000.00	0110230081 5620	MAINTENANCE/MO / RENTALS/OPERATING LEASES
T64X0120	**ENCORE GAS AND SUPPLY**	**5,000.00**	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64T0017	**ENCYCLOPEDIA BRITANNICA INC.**	**14,750.00**	14,750.00	0153000910 5880	SP PR/LCFF-SUPPLEMENTAL / OTHER OPERATING
T64A0034	**ESCOE, BARRY**	**15,000.00**	15,000.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE BENEFITS-
T64X0041	**EVERDRIVEN TECHNOLOGIES LLC**	**80,000.00**	80,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
T64X0054	**EVOQUA WATER TECHNOLOGIES LLC.**	**6,000.00**	6,000.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION / REPAIRS/MAIN
T64X0085	**EWING IRRIGATION PRODUCTS**	**50,000.00**	50,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -

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T64X0089	**EXPO PROPANE**	**25,000.00**	25,000.00	0113113036 4383	TRANS/REG-ED/TRANSPORTATION /
T64A0025	**EXPRESS SCRIPTS INC.**	**8,000,000.00**	8,000,000.00	6900690060 5895	HEALTH AND WELF/ENTERP / CLAIMS -
T64X0166	**F.M. THOMAS AIR CONDITIONING I**	**12,000.00**	12,000.00	0110235081 5610	MAINTENANCE/HVAC/MO / REPAIRS/MAINT - O/S
T64X0167	**FENN TERMITE AND PEST CONTROL**	**15,000.00**	15,000.00	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
S64R2194	**FERGUSON ENTERPRISES INC**	**727.85**	60.48	0110239081 4355	MAINTENANCE/PLUMB/MO / MAINTENANCE
			667.37	0110239081 4410	MAINTENANCE/PLUMB/MO / EQUIPMENT - NON-
T64X0123	**FERGUSON ENTERPRISES INC**	**70,000.00**	70,000.00	0110235081 4355	MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLI
T64X0043	**FINISHMASTER INC**	**5,000.00**	5,000.00	0179113036 4375	GARAGE/TRANS-REG ED/TRANSPORT /
T64R0012	**FIVE STAR RUBBER STAMP INC**	**237.95**	237.95	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
T64X0075	**FIVE STAR RUBBER STAMP INC**	**3,000.00**	3,000.00	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
T64X0011	**FLEET SERVICES INC**	**52,500.00**	52,500.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64X0126	**FOUNDATION BUILDING MATERIALS**	**15,000.00**	15,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0190	**FREESTYLE PHOTOGRAPHIC SUPPLIE**	**3,500.00**	3,500.00	0127009010 4310	KE/PHOTO/INSTR / INSTRUCTIONAL MATL &
S64R2197	**FRITTS FORD**	**72,204.61**	72,204.61	0111220081 6490	OPERATIONS - GENERAL / EQUIPMENT - OTHER
T64X0055	**FROG ENVIRONMENTAL INC.**	**10,000.00**	10,000.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION / REPAIRS/MAIN
T64X0020	**FULLERTON FORD**	**5,000.00**	5,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64A0023	**GALLAGHER BENEFIT SERVICES INC**	**135,000.00**	135,000.00	6900690060 5812	HEALTH AND WELF/ENTERP / ADMIN FEE - HEALTH
S64R2193	**GAMA CONTRACTING SERVICES**	**12,100.00**	12,100.00	0138230081 5610	BALL/GENERAL/MO / REPAIRS/MAINT - O/S SERVICI
S64R2191	**GANAHL LUMBER CO**	**12,590.39**	326.28	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
			3,091.05	0110230081 4410	MAINTENANCE/MO / EQUIPMENT - NON-
			9,173.06	0110230081 6490	MAINTENANCE/MO / EQUIPMENT - OTHER
T64X0168	**GANAHL LUMBER CO**	**15,000.00**	15,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0169	**GANAHL LUMBER CO**	**80,000.00**	80,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES

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T64X0223	**GANAHL LUMBER CO**	**4,000.00**	4,000.00	0134022010 4310	WA/WOOD/INSTR / INSTRUCTIONAL MATL &
T64X0228	**GANAHL LUMBER CO**	**2,000.00**	2,000.00	0144017010 4310	LEX/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
T64X0229	**GANAHL LUMBER CO**	**500.00**	500.00	0144054040 4347	LEX/AFTSCHL/ANCIL / OPERATIONS SUPPLIES - MIS
T64X0230	**GANAHL LUMBER CO**	**1,077.50**	1,077.50	0144000081 4347	LEX/MO / OPERATIONS SUPPLIES - MISC
T64X0231	**GANAHL LUMBER CO**	**2,000.00**	2,000.00	0127017010 4310	KE/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
S64R2190	**GARDENA VALLEY NEWS**	**3,668.90**	3,668.90	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64X0012	**GARY'S RADIATOR SERVICE**	**8,000.00**	8,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
S64C0158	**GEARY PACIFIC SUPPLY**	**29,048.06**	114.99	0150235081 4355	ADMIN/HVAC/MO / MAINTENANCE SUPPLIES
			28,933.07	0150235081 6490	ADMIN/HVAC/MO / EQUIPMENT - OTHER
T64X0083	**GEARY PACIFIC SUPPLY**	**10,000.00**	10,000.00	0110235081 4355	MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLI
S64R2236	**GIANNELLI ELECTRIC INC.**	**4,991.00**	4,991.00	4525724085 6221	KATELLA/NEIGHBORHOOD DEV/FAC / BUILDING
S64R2237	**GIANNELLI ELECTRIC INC.**	**4,909.00**	4,909.00	4524724085 6221	LOARA/NEIGHBORHOOD DEV/FAC / BUILDING
S64R2238	**GIANNELLI ELECTRIC INC.**	**4,872.00**	4,872.00	2542710185 6216	OXFORD/DEVELOPER FEES/FAC ACQ / BUILDING
T64X0170	**GLASBY MAINTENANCE SUPPLY CO.**	**30,000.00**	30,000.00	0111221081 4347	OPERATIONS - CUSTODIAL / OPERATIONS SUPPLIES
T64A0035	**GLENN, JERRY**	**4,200.00**	4,200.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE BENEFITS-
T64T0006	**GOGUARDIAN**	**88,753.29**	88,753.29	0108750410 5880	IT/TECHNOLOGY/INSTR / OTHER OPERATING
T64X0127	**GOPHER PATROL**	**10,000.00**	10,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
T64R0016	**GOPHER SPORTS EQUIPMENT**	**1,041.09**	1,041.09	0144027010 4310	LEX/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64R0017	**GOPHER SPORTS EQUIPMENT**	**910.33**	910.33	0122027010 4310	MA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
T64A0045	**GOVERNMENTJOBS.COM**	**83,682.20**	41,841.10	0104104072 5880	CERT HR/GENL ADM / OTHER OPERATING EXPENSE
			41,841.10	0105105072 5880	CLASS HR/GENL ADM / OTHER OPERATING EXPENS
S64R2206	**GRAINGER**	**910.10**	910.10	0121221081 4410	OPERATIONS - CUSTODIAL / EQUIPMENT - NON-
T64X0013	**GRAINGER**	**3,000.00**	3,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS

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T64X0129	**GRAINGER**	**65,000.00**	65,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0070	**GRAYBAR ELECTRIC COMPANY**	**2,000.00**	2,000.00	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
T64X0171	**GRAYBAR ELECTRIC COMPANY**	**10,000.00**	10,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
T64X0174	**GREENS DISCOUNT GLASS AND SCRE**	**25,000.00**	25,000.00	0110234081 4355	MAINTENANCE/GLASS/MO / MAINTENANCE
T64X0014	**H AND H AUTO PARTS WHOLESALE**	**30,000.00**	30,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64A0036	**HAUGEN, CRAIG**	**6,800.00**	6,800.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE BENEFITS-
T64X0015	**HD INDUSTRIES**	**5,000.00**	5,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64R0004	**HODDER EDUCATION**	**5,333.63**	5,333.63	0153116010 4210	SP/TEXTBOOKS/INST MATL/INSTR / BOOKS AND
T64X0016	**HOME DEPOT CREDIT SERVICES**	**2,500.00**	2,500.00	0179113036 4385	GARAGE/TRANS-REG ED/TRANSPORT /
T64X0175	**HOME DEPOT CREDIT SERVICES**	**90,000.00**	90,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0130	**HORIZON**	**10,000.00**	10,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
T64X0131	**HOTSY EQUIPMENT CO.**	**2,000.00**	2,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
T64R0002	**HOUGHTON MIFFLIN HARCOURT**	**2,403.85**	2,403.85	0117468010 4210	IS/LOTTERY/INSTR / BOOKS AND REFERENCE
T64R0003	**HOUGHTON MIFFLIN HARCOURT**	**3,674.53**	3,674.53	0117468010 4210	IS/LOTTERY/INSTR / BOOKS AND REFERENCE
T64X0176	**HOWARD INDUSTRIES**	**5,000.00**	5,000.00	0110235081 4355	MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLIE
T64X0087	**ICS SERVICE CO.**	**50,000.00**	50,000.00	0110245081 5610	M & O/SAFETY & SECURITY/M&O / REPAIRS/MAINT
T64X0132	**ICS SERVICE CO.**	**7,548.00**	7,548.00	0110245081 5610	M & O/SAFETY & SECURITY/M&O / REPAIRS/MAINT
T64X0133	**ICS SERVICE CO.**	**2,448.00**	2,448.00	0110245081 5610	M & O/SAFETY & SECURITY/M&O / REPAIRS/MAINT
T64X0073	**IMAGE APPAREL FOR BUSINESS**	**45,000.00**	45,000.00	0111220081 4345	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
T64X0074	**IMAGE APPAREL FOR BUSINESS**	**35,000.00**	35,000.00	0113113036 4388	TRANS/REG-ED/TRANSPORTATION /
T64X0177	**IML SECURITY SUPPLY**	**5,000.00**	5,000.00	0110236081 4355	MAINTENANCE/LOCKS/MO / MAINTENANCE
T64X0178	**INLAND TOP SOIL MIXES INC.**	**100,000.00**	100,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
T64T0013	**INTELESYSONE INC.**	**2,238.00**	2,238.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES

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S64R2226	**IOWA FARM EQUIPMENT**	**12,325.00**	12,325.00	0111220081 6490	OPERATIONS - GENERAL / EQUIPMENT - OTHER
T64X0066	**J AND B MATERIALS**	**15,000.00**	15,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0204	**J E HALLIDAY SALES INC**	**15,000.00**	15,000.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC
T64X0160	**J.W. PEPPER AND SON INC.**	**1,000.00**	1,000.00	0127009010 4310	KE/PHOTO/INSTR / INSTRUCTIONAL MATL &
T64X0134	**JACKSONS A S BREA F M P**	**10,000.00**	10,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
T64X0197	**JART DIRECT MAIL SERVICE**	**35,000.00**	35,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
T64X0017	**JASPER ENGINES AND TRANSMISSIO**	**20,000.00**	20,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64X0088	**JFK TRANSPORTATION CO INC**	**20,000.00**	20,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
S64C0154	**JHM SUPPLY INC.**	**2,698.86**	2,698.86	0122000081 4347	MA/MO / OPERATIONS SUPPLIES - MISC
T64X0179	**JHM SUPPLY INC.**	**90,000.00**	90,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
S64C0155	**JM AND J CONTRACTORS**	**3,200.00**	1,400.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
			1,800.00	0131230081 5610	BR/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
T64X0056	**JOE RHODES MAINTENANCE SERVICE**	**2,500.00**	2,500.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION / REPAIRS/MAIN
T64X0135	**JOHNSON CONTROLS**	**10,000.00**	10,000.00	0110235081 4355	MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLI
T64X0137	**JOHNSTONE SUPPLY**	**7,000.00**	7,000.00	0110235081 4355	MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLI
T64X0044	**JUSTICE TESTING**	**5,000.00**	5,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
T64X0180	**KAIROS TOOLING**	**2,000.00**	2,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
S64R2207	**KAIZEN COLLISION CENTER**	**4,200.00**	4,200.00	0110230081 4370	MAINTENANCE/MO / REPAIRS - EQUIPMENT
T64A0026	**KEENAN ASSOCIATES**	**6,000.00**	6,000.00	6800680060 5890	WORKERS COMP/ENTERP / CLAIMS - WORKERS COM
T64A0044	**KEENAN ASSOCIATES**	**49,128.00**	49,128.00	0100000000 3901	GEN FUND/INC & BALANCE SHEET / OTHER
T64X0202	**KELLY SPICERS INC**	**70,000.00**	70,000.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC
T64X0198	**KELLY SPICERS STORES**	**1,000.00**	1,000.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC
S64R2180	**KEN GRODY FORD**	**84,545.09**	84,545.09	0110230081 6490	MAINTENANCE/MO / EQUIPMENT - OTHER

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T64X0084	**KENNEDY EQUIPMENT**	**500.00**	500.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0206	**KENNEDY HIGH SCHOOL**	**22,000.00**	22,000.00	0127751640 5810	KE/ATHLETICS/ANCIL / NON-INSTRUCTIONAL PROF
T64R0011	**KING OFFICE SERVICES**	**3,200.00**	3,200.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
T64X0138	**KNOX COMPANY**	**5,000.00**	5,000.00	0110236081 4355	MAINTENANCE/LOCKS/MO / MAINTENANCE
S64R2198	**KYA SERVICES**	**77,611.52**	77,611.52	0110230085 6490	MAINTENANCE/ACQ CONST / EQUIPMENT - OTHER
S64R2199	**KYA SERVICES**	**62,590.16**	62,590.16	0110230085 6490	MAINTENANCE/ACQ CONST / EQUIPMENT - OTHER
T64X0207	**LA PALMA CLEANERS**	**3,000.00**	3,000.00	0127751681 5560	KE/ATHLETICS/M & O / LAUNDRY
T64X0092	**LABELL EXCHANGE**	**7,500.00**	7,500.00	0113113036 5918	TRANS/REG-ED/TRANSPORTATION / TELEPHONE
T64X0139	**LAIRD PLASTICS**	**5,000.00**	5,000.00	0110234081 4355	MAINTENANCE/GLASS/MO / MAINTENANCE
T64A0037	**LARNER, JOHN**	**4,600.00**	4,600.00	0100000072 3702	GEN FUND/GENL ADM / RETIREE BENEFITS-
T64R0006	**LEARNING INNOVATION SYSTEMS LL**	**1,158.00**	1,158.00	0140381010 5210	SOUTH/ECIA1/INSTR / TRAVEL AND CONFERENCE
T64R0019	**LEARNING INNOVATION SYSTEMS LL**	**1,158.00**	1,158.00	0124000910 5210	LO/LCFF-CONCENTRATION/INSTR / TRAVEL AND
T64X0225	**LEXINGTON JUNIOR HIGH SCHOOL**	**2,500.00**	2,500.00	0144054040 5810	LEX/AFTSCHL/ANCIL / NON-INSTRUCTIONAL PROF
S64R2182	**LIBRARY STORE INC., THE**	**564.67**	564.67	0142000024 4315	OXFORD/L M T / LIBRARY/MEDIA/TECH SUPPLIES
T64A0020	**LINCOLN LIFE ASSURANCE COMPANY**	**250,000.00**	250,000.00	6900690060 5462	HEALTH AND WELF/ENTERP / INSURANCE - LIFE
T64X0182	**LINDE GAS & EQUIPMENT INC**	**5,000.00**	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0063	**LOARA ASB**	**22,000.00**	22,000.00	0124751640 5810	LO/ATHLETICS/ANCIL / NON-INSTRUCTIONAL PROF
T64X0019	**LOS ANGELES FREIGHTLINER INC**	**10,000.00**	10,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64T0008	**LUCID SOFTWARE INC**	**14,461.16**	14,461.16	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
T64X0091	**LUX BUS AMERICA COMPANY**	**10,000.00**	10,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
T64X0057	**M COACH**	**10,000.00**	10,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
T64X0140	**MAG TROL INC**	**1,000.00**	1,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE

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T64A0027	**MARQUE MEDICAL INC.**	**1,000.00**	1,000.00	6800680060 5890	WORKERS COMP/ENTERP / CLAIMS - WORKERS COM
T64X0021	**MC FADDEN DALE HARDWARE CO**	**5,000.00**	5,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64X0172	**MC FADDEN DALE HARDWARE CO**	**25,000.00**	25,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0022	**METRO DIESEL INJECTION INC**	**11,000.00**	11,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
T64X0027	**MICRO CONNECTORS INC.**	**10,000.00**	10,000.00	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
S64R2233	**MIKE ELAM CONSTRUCTION**	**14,420.69**	914.15	0125236081 4355	KA/LOCKS/MO / MAINTENANCE SUPPLIES
			7,781.54	0125236081 4410	KA/LOCKS/MO / EQUIPMENT - NON-CAPITALIZED
			5,725.00	0125236081 5610	KA/LOCKS/MO / REPAIRS/MAINT - O/S SERVICES
S64R2234	**MIKE ELAM CONSTRUCTION**	**5,396.43**	487.78	0121236081 4355	WESTERN/LOCKS / MAINTENANCE SUPPLIES
			2,358.65	0121236081 4410	WESTERN/LOCKS / EQUIPMENT - NON-CAPITALIZEI
			2,550.00	0121236081 5610	WESTERN/LOCKS / REPAIRS/MAINT - O/S SERVICES
S64A0292	**MOBILE MODULAR CONSTRUCTION IN**	**999,999.00**	999,999.00	2542710185 6221	OXFORD/DEVELOPER FEES/FAC ACQ / BUILDING
T64X0069	**MONOPRICE**	**1,000.00**	1,000.00	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
T64A0038	**MONTENEGRO, ROBERT**	**13,000.00**	13,000.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE BENEFITS-
S64R2225	**MONTGOMERY HARDWARE CO.**	**1,426.69**	210.11	0135236081 4355	DALE/LOCKS/MO / MAINTENANCE SUPPLIES
			1,216.58	0135236081 4410	DALE/LOCKS/MO / EQUIPMENT - NON-CAPITALIZED
S64R2232	**MONTGOMERY HARDWARE CO.**	**10,493.66**	2,087.63	0124236081 4355	LOARA/LOCKS/MO / MAINTENANCE SUPPLIES
			8,406.03	0124236081 4410	LOARA/LOCKS/MO / EQUIPMENT - NON-CAPITALIZE
T64X0141	**MONTGOMERY HARDWARE CO.**	**70,000.00**	70,000.00	0110236081 4355	MAINTENANCE/LOCKS/MO / MAINTENANCE
T64X0142	**MORSCO SUPPLY LLC**	**22,000.00**	22,000.00	0110239081 4355	MAINTENANCE/PLUMB/MO / MAINTENANCE
S64T0704	**MY PAYMENT NETWORK**	**83.33**	83.33	0107107072 5610	ACCTG /GENL ADM / REPAIRS/MAINT - O/S SERVICE
T64X0072	**MYPHONE HERO**	**1,000.00**	1,000.00	0108108077 4310	INFO SYSTEM/DP / INSTRUCTIONAL MATL &
S64A0302	**NATIONAL STUDENT CLEARINGHOUSE**	**6,000.00**	6,000.00	0153000921 5810	SP PROG/LCFF (EIA)/SUPRV INSTR / NON-
T64T0016	**NEARPOD INC**	**116,143.07**	116,143.07	0108750410 5880	IT/TECHNOLOGY/INSTR / OTHER OPERATING

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T64X0026	**NEWEGG BUSINESS INC**	**7,000.00**	7,000.00	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
S64R2243	**NORTH ORANGE COUNTY REGIONAL**	**800.00**	800.00	0117393010 5210	INSTR SVC/VEA-2B/INSTR / TRAVEL AND
T64T0010	**NOTABLE INC.**	**56,000.00**	56,000.00	0108750410 5880	IT/TECHNOLOGY/INSTR / OTHER OPERATING
S64C0157	**O'REILLY AUTO PARTS**	**808.09**	808.09	0179113036 5880	GARAGE/TRANS-REG ED/TRANSPORT / OTHER
T64X0062	**O'REILLY AUTO PARTS**	**30,000.00**	30,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64A0029	**OCCUPATIONAL HEALTH CENTERS**	**3,000.00**	3,000.00	6800680060 5890	WORKERS COMP/ENTERP / CLAIMS - WORKERS COM
S64A0294	**OCDE**	**600.00**	600.00	0172172083 5810	SAFE SCHOOLS / NON-INSTRUCTIONAL PROF
S64R2212	**OCDE**	**6,000.00**	6,000.00	0107107072 5880	ACCTG /GENL ADM / OTHER OPERATING EXPENSES
T64A0049	**OCDE**	**12,600.00**	12,600.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
T64R0020	**OCDE**	**650.00**	650.00	0142399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
T64X0154	**OFFICE DEPOT**	**6,000.00**	6,000.00	0113113036 4320	TRANS/REG-ED/TRANSPORTATION / OTHER
T64X0155	**OFFICE DEPOT**	**3,000.00**	3,000.00	0110230081 4320	MAINTENANCE/MO / OTHER OFFICE/MISC SUPPLIES
T64X0159	**OFFICE DEPOT**	**1,500.00**	1,500.00	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
S64A0295	**OLIVE CREST ACADEMY**	**15,890.90**	15,890.90	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
S64A0296	**OLIVE CREST ACADEMY**	**22,522.30**	22,522.30	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
T64X0143	**ONE DAY SIGNS**	**25,000.00**	25,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0199	**ONE DAY SIGNS**	**5,000.00**	5,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
S64A0303	**OPTIMIZON**	**30,350.00**	30,350.00	0108108077 5810	INFO SYSTEM/DP / NON-INSTRUCTIONAL PROF
T64X0144	**ORANGE COUNTY FARM SUPPLY**	**35,000.00**	35,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
T64X0145	**ORANGE COUNTY FIRE AUTHORITY**	**5,000.00**	5,000.00	0110230081 5880	MAINTENANCE/MO / OTHER OPERATING EXPENSES
T64X0146	**ORANGE COUNTY FIRE PROTECTION**	**5,000.00**	5,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
T64X0222	**ORANGEVIEW JR HIGH SCHOOL**	**2,100.00**	2,100.00	0132751640 5810	OR/ATHLETICS/ANCIL / NON-INSTRUCTIONAL PROF
T64X0025	**ORVAC ELECTRONICS**	**1,000.00**	1,000.00	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES

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T64X0058	**PACIFIC COAST PROPANE LLC**	**105,000.00**	105,000.00	0113113036 4383	TRANS/REG-ED/TRANSPORTATION /
T64T0015	**PADLET**	**12,000.00**	12,000.00	0108750410 5880	IT/TECHNOLOGY/INSTR / OTHER OPERATING
T64T0004	**PARK PLACE TECHNOLOGIES LLC**	**4,992.00**	4,992.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
T64X0029	**PARKHOUSE TIRE INC.**	**40,000.00**	40,000.00	0179113036 4386	GARAGE/TRANS-REG ED/TRANSPORT /
T64X0030	**PDT INC**	**6,000.00**	6,000.00	0179113036 4375	GARAGE/TRANS-REG ED/TRANSPORT /
T64X0047	**PELICAN AUTO**	**10,000.00**	10,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
S64C0156	**PENNER PARTITIONS INC**	**13,988.11**	13,988.11	0128000010 4410	CY/INSTR / EQUIPMENT - NON-CAPITALIZED
S64R2231	**PENNER PARTITIONS INC**	**10,160.00**	10,160.00	0124230081 6490	LOARA/GENERAL/MO / EQUIPMENT - OTHER
T64A0041	**PINNACLE PETROLEUM INC.**	**344,000.00**	344,000.00	0113113036 4381	TRANS/REG-ED/TRANSPORTATION /
T64A0046	**PIPS**	**6,376,262.00**	4,782,196.50	0100000010 3601	GEN FUND/INSTR / WORKERS'COMP-CERTIFICATED
			1,594,065.50	0100000010 3602	GEN FUND/INSTR / WORKERS'COMP-CLASSIFIED
T64X0200	**PRESENTATION FOLDER INC**	**5,000.00**	5,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
S64T0705	**PRO SOUND AND STAGE LIGHTING**	**3,612.15**	700.31	0142000910 4320	OX/LCFF-CONCENTRATION/INSTR / OTHER
			2,911.84	0142000910 4410	OX/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64T0706	**PRO SOUND AND STAGE LIGHTING**	**16,306.05**	7,304.00	0142000910 4320	OX/LCFF-CONCENTRATION/INSTR / OTHER
			9,002.05	0142000910 4410	OX/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64T0001	**PRO SOUND AND STAGE LIGHTING**	**2,663.43**	2,663.43	0134025040 4410	WA/ANCIL / EQUIPMENT - NON-CAPITALIZED
T64A0028	**PROACTIVE WORK HEALTH SERVICES**	**1,000.00**	1,000.00	6800680060 5890	WORKERS COMP/ENTERP / CLAIMS - WORKERS COM
S64R2241	**PROFESSIONAL GLASS**	**240.62**	240.62	0110234081 4355	MAINTENANCE/GLASS/MO / MAINTENANCE
S64A0297	**PROVO CANYON SCHOOL**	**36,576.00**	26,937.00	0119282439 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			9,639.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
S64R2214	**PRZ CONSULTING**	**400.00**	400.00	0111222081 5210	OPERATIONS - GROUNDS / TRAVEL AND
S64A0304	**QBS MIDCO LLC**	**41,000.00**	41,000.00	0119282539 5810	SP ED MENTAL HEALTH SERVICES / NON-

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S64A0293	**QUALITY ENVIRONMENTAL INC**	**103,000.00**	103,000.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
T64X0031	**QUINN POWER SYSTEM ASSOCIATES**	**1,500.00**	1,500.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
S64T0712	**RAPTOR TECHNOLOGIES LLC**	**948.21**	301.71	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			646.50	0138000910 4410	BA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
T64T0019	**RAPTOR TECHNOLOGIES LLC**	**118.53**	118.53	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64T0020	**RAPTOR TECHNOLOGIES LLC**	**8,820.00**	8,820.00	0117452550 5880	IS/CA COMM SCHOOLS (CCSPP) / OTHER OPERATIN
S64A0305	**REGENTS OF THE UNIV. CALIF, TH**	**38,280.00**	38,280.00	0153000910 5810	SP PR/LCFF-SUPPLEMENTAL / NON-INSTRUCTIONAI
T64A0024	**RETIREE FIRST LLC.**	**2,500,000.00**	2,500,000.00	6900690060 5466	HEALTH AND WELF/ENTERP / INSURANCE - RETIRE
T64R0022	**RIDDELL ALL AMERICAN**	**10,137.93**	10,137.93	0122028010 4310	MA/ATHLET/INSTR / INSTRUCTIONAL MATL &
T64R0027	**RIDDELL ALL AMERICAN**	**5,592.49**	5,592.49	0125028040 4410	KA/ATHLET/ANCILLARY / EQUIPMENT - NON-
T64X0227	**RIDDELL ALL AMERICAN**	**7,000.00**	7,000.00	0124751681 5630	LO/ATHLETICS/M & O / REPAIRS/ATHLETIC
S64R2189	**RIOS, BERNICE**	**2,225.56**	1,740.68	0172172021 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
			484.88	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
S64R2179	**RIVERSIDE INSIGHTS**	**41,012.87**	41,012.87	0119283232 4310	SYS/PSYCH / INSTRUCTIONAL MATL & SUPPLIES
T64X0032	**ROAD AMERICA INC**	**5,000.00**	5,000.00	0179113036 4385	GARAGE/TRANS-REG ED/TRANSPORT /
S64A0291	**RODRIGUEZ VALLS, DR. FERNANDO**	**7,500.00**	7,500.00	0163379010 5805	TITLE IIIA / LIMITED ENG PROF / INSTRUCTIONAL
S64C0153	**RWC INTERNATIONAL LTD**	**2,391.23**	2,391.23	0179113536 4376	GARAGE/TRANS-SP ED/TRANSP / TRANS SUPPLY-BU
T64X0049	**RWC INTERNATIONAL LTD**	**10,000.00**	10,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64X0033	**SAFETY KLEEN SYSTEMS INC.**	**5,000.00**	5,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
T64X0034	**SCHOOL BUS PARTS**	**12,000.00**	12,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
S64R2183	**SCHOOL SPECIALTY INC**	**2,430.78**	1,263.93	0142000910 4320	OX/LCFF-CONCENTRATION/INSTR / OTHER
			1,166.85	0142000910 4410	OX/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64R2188	**SCHOOL SPECIALTY INC**	**344.80**	344.80	0117751110 4310	IS/DUAL ENROLLMENT/INSTR / INSTRUCTIONAL

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T64X0035	**SCHORR METALS INC**	**5,000.00**	5,000.00	0179113036 4385	GARAGE/TRANS-REG ED/TRANSPORT /
T64X0216	**SCHORR METALS INC**	**40,000.00**	40,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0217	**SCHORR METALS INC**	**500.00**	500.00	0127017010 4310	KE/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
T64X0181	**SCP DISTRIBUTORS LLC**	**10,000.00**	10,000.00	0110240081 4355	MAINTENANCE/POOL/MO / MAINTENANCE SUPPLIE
T64T0011	**SCREENCASTIFY LLC**	**24,000.00**	24,000.00	0108750410 5880	IT/TECHNOLOGY/INSTR / OTHER OPERATING
S64T0534	**SEHI COMPUTER PRODUCTS INC**	**909.54**	909.54	0123000910 4410	SA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64T0711	**SEHI COMPUTER PRODUCTS INC**	**3,638.17**	3,638.17	0138000910 4410	BA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64T0713	**SEHI COMPUTER PRODUCTS INC**	**3,250.82**	3,250.82	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64T0005	**SEHI COMPUTER PRODUCTS INC**	**244,120.00**	244,120.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
T64T0023	**SEHI COMPUTER PRODUCTS INC**	**31,821.58**	31,821.58	0108108077 6490	INFO SYSTEM/DP / EQUIPMENT - OTHER
T64X0024	**SEHI COMPUTER PRODUCTS INC**	**6,000.00**	6,000.00	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
T64A0039	**SHELTON, MIKE**	**9,300.00**	9,300.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE BENEFITS-
T64X0214	**SHOW OFF DESIGNS INC.**	**3,500.00**	3,500.00	0144008010 4310	LEX/VOC MUSIC/INSTR / INSTRUCTIONAL MATL &
T64X0215	**SHOW OFF DESIGNS INC.**	**1,800.00**	1,800.00	0144006010 4310	LEX/THEATER/INSTR / INSTRUCTIONAL MATL &
T64X0201	**SIGN MART PLASTICS PLUS**	**25,000.00**	25,000.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC
S64R2213	**SOCALGRAD**	**142.77**	142.77	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
S64R2227	**SOCALGRAD**	**70,653.83**	70,653.83	0117750610 4310	IS/CTE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
S64R2246	**SOUTH COAST AIR QUALITY**	**665.26**	665.26	0128230081 5880	CY/GENERAL/MO / OTHER OPERATING EXPENSES
T64S0001	**SOUTHEAST LOCK SUPPLY LLC**	**64,434.50**	64,434.50	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
T64A0030	**SOUTHERN CALIFORNIA RELIEF**	**3,560,020.00**	3,560,020.00	0100000072 5453	GEN FUND/GENL ADM / INSURANCE - EXCESS
T64X0045	**SOUTHERN COUNTIES LUBRICANTS L**	**30,000.00**	30,000.00	0179113036 4384	GARAGE/TRANS-REG ED/TRANSPORT /
S64T0716	**STAPLES ADVANTAGE**	**241.32**	241.32	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAI
T64R0008	**STAPLES ADVANTAGE**	**995.55**	995.55	0122159510 4310	MAGNOLIA/ACCTS RECEIVBLE / INSTRUCTIONAL

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S64R2205	**STATE OF CALIFORNIA**	**125.00**	125.00	0144230081 5610	LEX/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
T64A0040	**STEINLE, CHARLES**	**6,300.00**	6,300.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE BENEFITS-
T64R0001	**SUPERIOR TEXT**	**905.10**	905.10	0117468010 4210	IS/LOTTERY/INSTR / BOOKS AND REFERENCE
S64T0708	**SWEETWATER**	**5,674.12**	4,335.86	0153385010 4320	SP/TITLE IV, PART A/INSTR / OTHER OFFICE/MISC
			1,338.26	0153385010 4410	SP/TITLE IV, PART A/INSTR / EQUIPMENT - NON-
S64T0709	**SWEETWATER**	**810.28**	810.28	0153385010 4320	SP/TITLE IV, PART A/INSTR / OTHER OFFICE/MISC
T64X0036	**TELL STEEL**	**3,500.00**	3,500.00	0179113036 4385	GARAGE/TRANS-REG ED/TRANSPORT /
T64X0059	**THE BUS**	**10,000.00**	10,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
S64R2219	**THINK B!G LEARN SMART**	**1,450.00**	1,450.00	0128399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
T64X0148	**THOMPSON BUILDING MATERIALS**	**7,000.00**	7,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
T64X0189	**THOMSON REUTERS WEST**	**2,000.00**	2,000.00	0102102071 5880	SUPT/BRD SUPT / OTHER OPERATING EXPENSES
T64T0027	**THREE HILL PATH INC**	**12,199.20**	12,199.20	0111220081 5880	OPERATIONS - GENERAL / OTHER OPERATING
T64X0203	**TOTALLY PROMOTIONAL**	**2,000.00**	2,000.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC
S64R2203	**TRANE COMPANY, THE**	**2,400.00**	2,400.00	0120235081 5610	ANAHEIM/HVAC/MO / REPAIRS/MAINT - O/S
T64X0090	**TRANSPORTATION CHARTER SVCS. I**	**10,000.00**	10,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
T64X0193	**TRILLIUM FINISHING**	**12,000.00**	12,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
T64X0060	**TRILLIUM USA COMPANY LLC**	**95,000.00**	95,000.00	0113113036 4383	TRANS/REG-ED/TRANSPORTATION /
S64R2240	**TRUCK PRO PTO SALES CORPORATIO**	**214.01**	214.01	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64X0037	**TRUCK PRO PTO SALES CORPORATIO**	**30,000.00**	30,000.00	0179113536 4376	GARAGE/TRANS-SP ED/TRANSP / TRANS SUPPLY-BU
T64A0043	**TRUSTMARK HEALTH BENEFITS INC.**	**6,000,000.00**	6,000,000.00	6900690060 5812	HEALTH AND WELF/ENTERP / ADMIN FEE - HEALTH
T64X0149	**TURF STAR INC**	**22,000.00**	22,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
S64X0498	**U S BANK**	**670.00**	670.00	0104104072 5210	CERT HR/GENL ADM / TRAVEL AND CONFERENCE
T64X0173	**U S BANK**	**150,000.00**	150,000.00	0112112072 5210	PURCHASING/GENL ADM / TRAVEL AND

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T64X0183	**U S BANK**	**40,000.00**	40,000.00	0102102071 5210	SUPT/BRD SUPT / TRAVEL AND CONFERENCE
T64X0184	**U S BANK**	**5,000.00**	5,000.00	0134013010 4310	WA/HECT/INSTR / INSTRUCTIONAL MATL & SUPPLI
T64X0185	**U S BANK**	**2,800.00**	2,800.00	0131013010 4310	BR/HECT/INSTR / INSTRUCTIONAL MATL & SUPPLIE
T64X0186	**U S BANK**	**5,000.00**	5,000.00	0135013010 4310	DALE/HECT/INSTR / INSTRUCTIONAL MATL &
T64X0187	**U S BANK**	**1,200.00**	1,200.00	0131013010 4310	BR/HECT/INSTR / INSTRUCTIONAL MATL & SUPPLIE
T64X0209	**U S BANK**	**2,000.00**	2,000.00	0127013010 4310	KE/HECT/INSTR / INSTRUCTIONAL MATL & SUPPLIE
T64X0211	**U S BANK**	**700.00**	700.00	0138013010 4310	BALL/HECT/INSTR / INSTRUCTIONAL MATL &
T64X0212	**U S BANK**	**4,000.00**	4,000.00	0144013010 4310	LEX/HECT/INSTR / INSTRUCTIONAL MATL &
T64X0221	**U S BANK**	**10,000.00**	10,000.00	0128013010 4310	CY/HECT/INSTR / INSTRUCTIONAL MATL & SUPPLIE
T64X0224	**U S BANK**	**3,000.00**	3,000.00	0125013010 4310	KA/HECT/INSTR / INSTRUCTIONAL MATL & SUPPLIE
T64X0102	**UNI POINT LLC**	**2,000.00**	2,000.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
T64X0038	**UNION AUTO SERVICE CENTER**	**40,000.00**	40,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
T64A0016	**UNITED OF OMAHA**	**1,228,184.00**	1,228,184.00	0100000000 3901	GEN FUND/INC & BALANCE SHEET / OTHER
T64X0151	**UNITED REFRIGERATION INC.**	**2,000.00**	2,000.00	0110235081 4355	MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLIE
T64X0150	**US AIR CONDITIONING DISTRIBUTO**	**10,000.00**	10,000.00	0110235081 4355	MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLIE
T64X0152	**VAUGHN IRRIGATION SERVICES INC**	**5,000.00**	5,000.00	0111222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
T64X0156	**VERTICAL TRANSPORT INC**	**40,000.00**	40,000.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
T64X0157	**VERTICAL TRANSPORT INC**	**30,000.00**	30,000.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
T64R0025	**VISION COMMUNICATIONS CO.**	**428.85**	428.85	0134140027 4320	WA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
T64A0019	**VISION SERVICE PLAN**	**700,000.00**	700,000.00	6900690060 5464	HEALTH AND WELF/ENTERP / INSURANCE - VISION
T64R0009	**VISTA HIGHER LEARNING**	**1,783,241.75**	1,783,241.75	0153116010 4210	SP/TEXTBOOKS/INST MATL/INSTR / BOOKS AND
T64X0191	**WALKER JR HIGH SCHOOL**	**2,100.00**	2,100.00	0134751640 5810	WA/ATHLETICS/ANCIL / NON-INSTRUCTIONAL PRO

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 07/20/2023 **FROM 06/06/2023 TO 07/07/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64X0497	**WALKERS DELI**	**500.00**	500.00	0104104072 4390	CERT HR/GENL ADM / MEETING EXPENSE - FOOD
T64X0188	**WALKERS DELI**	**1,200.00**	1,200.00	0102102071 4390	SUPT/BRD SUPT / MEETING EXPENSE - FOOD
T64X0192	**WALKERS DELI**	**500.00**	500.00	0104104072 4390	CERT HR/GENL ADM / MEETING EXPENSE - FOOD
S64R2186	**WEISSMAN'S DESIGNS FOR DANCE**	**1,253.88**	1,253.88	0120385010 4310	AN/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R2211	**WENGER CORP**	**11,346.52**	11,346.52	2722731185 6445	MA/BOND SERIES 2019 - MEAS H / FURNITURE -
S64R2215	**WEST SHIELD ADOLESCENT SERVICE**	**3,916.08**	3,916.08	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
S64R2220	**WEST SHIELD ADOLESCENT SERVICE**	**3,902.41**	3,902.41	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
S64R2221	**WEST SHIELD ADOLESCENT SERVICE**	**4,139.19**	4,139.19	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
S64R2222	**WEST SHIELD ADOLESCENT SERVICE**	**5,030.30**	5,030.30	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
S64R2228	**WEST SHIELD ADOLESCENT SERVICE**	**6,381.76**	6,381.76	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
T64X0061	**WESTERN PROPANE SERVICES INC**	**30,000.00**	30,000.00	0113113036 4383	TRANS/REG-ED/TRANSPORTATION /
T64X0039	**WESTRUX INTERNATIONAL INC**	**15,000.00**	15,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
T64T0012	**WEVIDEO INC**	**15,496.66**	15,496.66	0108750410 5880	IT/TECHNOLOGY/INSTR / OTHER OPERATING
T64X0042	**WILCOX SUPPLY INC.**	**5,000.00**	5,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
S64R2217	**WILLSCOT MOBILE MINI**	**2,768.76**	2,768.76	0121230081 5620	WESTERN/GENERAL/MO / RENTALS/OPERATING
T64X0040	**WINZER**	**10,000.00**	10,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
S64R2181	**WIPEBOOK CORP.**	**156.85**	156.85	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
T64X0153	**WOODCRAFT**	**2,500.00**	2,500.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
T64X0003	**WORLD OIL ENVIRONMENTAL SERVIC**	**4,000.00**	4,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
T64T0025	**ZENDESK INC**	**9,804.00**	9,804.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES

Fund 01 Total: **40,208,079.81**
Fund 25 Total: **1,005,480.04**
Fund 27 Total: **284,586.57**

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 07/20/2023 **FROM 06/06/2023 TO 07/07/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
	Fund 45 Total:	**239,881.77**			
	Fund 68 Total:	**11,000.00**			
	Fund 69 Total:	**21,735,000.00**			
	Total Amount of Purchase Orders:	**63,484,028.19**			

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

EXHIBIT TT

BOARD OF TRUSTEES **07/20/2023**

FROM **06/06/2023** **TO** **07/07/2023**

PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L64A0311	**SOLIS GROUP, THE**	**390,000.00**	+40,000.00	0156731185 5810	BOND SERIES 2015 / NON-INSTRUCTIONAL PROF
M64C0083	**HAULAWAY STORAGE CONTAINERS IN**	**19,991.60**	+182.30	0169230081 5620	TRIDENT/ GENERAL/ MO / RENTALS/OPERATING
N64A0300	**KNOWLAND CONSTRUCTION SERVICES**	**1,350,000.00**	+350,000.00	2756731185 6291	BOND SERIES 2019 - MEAS H / CONSTRUCTION -
P64A0025	**CUMMING CONSTRUCTION**	**7,200,000.00**	+2,000,000.00	2750731185 6273	BOND SERIES 2017 - MEAS H / PROGRAM/PROJECT
P64A0056	**EIDE BAILLY LLP**	**75,000.01**	+45,000.01	0156156072 5820	FACILITIES/GENL ADM / AUDIT FEES
P64R1735	**AMERICAN FENCE COMPANY INC**	**4,530.02**	+3,025.62	0135230081 5620	DALE/GENERAL/MO / RENTALS/OPERATING LEASES
			-1,512.81	2735731185 6274	DALE/BOND SERIES 2019 - MEAS H / CONSTRUCTION -
R64A0207	**HUETTL, RIC AND KIM**	**104,344.00**	+38,386.00	0119283011 5880	SYS/INSTR / OTHER OPERATING EXPENSES
			+6,521.00	0119283036 5870	SYS/TRANS / PUPIL TRANSPORTATION
R64R0768	**BCT ENTERTAINMENT**	**14,968.81**	+14,968.81	0100970081 6490	COMMUNITY SERVICE/MO / EQUIPMENT - OTHER
S64A0031	**DELTA DENTAL INSURANCE COMPANY**	**203,232.50**	+3,232.50	6900690060 5465	HEALTH AND WELF/ENTERP / INSURANCE - DENTAL
S64A0044	**AMERICAN FIDELITY ASSURANCE CO**	**138,000.00**	+13,000.00	6900690060 5450	HEALTH AND WELF/ENTERP / OTHER INSURANCE
S64A0048	**RETIREE FIRST LLC.**	**2,200,000.00**	+200,000.00	6900690060 5466	HEALTH AND WELF/ENTERP / INSURANCE - RETIREE
S64A0049	**MARQUE MEDICAL INC.**	**2,850.00**	+1,850.00	6800680060 5890	WORKERS COMP/ENTERP / CLAIMS - WORKERS COMP
S64A0055	**ERICKSON HALL CONSTRUCTION CO**	**53,794,150.00**	+4,790,125.00	0156392885 6269	ESSER III (ARP ACT) / CONSTRUCTION-HVAC
			+9,555,025.00	2722731185 6270	MA/BOND SERIES 2019 - MEAS H / MAIN BUILDING
S64A0064	**LANGUAGE NETWORK INC**	**75,000.00**	+25,000.00	0163000921 5810	EL/LCFF-CONCENTRATION/SUPV / NON-
S64A0110	**INSPIRED RESOLUTIONS LICENSED**	**12,000.00**	+1,335.04	0153385210 5805	TITLE IV/SERVITE/INSTR / INSTRUCTIONAL PROF
S64A0131	**VITAL LINK**	**75,000.00**	+24,590.62	0117546521 5805	SWP K12 PATHWAY IMPR (ROUND 2) / INSTRUCTIONA
S64A0158	**ENCORP**	**1,000,000.00**	+300,000.00	2700731185 6250	GOB SERIES 2019-MEAS H/FAC ACQ / PLANNING -
S64A0237	**SEMA LLC**	**113,915.00**	+10,709.00	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
			+411.00	0120000010 4310	ANAHEIM/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			+290.00	0121000010 4310	WESTERN/INSTR / INSTRUCTIONAL MATL & SUPPLIES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES **07/20/2023**

FROM **06/06/2023** **TO** **07/07/2023**

PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
			+245.00	0122000010 4310	MA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			+5,830.00	0123000010 4310	SA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			+265.00	0124000010 4310	LOARA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			+260.00	0125000010 4310	KA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			+325.00	0127000010 4310	KE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			+620.00	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			+60.00	0131000010 4310	BR/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			+80.00	0132000010 4310	OR/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			+155.00	0134000010 4310	WA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			+325.00	0135000010 4310	DALE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			+220.00	0137000010 4310	SY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			+135.00	0138000010 4310	BALL/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			+2,295.00	0140000010 4310	SOUTH/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			-5,295.00	0142000010 4310	OXFORD/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			+290.00	0144000010 4310	LEX/INSTR / INSTRUCTIONAL MATL & SUPPLIES
			+75.00	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MATL
			+120.00	0168000010 4310	GI SOUTH/INSTR / INSTRUCTIONAL MATL & SUPPLIES
S64C0138	**WILLSCOT MOBILE MINI**	**4,545.56**	+2,272.78	0122230081 5620	MA/GENERAL/MO / RENTALS/OPERATING LEASES
S64C0145	**IMAGE APPAREL FOR BUSINESS**	**7,149.71**	+121.00	0117909540 4310	ED/SUMMER INTERNSHIP-AIM/ANCIL /
S64R1261	**SOCALGRAD**	**2,354.33**	+188.56	0128066027 4320	CYPRESS/GRADUATION/SCH ADMIN / OTHER
S64R1519	**INTERNATIONAL HOUSE OF MUSIC I**	**4,519.05**	-0.02	0168000910 4310	GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
S64R1669	**FREESTYLE PHOTOGRAPHIC SUPPLIE**	**807.37**	-16.17	0124000910 4310	LO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
S64R1722	**BLICK ART MATERIALS LLC**	**800.07**	+33.88	0132385010 4310	OR/TITLE IV/INSTR / INSTRUCTIONAL MATL &

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES **07/20/2023**

FROM **06/06/2023** **TO** **07/07/2023**

PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64R1902	**KELLY SPICERS INC**	**17,231.51**	-13.12	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
S64R1924	**MACKIN LIBRARY MEDIA**	**5,000.00**	-386.12	0121381010 4210	WE/ECIA TITLE I/INSTRUCTI / BOOKS AND REFERENC
S64R1963	**ULINE**	**308.00**	+30.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
S64R2066	**EMMANUEL PARTY RENTALS LLC**	**791.25**	+392.50	0125000910 5620	KA/LCFF-CONCENTRATION/INSTR /
S64R2073	**SOCALGRAD**	**513.88**	+26.85	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
S64R2083	**KYA SERVICES**	**64,161.34**	+600.54	0134230085 6490	WA/GENERAL/MO / EQUIPMENT - OTHER
S64R2097	**WILLSCOT MOBILE MINI**	**6,619.34**	+4,346.56	0122230081 5620	MA/GENERAL/MO / RENTALS/OPERATING LEASES
S64R2098	**WILLSCOT MOBILE MINI**	**6,677.64**	+3,338.79	0134230081 5620	WA/GENERAL/MO / RENTALS/OPERATING LEASES
S64R2100	**WILLSCOT MOBILE MINI**	**2,768.76**	+563.34	0168230081 5620	GI SOUTH/GENERAL/MO / RENTALS/OPERATING
S64R2124	**J AND B MATERIALS**	**808.11**	+31.00	0110230081 4410	MAINTENANCE/MO / EQUIPMENT - NON-CAPITALIZEI
S64R2178	**AWARDS BY PAUL**	**841.53**	+116.37	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
S64T0420	**AREY JONES EDUCATIONAL SOLUTIO**	**14,090.73**	-14,096.39	0108750410 4310	IT/TECHNOLOGY/INSTR / INSTRUCTIONAL MATL &
			+14,090.73	0108750410 4410	IT/TECHNOLOGY/INSTR / EQUIPMENT - NON-
S64T0505	**NEWEGG BUSINESS INC**	**602.35**	-435.20	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
S64T0659	**SEHI COMPUTER PRODUCTS INC**	**61,601.48**	-5,600.52	0108108277 4310	INFO SYSTEM/CHROMEBOOK/DP / INSTRUCTIONAL
S64T0669	**SEHI COMPUTER PRODUCTS INC**	**38,588.20**	+10.80	0117546621 4410	SWP K12 PATHWAY(ROUND 3 OCDE) / EQUIPMENT -
S64T0699	**AMAZON CAPITAL SERVICE**	**172.37**	-7.46	0144140027 4320	LEX/SCH ADM/SCH ADM / OTHER OFFICE/MISC
S64X0009	**LABELL EXCHANGE**	**8,250.00**	+750.00	0113113036 5918	TRANS/REG-ED/TRANSPORTATION / TELEPHONE
S64X0027	**PRESENTATION FOLDER INC**	**6,000.00**	+1,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
S64X0029	**KELLY SPICERS INC**	**73,000.00**	+8,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
S64X0100	**WINZER**	**15,000.00**	+5,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
S64X0113	**ARROW SERVICES INC**	**77,784.63**	+16,784.63	0111220081 5580	OPERATIONS - GENERAL / SANITATION
S64X0116	**AAA ELECTRIC MOTOR SALES**	**27,068.90**	+2,068.90	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES **07/20/2023**

FROM **06/06/2023** **TO** **07/07/2023**

PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64X0123	**AGUINAGA GREEN INC**	**16,268.22**	+1,268.22	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
S64X0129	**BAVCO**	**12,500.00**	+500.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
S64X0167	**LAGUNA CLAY CO.**	**2,981.62**	+981.62	0123005010 4310	SA/ART/INSTR / INSTRUCTIONAL MATL & SUPPLIES
S64X0187	**J.W. PEPPER AND SON INC.**	**2,416.57**	+816.57	0144008010 4310	LEX/VOC MUSIC/INSTR / INSTRUCTIONAL MATL &
S64X0189	**U S BANK**	**177,500.00**	+27,500.00	0112112072 5210	PURCHASING/GENL ADM / TRAVEL AND CONFERENC
S64X0233	**J.W. PEPPER AND SON INC.**	**1,500.00**	+100.00	0127008010 4310	KE/VOC MUSIC/INSTR / INSTRUCTIONAL MATL &
S64X0235	**BILLINGS, JANICE**	**7,320.00**	+1,120.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE BENEFITS-
S64X0238	**HAUGEN, CRAIG**	**9,240.00**	+240.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE BENEFITS-
S64X0241	**SHELTON, MIKE**	**9,205.00**	+105.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE BENEFITS-
S64X0242	**STEINLE, CHARLES**	**6,325.00**	+125.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE BENEFITS-
S64X0279	**POOL SUPPLY OF ORANGE COUNTY**	**140,000.00**	+5,000.00	0110240081 4355	MAINTENANCE/POOL/MO / MAINTENANCE SUPPLIES
S64X0283	**PROFESSIONAL GLASS**	**16,868.26**	+3,480.76	0110234081 4355	MAINTENANCE/GLASS/MO / MAINTENANCE SUPPLIES
S64X0286	**REPUBLIC SERVICES OF SO. CALIF**	**97,035.28**	+7,900.00	0111220081 5580	OPERATIONS - GENERAL / SANITATION
S64X0287	**REPUBLIC SERVICES OF SO. CALIF**	**17,720.67**	+720.67	0111000081 5580	MO/MO / SANITATION
S64X0288	**REPUBLIC SERVICES OF SO. CALIF**	**51,338.29**	+3,338.29	0111000081 5580	MO/MO / SANITATION
S64X0304	**SPORTS FACILITIES GROUP INC**	**8,979.20**	+1,379.20	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
S64X0312	**US AIR CONDITIONING DISTRIBUTO**	**23,333.79**	+3,333.79	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
S64X0319	**DALE JUNIOR HIGH ASB**	**2,150.00**	+50.00	0135751640 5810	DA/ATHLETICS/ANCIL / NON-INSTRUCTIONAL PROF
S64X0321	**BROOKHURST JUNIOR HIGH SCHOOL**	**2,750.00**	+50.00	0131751640 5810	BR/ATHLETICS/ANCIL / NON-INSTRUCTIONAL PROF
S64X0346	**U S BANK**	**2,210.00**	+210.00	0138013010 4310	BALL/HECT/INSTR / INSTRUCTIONAL MATL &
S64X0352	**EVERDRIVEN TECHNOLOGIES LLC**	**150,000.00**	+25,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
S64X0418	**PACIFIC COAST PROPANE LLC**	**345,000.00**	+40,000.00	0113113036 4383	TRANS/REG-ED/TRANSPORTATION /
S64X0419	**U S BANK**	**2,025.00**	+25.00	0137002010 4310	SY/BUS ED/INSTR / INSTRUCTIONAL MATL & SUPPLIE

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES **07/20/2023**

FROM **06/06/2023** **TO** **07/07/2023**

PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64X0462	**BALL JR HIGH SCHOOL**	**2,220.00**	+80.00	0138751610 5721	BA/VAPA TRANSPORTATION/INSTR / INTERPROGRAM
S64X0478	**ANAHEIM HIGH SCHOOL**	**35,524.00**	+5,524.00	0120028040 5810	AN/ATHLET/ANCILLARY / NON-INSTRUCTIONAL PRO
S64X0488	**B AND M LAWN AND GARDEN INC**	**1,071.83**	+71.83	0123000081 5610	SA/MO / REPAIRS/MAINT - O/S SERVICES

Fund 01 Total:	**5,174,681.58**
Fund 27 Total:	**12,203,512.19**
Fund 68 Total:	**1,850.00**
Fund 69 Total:	**216,232.50**
Total Amount of Change Orders:	**17,596,276.27**

VENDOR CHECK REGISTER
June 6, 2023 thru July 9, 2023

EXHIBIT UU

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
360DTii LLC	V6414513	4310	26,368.86	00187316
		4320	2,611.82	00187316
A AND C URGENT CARE	V6412935	5810	70.00	00187381
			175.00	00187889
A AND J SHEET METAL INC	V6414203	4355	882.15	00187890
A AND V CONTRACTORS INC.	V6410406	5610	17,975.00	00187891
A Z BUS SALES INC.	V6400025	4376	643.34	00187264
			705.82	00187317
		4385	356.20	00187699
AAA ELECTRIC MOTOR SALES	V6400033	4355	270.47	00187318
			271.07	00187700
			1,255.09	00187789
			1,434.90	00188081
AARDVARK CLAY AND SUPPLIES INC	V6400035	4355	129.30	00187634
ABC SCHOOL EQUIPMENT INC	V6400047	4355	3,374.84	00187892
ACEVEDO-GURROLA, RODOLFO	V6414674	5210	2,373.45	00187893
ACOSTA, ANGEL	V6415037	5210	1,465.85	00188133
ACS BILLING SERVICE	V6400072	5580	4,776.49	00187701
ADAMS, CLARE	V6413562	5220	56.99	00187265
ADI	V6400095	4355	2,283.18	00187516
			4,340.37	00187777
			109.88	00187790
		4410	1,617.24	00187702
ADORAMA	V6411023	4310	116.74	00187517
		4410	6,782.02	00187517
ADVANTAGE WEST INVESTMENT ENTERPRISES INC.	V6412537	4347	971.61	00188134
		9320	56.55	00187319
AGRI TURF DISTRIBUTING LLC	V6412836	4347	865.86	00187584
			160.77	00187703
AGUINAGA GREEN INC	V6412753	4347	1,268.22	00187894
		5620	2,263.83	00187320
AIRGAS USA LLC	V6413792	4375	118.25	00187704
AIRSUPPLY TOOLS INC.	V6412933	4375	1,703.56	00187671
			1,285.48	00187895
AIRWOLF 3D	V6411803	4310	246.70	00187518
ALBRIGHT LIGHTING PLASTICS	V6410869	4355	249.55	00187321
ALLIANCE ENVIRONMENTAL COMPLIANCE INC	V6400169	5610	6,106.87	00187635
ALLIED SUPPLY CORP	V6400173	4355	5,386.40	00187896

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
ALT REV CASH FUND	V6405194	4310	4,125.02	00187519
		4320	1,136.35	00187519
		4347	796.34	00187519
		4390	2,382.07	00187519
		5200	46.75	00187519
		5210	352.50	00187519
		5560	19.50	00187519
		5880	17.97	00187519
		5910	78.91	00187519
	V6405195	4310	3,971.35	00187585
			183.89	00187897
		4320	553.63	00187585
			321.36	00187897
		4347	12.90	00187585
			204.71	00187897
		4390	166.96	00187585
	V6405196	4310	1,742.75	00187520
			1,405.47	00187898
		4315	62.02	00187520
		4320	509.90	00187520
		4347	320.61	00187520
		4390	1,054.55	00187520
	V6405197	4310	557.37	00187586
		4320	284.56	00187586
		4390	217.23	00187586
		5880	24.00	00187586
	V6405198	4310	672.08	00187899
		4320	25.84	00187899
		4347	158.55	00187899
		4390	266.67	00187899
AMAZON CAPITAL SERVICE	V6410684	4210	50.96	00187521
		4310	166.48	00187521
			368.28	00187705
			420.40	00187778
		4320	355.74	00187778
AMAZON WEB SERVICES INC.	V6412894	5880	257.42	00187322
			247.40	00188135
AMERICAN CAMPER SHELLS AND VAN WORKS	V6414996	4355	159.05	00187900
		4410	3,144.56	00187900
		5610	1,092.00	00187900
AMERICAN FENCE COMPANY INC	V6407611	5620	106.00	00187901
AMERICAN MARKETING PROMOTIONS	V6411639	4320	378.19	00187902
ANAHEIM HIGH SCHOOL	V6400260	8699	477.56	00187903
			481.96	00188136
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	31,505.60	00187382
			55,467.00	00187706
ANIXTER	V6400966	4355	114.55	00187323
			345.52	00187707
			83.08	00187904
APOLLO PRINTING AND GRAPHICS	V6410446	5810	641.11	00187383
APPLE INC	V6400319	4310	6,023.71	00187324
			2,876.86	00187522
			6,834.06	00187905
ARROW SERVICES INC	V6412839	5580	2,325.17	00187587
			12,928.85	00187791

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
ARVIZU, MARIBEL	V6414272	5210	847.79	00187325
AT AND T	V6400374	5918	17.27	00187384
			34.25	00187523
			19.14	00187588
			21.07	00187907
	V6406157	5918	9,719.70	00187792
			1,446.09	00187906
			389.37	00188082
			25.25	00188137
ATKINSON ANDELSON LOYA RUUD	V6400383	5821	59,887.81	00187326
ATTAINMENT CO. INC.	V6400391	4310	135.34	00187266
		5880	106.30	00187266
AVID CENTER	V6400410	5210	950.00	00187327
AVILA, KAREN	V6415036	5210	1,678.72	00187908
AWARDS BY PAUL	V6400412	4310	517.20	00187328
			825.37	00188083
		4320	2,882.77	00187328
			517.20	00187672
			734.32	00187708
AWARENESS IN MOTION LLC	V6414948	5810	109,250.00	00187464
B AND H PHOTO VIDEO INC	V6400422	4310	3,644.25	00187465
			3,593.14	00187524
			1,440.40	00187709
			67.12	00187793
			198.94	00187909
		4410	963.84	00187909
		6490	584.86	00187909
B AND K ELECTRIC WHOLESALE	V6400623	4355	963.31	00187329
			302.00	00187710
B AND M LAWN AND GARDEN INC	V6400423	4310	339.40	00187794
		4347	435.37	00187385
			1,447.05	00187589
			1,103.75	00187673
			(863.06)	00187794
			869.61	00187910
		4410	1,590.38	00187794
BAIN, BROOKE	V6415030	5210	71.52	00187911
BALL JR HIGH SCHOOL	V6400433	5810	2,140.00	00187330
			80.00	00187779
		8699	387.54	00187330
			107.07	00187912
			150.70	00188138
BARNES AND NOBLE	V6400450	4210	446.65	00187331
			888.56	00187590
			178.98	00187636
			29.22	00187795
			3,371.94	00187913
			1,784.50	00188084
		4310	30.95	00187590
			140.14	00187913
		4320	1,221.89	00187590
BAVCO	V6407678	4355	4,494.01	00187780

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
BCT ENTERTAINMENT	V6406302	4347	758.21	00187386
		5610	2,562.75	00187637
		5620	1,354.50	00188085
		6490	11,564.40	00187591
BEACON DAY SCHOOL	V6409269	5860	97,749.90	00187592
BEAN, AMANDA	V6409023	5210	610.26	00187525
			1,076.65	00187674
BEE BUSTERS	V6400472	5610	125.00	00187526
BELSKI, BRIAN	V6407692	4310	372.36	00187796
BERBER, HAYDEE	V6413448	5210	146.87	00187797
		5220	389.62	00187638
			14.67	00187711
BIG ASS FANS	V6414781	6490	11,402.98	00188086
BILLINGS, JANICE	V6402265	3701	1,792.50	00187387
BINFORD, KATHLEEN	V6409079	5220	20.04	00187527
BLICK ART MATERIALS LLC	V6401357	4310	536.58	00187267
			42.07	00187388
			1,092.18	00187528
			800.07	00187675
			526.15	00187712
			4,291.98	00187781
			108.22	00187914
BLUUM USA INC.	V6404796	4310	1,384.08	00188087
		4410	1,216.62	00188087
BOBCAT OF LOS ANGELES INC	V6412602	4347	3,002.99	00187782
BONDED CLEANERS	V6411953	5560	1,106.30	00187332
			1,995.35	00187529
BOOK SYSTEMS INC	V6412321	4315	84.65	00187268
BOSTANI, DR BETTY	V6415013	5850	7,300.00	00187593
BROOKHURST JUNIOR HIGH SCHOOL	V6400602	5810	145.00	00187594
BRYANT, RENAE	V6412971	4210	149.90	00188088
		4310	10.78	00188088
		5210	1,689.29	00188088
		5880	21.00	00188088
		8699	250.00	00187783
BSN SPORTS	V6400615	4310	1,037.48	00187530
		4410	562.44	00187530
BSN SPORTS LLC	V6412536	4310	6,225.19	00187333
			505.03	00187531
			4,989.64	00187639
			8,797.66	00187915
			4,186.92	00188139
BUDDY'S ALL STARS INC	V6406311	4310	3,112.62	00187466
		4410	2,717.99	00187640
			8,450.44	00187916
		5630	10,690.00	00187466
BUTTON MAKERS.NET	V6414453	4310	498.14	00187917
CABRERA, CANDACE	V6414734	5220	226.30	00187269
CABRERA, VERONICA	V6412362	5210	58.37	00187532
		5220	412.11	00187467
CAL BUILDING SYSTEMS INC	V6412620	5610	1,560.00	00187676
CAL LIFT INC	V6400664	5610	474.69	00187798
			300.00	00187918
CALIFORNIA ASSOCIATION OF LATINO SUPT. AND ADMIN	V6405219	5310	450.00	00187595
CALIFORNIA DEPT. OF JUSTICE	V6400689	5880	1,267.00	00187784

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
CALIFORNIA RETROFIT INC	V6406910	4355	1,236.98	00187919
CALLEROS, RUBEN	V6414166	5210	1,990.56	00187920
CAMBEROS, MARGARITO	V6414263	5220	64.85	00187921
CAMPOS, CHERYL	V6414838	5210	1,275.30	00187334
CAPTURING KIDS HEARTS	V6412132	5805	29,400.00	00187799
CARE YOUTH CORPORATION	V6412565	5860	12,772.00	00187389
CART MAN INC, THE	V6404668	5610	225.71	00188089
CARTAGENA, ED	V6415024	5210	15.00	00187800
CASTRO, YAMILA	V6405132	5210	1,666.60	00187801
CDW GOVERNMENT INC.	V6400819	4320	571.89	00187335
		4410	461.35	00187533
			97,991.17	00187596
			6,867.55	00187922
			17,992.79	00188140
		5880	181.45	00188140
CENTRALIA SCHOOL DIST	V6400844	5810	76,978.38	00187677
CERTIFIX LIVE SCAN	V6414255	5880	775.00	00187785
CHAMPION TEAMWEAR	V6414163	4310	2,389.23	00187713
CHAU, AARON	V6414176	5210	2,189.65	00187923
CHAVEZ, ARACELI	V6408992	5210	1,289.84	00187924
CHEFS' TOYS	V6410110	4310	2,074.66	00187597
		4410	1,527.98	00187597
CHILDERS, KAITI	V6412258	5220	27.38	00187802
CIF STATE OFFICE	V6412731	5310	2,962.08	00187678
			2,393.60	00188090
CITY OF ANAHEIM	V6400957	5520	120,054.96	00187336
			10,623.06	00187390
			89,065.82	00187598
			12,835.93	00187714
			42,403.14	00187803
		5530	18,786.43	00187336
			29,708.58	00187598
			2,851.71	00187714
			12,731.22	00187803
		5580	14,584.83	00187336
			2,343.79	00187390
			16,646.79	00187598
			2,496.12	00187714
			6,245.25	00187803
		5810	2,010.77	00188141
CITY OF BUENA PARK	V6400958	5530	3,420.08	00187804
		5580	342.01	00187804
CLAIM RETENTION SERVICES INC.	V6408940	5810	4,500.00	00187270
CLASS CHAT INC	V6414992	5880	13,746.00	00187337
CLEAN OUT KINGS	V6413766	5610	3,990.00	00187599
			4,757.00	00187925
			17,620.00	00188091
CMC SOUTH	V6400994	5210	520.00	00187641
COLLEGE BOARD	V6401012	5310	400.00	00187600
COMPLETE OFFICE OF CA	V6411539	9320	6,237.00	00187271
			36.64	00187338
			732.71	00187926
COMPREHENSIVE DRUG TESTING INC.	V6410899	5810	670.00	00187534
CONTRACT PAPER GROUP INC.	V6410661	9320	209.46	00187642
COOKE, MARYJO	V6407036	5220	59.80	00187535

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
CORCORAN, MATT	V6412492	5880	255.00	00187927
CORONA, KARINA	V6413200	5210	1,484.04	00187805
CORTEZ, ARMANDO	V6414111	4355	39.34	00187928
CORTEZ, LORENA	V6412054	5210	1,275.30	00187339
CORTEZ, NANCY	V6408048	5210	1,935.36	00187806
COSCO FIRE PROTECTION INC	V6412879	5610	2,450.00	00187807
COVARRUBIAS, RENE	V6414708	5210	492.74	00187536
CRISP IMAGING	V6408990	5880	2,614.62	00187715
		6241	659.52	00187715
CULVER NEWLIN	V6411589	4320	322.17	00188092
		4410	13,299.95	00187537
			513.06	00187929
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	5810	24,810.00	00187930
		6273	26,270.00	00187930
CVT RECYCLING	V6407455	5580	112.13	00187601
CWF FLOORING INC.	V6410672	4410	2,290.40	00187931
DAKTRONICS	V6408432	4355	3,124.75	00187932
		4410	2,327.40	00187272
DALE JUNIOR HIGH ASB	V6405581	5810	270.00	00187679
DAVIS, CARLO	V6406845	5210	1,275.30	00187340
DB SERVICE CENTER LLC	V6411405	4347	550.58	00187391
			361.76	00187538
			162.70	00188093
DE ANDA, BRENDA	V6414700	5220	61.90	00187341
DEL SOL SCHOOL	V6411308	5860	3,276.00	00187392
DELGADO, DANIEL	V6415035	5210	700.00	00187933
DEMCO INC	V6401318	4315	728.09	00187643
DEPARTMENT OF GENERAL SERVICES	V6409862	5821	405.25	00187808
DESIGNS BY MARINA	V6401334	4320	967.81	00187342
DOVER, ALISON	V6412698	5805	7,500.00	00187644
DUNN EDWARDS PAINTS	V6401448	4355	209.03	00187934
DURAN, ISIDRO	V6414999	5220	141.48	00187343
			109.38	00187716
E.B. BRADLEY COMPANY	V6401456	4355	289.65	00187717
EBERHARD EQUIPMENT	V6405532	4347	1,144.74	00187935
ECONOMY RENTALS INC	V6401478	5620	463.18	00187344
			450.00	00187602
EDMENTUM INC.	V6414411	5880	7,500.00	00187786
EIDE BAILLY LLP	V6413546	5820	23,000.00	00187345
			5,900.00	00187936
EMMANUEL PARTY RENTALS LLC	V6414482	5620	791.25	00187809
ENCORP	V6409154	5610	10,990.00	00187393
			34,995.00	00187937
EPOWER NETWORK	V6413717	5610	1,367.00	00188094
		6490	11,405.34	00188094
ERICKSON HALL CONSTRUCTION CO	V6413032	6269	349,186.74	00187491
			1,639,169.69	00188095
ESCOE, BARRY	V6400453	3701	1,846.80	00187394
EVERDRIVEN TECHNOLOGIES LLC	V6414531	5620	12,492.57	00187603
EWING IRRIGATION PRODUCTS	V6401634	4355	44.84	00187718
			9,860.26	00187810
			97.17	00187938
			8,909.48	00188096
FARMERS AND MERCHANTS BANK	V6412156	5880	8,637.16	00187939

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
FEDEX	V6401675	5910	421.47	00187346
			63.18	00187811
			5.66	00187940
FELIX, STEPHANIE	V6412478	5210	1,275.30	00187347
FERGUSON ENTERPRISES INC	V6409823	4355	1,385.66	00187395
			1,547.41	00187539
			1,750.22	00187719
			49.24	00187812
			1,836.58	00187941
			63.97	00188097
FHEG CYPRESS COLLEGE BOOKSTORE	V6412888	4210	4,204.84	00187396
FITNESS MECHANICS INC, THE	V6415005	4310	1,842.55	00187942
		5610	1,541.80	00187942
FIVE STAR RUBBER STAMP INC	V6405116	4320	35.02	00188098
FLEET SERVICES INC	V6405625	4370	51.16	00187468
			80.76	00188142
		4375	92.00	00187308
			(133.91)	00187468
			376.08	00187813
		4385	226.73	00187468
			150.49	00187943
FLORES, ROBERT	V6411855	5210	1,275.30	00187348
			2,040.39	00187944
FOLLETT CONTENT SOLUTIONS LLC	V6401726	4210	2,232.85	00187814
FOUNDATION BUILDING MATERIALS LLC	V6414185	4355	171.00	00187680
			230.84	00188143
FRANKE, JOANA	V6415015	5210	550.29	00187397
			60.00	00187540
FREESTYLE PHOTOGRAPHIC SUPPLIES	V6401761	4310	96.96	00187945
FRESE, JANELLE T	V6402259	5210	761.43	00187398
FRIED, JARON	V6408045	5210	371.87	00187946
FRITTS FORD	V6415018	6490	72,204.61	00187645
FUJIMOTO, DIANA	V6401342	5210	2,133.68	00187604
			34.14	00187815
FUN AND FUNCTION LLC	V6411593	4310	2,500.10	00187816
		4410	6,387.04	00187816
FUSION LEARNING INC	V6413641	5880	11,130.00	00187947
FUTURE SHREDDING INC	V6414221	5610	565.50	00187349
GALLAGHER & ASSOCIATES INC	V6414303	5810	5,000.00	00187350
GAMA CONTRACTING SERVICES	V6413834	5610	12,100.00	00188144
GANAHL LUMBER CO	V6401804	4310	1,035.23	00187818
		4347	499.79	00188145
		4355	2,004.22	00187541
			925.55	00187720
			13.24	00187817
			(17.77)	00187818
			1,480.13	00187948
			25.35	00188099
		4410	3,091.05	00187948
		6490	9,173.06	00187948
GARCIA, CHRISTEN S.	V6410662	5210	568.67	00187469
GARDENA VALLEY NEWS	V6401808	4310	3,405.00	00187681
GARY'S RADIATOR SERVICE	V6401818	5610	200.00	00187682

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
GAS COMPANY, THE	V6404372	5510	2,917.16	00187351
			32,766.87	00187605
			1,152.50	00188146
GAUDETTE, ROBERT	V6403961	5210	510.95	00187949
GENERAL INDUSTRIAL TOOL AND SUPPLY	V6401833	9320	790.11	00187606
GHATAODE BANNON ARCHITECTS	V6408656	6490	2,150.00	00188100
GIAKOUMIS, SABINA	V6409517	4310	2,377.02	00187950
		4390	267.76	00187950
GIANNELLI ELECTRIC INC.	V6401857	5610	75,529.46	00187492
GIRLS INCORPORATED OF ORANGE COUNTY	V6411358	5805	150,000.00	00187646
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4347	161.71	00187399
			5,081.91	00187542
			778.21	00187721
			1,115.65	00187819
			161.92	00187951
			175.32	00188101
		6490	6,650.61	00187951
GLENN, JERRY	V6402322	3701	989.40	00187400
GOLDEN STATE WATER COMPANY	V6408018	5530	30,372.49	00187820
			14,312.95	00187952
GONZALEZ, LAURA	V6410576	5220	200.04	00187273
GOPHER PATROL	V6414488	5610	300.00	00187401
			300.00	00187821
GOPHER SPORTS EQUIPMENT	V6401902	4310	3,765.01	00187607
			7,777.34	00187822
			107.70	00187953
		4410	4,239.97	00187822
GRAINGER	V6404982	4355	538.75	00187274
			211.91	00187543
			546.58	00187722
			1,438.07	00187823
			989.02	00187954
		4375	388.42	00187954
GRAYBAR ELECTRIC COMPANY	V6401918	4355	35.43	00187470
			8.15	00187647
			170.18	00187824
GREATER ANAHEIM SELPA	V6401927	5805	397,529.49	00187544
GREENS DISCOUNT GLASS AND SCREEN	V6409591	4355	717.75	00187608
			65.25	00187723
GST INC.	V6401950	4310	1,828.09	00187825
GUERRERO, HEATHER	V6409850	5210	120.60	00187545
GUERRERO, JESSICA	V6414783	5210	54.17	00187609
GUITAR CENTER STORES INC	V6401958	4310	90.98	00188102
		4410	2,471.79	00187826
GUTIERREZ, CHRISTIE	V6414212	5210	1,275.30	00187352
GUTIERREZ, TERESA	V6415041	5220	16.30	00188147
H AND H AUTO PARTS WHOLESALE	V6401967	4385	416.52	00187309
			1,604.01	00187955
HALL, CANDICE	V6413728	5220	48.47	00187275
HATCHER, PATTY	V6408994	5220	143.84	00187827
HAUGEN, CRAIG	V6401122	3701	1,145.40	00187402
HAULAWAY STORAGE CONTAINERS INC.	V6410468	5620	145.60	00187956
HEALTH IMPRESSIONS	V6412333	4310	1,055.93	00187957
HERK EDWARDS INC.	V6408482	4355	4,375.00	00187958
		4410	4,125.00	00187958

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
HERMITAGE ART	V6414766	4310	67.37	00187828
HERNANDEZ, CARLOS	V6400767	5210	337.17	00187959
HERNANDEZ, NAYELI	V6413532	5210	1,654.41	00187960
HIGHTOWER, JAYETTE	V6414840	5210	1,275.30	00187353
HILL-BONALES, POPPY	V6415033	5210	1,931.01	00187961
HILLYARD FLOOR CARE SUPPLY	V6402055	4347	1,861.27	00187829
HIND, ELIZABETH	V6413560	5210	500.42	00187403
HO, LINH	V6412308	5210	178.55	00187404
HOANG, VY HUYEN	V6413272	5210	1,275.30	00187354
		5220	86.85	00187354
HOLLYWOOD SOUND SYSTEMS INC	V6402073	5620	31,995.40	00187830
HOME DEPOT CREDIT SERVICES	V6405234	4320	161.59	00187310
			36.60	00187962
		4347	137.83	00187724
		4355	546.70	00187276
			1,708.45	00187405
			1,250.13	00187546
			1,354.78	00187724
			1,755.55	00187831
			1,918.09	00187962
			404.76	00188103
			41.87	00188148
		4375	13.99	00188148
		5620	932.09	00187276
HOTSY EQUIPMENT CO.	V6402080	4347	897.13	00187963
HOUSTON, AMBER	V6413063	5210	2,216.65	00187648
			29.83	00187832
HOWARD INDUSTRIES	V6402088	4355	28.77	00187547
HUERTA, ARACELI	V6412476	5210	1,982.80	00187964
HUETTL, RIC AND KIM	V6412907	5870	2,167.00	00187965
		5880	42,584.70	00187965
HUTTNER, HEATHER	V6412032	5220	70.09	00187277
ICS SERVICE CO.	V6406452	5610	884.00	00187548
ILLUMINATION INSTITUTE	V6412987	5805	6,000.00	00187355
IMAGE APPAREL FOR BUSINESS	V6402628	4345	289.49	00187406
INLAND TOP SOIL MIXES INC.	V6402153	4347	33,930.00	00187966
INSIGHT PUBLIC SECTOR INC	V6413521	4310	6,770.15	00187278
			5,416.81	00187407
			8,220.89	00187549
			15,314.72	00187610
			1,266.49	00187967
INSPIRED RESOLUTIONS LIC. CLINICAL SOCIAL WORKER INC.	V6413887	5805	1,335.04	00187833
INSTITUTE FOR EDUCATIONAL LEADERSHIP, THE	V6411932	5210	525.00	00187279
INTERNATIONAL E Z UP INC	V6412784	4410	806.00	00187834
INTERNATIONAL HOUSE OF MUSIC INC	V6414520	4310	4,519.04	00187835
J AND A FENCE	V6409989	5610	9,895.00	00187550
J AND B MATERIALS	V6400875	4355	577.06	00187836
		4410	808.11	00187836
J AND W PRINTING COMPANY LLC	V6414993	4410	1,885.62	00187725
J E HALLIDAY SALES INC	V6413014	5610	674.81	00187408
			455.00	00188149

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
J.W. PEPPER AND SON INC.	V6402214	4310	542.88	00187280
			1,324.55	00187356
			177.92	00187409
			62.65	00187968
			879.15	00188150
JACKSONS A S BREA F M P	V6406346	4347	326.37	00187281
			145.15	00187726
		4370	745.19	00187837
JANKOWSKI, DAVID	V6413960	5880	630.00	00187357
JART DIRECT MAIL SERVICE	V6402271	5810	847.72	00188151
JASON, LEAH	V6414435	5220	47.68	00187551
			29.34	00187969
JHM SUPPLY INC.	V6411647	4347	2,698.86	00187970
		4355	50.35	00187282
			3,105.43	00187410
			44.19	00187552
			1,397.08	00187727
			774.57	00187838
			7,089.32	00187970
			2,291.14	00188104
JM AND J CONTRACTORS	V6410460	5610	14,950.00	00187358
			6,450.00	00187839
			3,200.00	00187971
		6490	52,410.00	00187971
JOHNSON CONTROLS	V6406981	4355	80.00	00187728
		5610	(362.00)	00187411
			3,556.00	00187728
		5880	14,710.00	00187411
JOHNSTONE SUPPLY	V6402415	4355	269.65	00187553
			175.98	00187650
			327.47	00187972
			38.10	00188152
		4410	2,422.74	00187649
JUNIOR LIBRARY GUILD	V6402477	4210	375.45	00188105
JUSTICE TESTING	V6413455	4376	150.00	00187412
KATELLA HIGH SCHOOL	V6402515	8699	839.30	00187973
			875.04	00188153
KELII, VERONICA	V6410285	5210	1,275.30	00187974
KELLY SPICERS INC	V6404405	4320	2,087.23	00187413
			4,130.24	00188154
		5810	17,231.51	00187840
KEMP, CHRISTINE	V6400923	5220	90.06	00187283
KEN GRODY FORD	V6412376	6490	84,542.54	00187611
KENNEDY HIGH SCHOOL	V6402571	8699	328.33	00187975
			251.41	00188155
KING OFFICE SERVICES	V6414988	4410	4,473.27	00187841
		5610	14,589.50	00187841
KNORR SYSTEMS INC.	V6402610	5610	4,404.75	00188156
KWON, AMY	V6414161	5210	535.78	00188157
LA CURAN, ANJEANETTE	V6414774	5220	222.60	00187554
LA HABRA FENCE CO INC	V6409707	5610	4,585.00	00187311
LABELL EXCHANGE	V6412680	5918	753.19	00187842
LACOE	V6406272	4210	115.29	00187651
		4310	115.29	00187555
LAGUNA CLAY CO.	V6402645	4310	1,166.57	00187612

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
LARA, VANESSA	V6414680	5220	68.38	00187414
LARNER, JOHN	V6402395	3702	1,083.60	00187415
LAVENANT JR, ARTURO	V6414434	8699	31.29	00187312
LE, CAITLIN	V6411725	5220	71.53	00187284
LEARNING INNOVATION SYSTEMS LLC.	V6415029	5210	1,158.00	00188158
LEE, JENNY	V6412106	5210	1,275.30	00187359
LEXINGTON JUNIOR HIGH SCHOOL	V6402729	5810	330.00	00187416
		8699	189.51	00187976
			194.65	00188159
LIFETOUCH NATIONAL SCHOOL STUDIOS	V6412694	4310	3,188.00	00187556
LINDE GAS & EQUIPMENT INC	V6403719	4355	634.26	00188160
LINK, TOM E.	V6410795	5220	68.11	00187285
LOARA ASB	V6402803	8699	71.14	00187977
			210.56	00188161
LOGAN RIVER ACADEMY	V6409188	5860	23,281.69	00187557
LUCYS LAUNDRY ANAHEIM	V6412017	5560	366.89	00187286
			353.10	00187417
M.P. SOUTH INC	V6402889	5610	4,600.00	00187360
MACIAS, LEIDY	V6415016	5220	129.75	00187843
MACKIN LIBRARY MEDIA	V6402903	4210	7,329.74	00187844
			904.80	00187978
			9,208.30	00188106
			818.04	00188162
MAGNOLIA HIGH SCHOOL	V6402920	8699	32.58	00187979
			55.29	00188163
MALDONADO, YURIKO	V6415034	5210	1,560.12	00188164
MANHATTAN STITCHING INC	V6413802	4320	4,094.50	00187558
MARK ENTERPRISES INC	V6411936	4410	1,639.21	00187652
		5880	6,084.85	00187559
MATTERHACKERS INC	V6413522	4310	376.75	00187361
MC FADDEN DALE HARDWARE CO	V6403056	4355	442.76	00187287
			127.34	00187560
			123.94	00187729
			410.53	00187845
			351.73	00187980
MC KESSON MEDICAL SURGICAL INC.	V6403060	9320	267.39	00187362
			783.94	00187730
MEDCO SUPPLY COMPANY	V6405872	4310	378.44	00187846
		4320	532.83	00187846
MEJIA, YOLANDA	V6405136	5210	1,805.69	00187981
MENDEZ, ROCIO	V6415043	5210	1,675.54	00188165
MEZA, SUSANNA	V6414841	5210	1,275.30	00187363
MGT EH&A INVESTOR LLC	V6414741	5810	8,750.00	00187982
MIDDLETON, EMILY	V6414754	5220	70.80	00187288
			53.57	00187471
MIKE ELAM CONSTRUCTION	V6412866	4410	4,533.60	00187561
		5610	2,875.00	00187364
			5,175.00	00187983
MIRANDA, SUSAN	V6405713	5210	522.40	00187653
MISSION LINEN SUPPLY	V6411115	4388	162.48	00187472
			162.48	00187683
			324.96	00187984
MONTENEGRO, ROBERT	V6403968	3701	1,760.10	00187418
			785.40	00187985

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
MONTGOMERY HARDWARE CO.	V6405624	4355	1,920.18	00187289
			753.39	00187731
			753.43	00187986
MOREY'S MUSIC STORE	V6407094	4310	1,537.11	00187987
MORSCO SUPPLY LLC	V6412910	4355	2,183.99	00187988
			533.37	00188166
MRS. NELSON'S BOOK COMPANY LLC	V6409076	4210	29.47	00187989
MULTI HEALTH SYSTEMS INC	V6403217	4320	2,550.00	00187613
MUSIC AND ARTS CENTER	V6411397	4310	75.21	00187614
			1,483.76	00187654
			32.12	00187990
MY PAYMENT NETWORK	V6411975	5610	83.33	00187615
MYPHONE HERO	V6413250	4310	400.00	00187991
		5610	1,886.00	00187419
NASCO	V6403253	4310	478.14	00187992
			75.80	00188107
NATIONAL STUDENT CLEARINGHOUSE	V6412127	5810	5,950.00	00188167
NAVARRO, JULIE	V6413115	5210	187.50	00187993
NAVARRO, MONICA	V6412545	5220	52.75	00187365
NEWEGG BUSINESS INC	V6412716	4310	900.38	00187313
			84.18	00187994
		4320	447.84	00187562
NGUYEN, ASHTON	V6415003	5210	967.25	00187366
NGUYEN, ROBERT	V6405726	5210	154.30	00187420
NIMBLE INDUSTRIES INC	V6414997	5880	2,184.00	00187314
NIMCO	V6403365	4310	3,041.12	00188108
NORTH ORANGE COUNTY REGIONAL	V6403384	5100	266,027.00	00187290
		5210	800.00	00188109
		7223	1,123,096.00	00187847
		7283	450,213.00	00187290
OAK GROVE INSTITUTE	V6403402	5860	19,448.66	00187616
OC CUSTOM VINYL GRAPHICS AND SIGNS	V6410845	5610	2,984.68	00187655
OCDE	V6403452	4310	610.00	00187996
		5210	500.00	00187474
			150.00	00187685
			894.00	00187996
		5810	600.00	00187849
		5880	603.00	00187563
			6,000.00	00187732
		7141	203,892.34	00187563
			108,306.60	00187996
OES OFFICE FURNITURE	V6414677	4320	6,691.82	00187421
		4410	2,044.05	00187421
			7,087.80	00188110
OFFICE DEPOT	V6403421	4320	78.19	00187422
			531.13	00187997
		4410	1,002.05	00188111
OLINGER, CATHY A	V6414968	5805	1,000.00	00187617
OLIVE CREST ACADEMY	V6410765	5860	69,361.16	00187618
			16,895.20	00187850
ONE DAY SIGNS	V6405664	4355	2,293.19	00187423
			856.61	00187733
			288.77	00187851

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
OPTIMUM ENERGY DESIGN LLC	V6411411	5810	21,105.00	00187475
		6212	91,800.00	00187564
			4,102.50	00187998
		6269	15,210.00	00187998
ORANGE COUNTY BEARING	V6409966	4355	17.24	00187852
ORANGE COUNTY FARM SUPPLY	V6403455	4347	5,893.93	00187686
ORANGE COUNTY FIRE PROTECTION	V6403457	5610	904.33	00187853
			581.07	00187999
ORANGE COUNTY HEALTH CARE AGENCY	V6407003	5810	21,249.72	00187565
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	30,903.75	00187367
			120.00	00188000
ORANGEVIEW JR HIGH SCHOOL	V6403468	8699	86.13	00188001
			141.78	00188169
O'REILLY AUTO PARTS	V6411401	4370	458.64	00187315
			448.92	00187473
			66.20	00187684
			330.44	00187848
			1,553.41	00187995
			902.03	00188168
		4375	90.38	00187315
		4376	178.26	00187315
			50.32	00187473
			129.64	00187684
			122.29	00187848
		4385	(33.96)	00187315
			224.90	00187473
			46.94	00187848
			658.81	00187995
			60.29	00188168
		5880	808.09	00187848
ORTA RODRIGUEZ, IRLANDA	V6413279	5210	1,366.74	00188170
ORTEGA, KARINA	V6414650	5210	1,537.06	00188002
OSORIO, DENISE	V6414691	5210	1,839.88	00188003
OXFORD ACADEMY	V6403485	8699	169.00	00188004
			185.92	00188171
PACIFIC COAST PROPANE LLC	V6414612	4383	41,382.24	00187687
PALMER HAMILTON LLC	V6414987	4315	1,425.86	00187476
PARADIGM HEALTHCARE SERVICES LLC	V6403536	5810	42,532.50	00187291
			4,131.72	00187566
PARK, ESTHER	V6411350	5220	87.77	00187424
PARK, JULIA	V6414759	5220	47.42	00187425
PARKER AND COVERT LLP	V6403544	5821	2,033.00	00188005
PARKHOUSE TIRE INC.	V6403547	4386	262.27	00187734
PASCUAL MOLINA, YINNY	V6413764	4390	319.61	00187426
PATINO, REUBEN	V6403910	5210	469.32	00187493
		5220	95.83	00187427
PATTERSON, COLLEEN R.	V6412733	5810	1,812.50	00187494
PAVASARS, JOHN	V6408437	5220	229.25	00187495
PELICAN AUTO	V6414406	4370	109.95	00188006
		5610	219.90	00187477
			494.90	00187735
			109.95	00188006
PENNER PARTITIONS INC	V6403625	4355	334.03	00187854
PERALTA, BENJAMIN	V6415017	5220	113.71	00187478
PEREZ, KENNY	V6413092	5210	223.58	00188007

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
PERSAUD, SONITA	V6408884	5220	27.90	00187292
PHOENIX HOUSE ORANGE COUNTY INC.	V6413639	5880	32,200.00	00187496
PHUNG, JANE	V6414672	5220	28.17	00187293
PI SHOP INC	V6414979	4310	965.83	00187855
PINEDA'S NURSERY INC	V6403670	4347	135.93	00187428
			116.35	00187497
			293.62	00188008
			21.75	00188112
PINNACLE PETROLEUM INC.	V6412426	4381	34,862.82	00187479
PIONEER HIGH SCHOOL	V6414699	5620	1,596.29	00187656
PIPS	V6407384	3601	416,509.38	00187294
		3602	138,836.49	00187294
PITNEY BOWES	V6403677	5910	2,172.64	00187856
PITTMAN, CRISTINA	V6411677	5210	949.22	00187295
PLACENTIA YORBA LINDA USD	V6403683	5620	767.50	00187429
PLASTIC CONNECTIONS INC.	V6412515	9320	2,940.00	00187480
POOL SUPPLY OF ORANGE COUNTY	V6403700	4355	1,033.32	00187481
			2,258.30	00187619
			2,368.46	00188009
			562.46	00188113
PORTVIEW PREPARATORY INC.	V6411850	5860	19,958.70	00187430
PRADO, VANESSA	V6414403	4390	68.32	00187296
PRECIADO, ELVIA	V6412623	5210	1,835.31	00188010
PRESENTATION FOLDER INC	V6403738	5810	688.84	00187431
			1,076.08	00187498
PRINGLES DRAPERIES AND BLINDS	V6405953	4355	54.14	00187688
			3,192.36	00187857
			1,548.06	00188011
PRO SOUND AND STAGE LIGHTING	V6403760	4320	700.31	00187736
		4410	2,911.83	00187736
		6490	16,306.04	00187736
PROFESSIONAL GLASS	V6413762	4355	3,868.26	00187858
			240.62	00188012
PROVO CANYON SCHOOL	V6406450	5860	4,086.00	00187482
			46,791.00	00187567
			60,147.00	00187737
			9,648.00	00187859
PRZ CONSULTING	V6413190	5210	400.00	00188013
PSYCHOLOGICAL ASSESSMENT RESOURCES	V6403780	4310	4,779.61	00187499
QBS MIDCO LLC	V6415040	5810	26,050.00	00188014
QUALITY ENVIRONMENTAL INC	V6412341	5610	31,777.50	00188015
QUILL CORP.	V6403807	4310	701.45	00187483
QUINN RENTAL SERVICES	V6414984	5620	2,668.92	00187568
RAMBEAU, HOLLY	V6412228	5220	21.10	00187620
RAMIREZ, MARIA T.	V6412066	5220	64.19	00187432
RAPTOR TECHNOLOGIES LLC	V6413501	4310	301.70	00188016
		4410	646.50	00188016
READ NATURALLY	V6407167	5880	690.00	00187500
REFRIGERATION SUPPLIES DIST.	V6403873	4355	144.56	00187501
			1,628.48	00187689
			2,068.02	00187860
			3,797.66	00188017
			1,944.99	00188114
REGENCY LIGHTING	V6411239	4355	14,546.25	00187433
			11,717.82	00188018

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
RENTERIA PAEZ, KAREN P.	V6413324	5721	45.00	00188019
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	14,480.35	00188020
RESCH, NIKKI	V6412107	5210	1,058.48	00187297
REVEILLE INC	V6414874	5880	17,432.50	00187738
REVOLVING CASH FUND	V6405190	4305	99.19	00187621
		4310	1,326.40	00187621
		4320	559.17	00187621
		4390	281.89	00187621
			1,109.87	00188172
		5100	101,625.10	00188172
		5210	1,500.00	00187621
			556.96	00188172
		5220	52.39	00188172
		5620	2,830.00	00187621
		5880	(1,231.01)	00187621
			-	00188172
		5910	1,097.81	00187621
		8672	21,527.00	00187621
		8675	1,768.00	00188172
		8699	342.00	00187621
REYES, GABRIELA	V6407763	5210	25.94	00187622
RIOS, BERNICE	V6414707	4320	450.00	00188021
		5880	1,650.00	00188021
RIV OR COUNTIES PUMP COMPANY INC.	V6409881	4355	279.05	00187657
		5610	2,052.50	00187657
RIVERSIDE INSIGHTS	V6413468	4310	18,388.58	00187739
			7,859.50	00188173
RODARTE, TERESA	V6408755	5220	83.84	00187690
RODRIGUEZ VALLS, DR. FERNANDO	V6412404	5805	7,500.00	00187658
			15,000.00	00187691
RODRIGUEZ, MARITZA	V6415007	5220	138.86	00187434
RODRIGUEZ, YVONNE	V6405150	5220	98.25	00187298
			131.00	00187484
ROSEBURROUGH TOOL CO. INC	V6404014	4355	1,168.63	00187861
ROSENBERG, PAOLA	V6411872	5210	379.70	00187368
			1,275.30	00187435
ROSSIER PARK SCHOOL	V6411451	5860	21,922.46	00187502
RUHNAU CLARKE ARCHITECTS	V6412249	6212	5,653.12	00188115
RUIZ FLORES, CLAUDIA	V6408647	5880	25.00	00188116
RWC INTERNATIONAL LTD	V6414635	4376	2,872.74	00187740
			1,746.50	00188022
		4385	175.96	00187485
SAFETY KLEEN SYSTEMS INC.	V6404072	5610	307.00	00187299
			351.00	00187862
SALCEDO, MAYRA	V6414689	5210	1,810.76	00187863
SALDIVAR, ROBERT	V6407767	5210	2,815.90	00187864
SAN DIEGO CENTER FOR CHILDREN	V6408557	5860	21,397.90	00188023
SANTIAGO, RAFAEL	V6409310	5210	1,593.57	00187741
			32.62	00187865
SAVANNA HIGH SCHOOL	V6404130	4320	445.00	00187659
		8699	140.38	00188024
			208.72	00188174
SCHOOL HEALTH CORPORATION	V6404160	4310	431.17	00187660
			944.79	00187866
			413.40	00188025

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
SCHOOL SERVICES OF CALIFORNIA INC.	V6404171	5210	2,655.00	00188026
SCHOOL SPECIALTY INC	V6404173	4310	252.89	00187742
			1,271.38	00187867
			1,403.68	00188027
			849.56	00188117
		4410	1,166.85	00187867
SCHORR METALS INC	V6404179	4355	170.09	00187692
			1,422.60	00187868
			1,060.31	00188028
SCHULTZ, MATTHEW	V6415025	5210	800.00	00188029
SCOTT EQUIPMENT INC	V6414353	4347	894.23	00188030
SCP DISTRIBUTORS LLC	V6411554	4355	366.84	00187743
SCREENCASTIFY LLC	V6413849	5880	24,000.00	00188118
SEHI COMPUTER PRODUCTS INC	V6404221	4310	5,985.31	00187486
			517.20	00187693
			60,851.62	00187744
			4,655.88	00188031
		4320	940.19	00187369
			953.03	00187693
			215.50	00188031
		4410	489.19	00187486
			9,059.61	00187661
			7,327.81	00187693
			41,240.24	00188031
		5610	2,400.00	00187369
		5880	450.00	00187369
SEMA LLC	V6414512	4310	3,929.17	00187436
			672.11	00188175
		4320	8,708.78	00187436
			4,036.84	00188175
SERRANO, GUADALUPE	V6412793	5210	1,275.30	00187437
SHELTON, MIKE	V6403136	3701	2,167.20	00187438
SHERMAN, MICAH	V6414207	5220	69.43	00187300
SHERWIN WILLIAMS CO., THE	V6410919	4355	132.94	00187439
			22.85	00187869
SHI INTERNATIONAL CORP	V6411373	5880	85,691.83	00187787
SIERRA, JAVIER	V6414778	5220	213.20	00187662
		5620	1,136.39	00187870
		5810	10,465.00	00187370
SIGN MART PLASTICS PLUS	V6412529	4320	754.71	00188176
SILBERMAN, STACEY	V6410814	5220	291.56	00187301
SITEONE LANDSCAPE SUPPLY LLC	V6414074	4347	2,487.75	00187503
			2,840.14	00187745
			19,929.70	00187871
SKYGROUP INVESTMENTS LLC	V6414679	5880	1,006.62	00187440
SOCALGRAD	V6411708	4310	16.16	00187872
			70,812.76	00188032
		4320	561.75	00187302
			1,293.00	00187441
			1,707.86	00187663
			705.42	00187872
			535.52	00188032
SOLORZANO, RAQUEL	V6408953	5210	336.86	00188033
SOS SURVIVAL PRODUCTS	V6404349	4310	719.95	00187504
SOSA, KANDYCE	V6413144	5220	126.28	00187303

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
SOTO, ADRIANA	V6415014	5210	159.76	00187442
SOUTH COAST AIR QUALITY	V6404356	5880	665.26	00188034
SOUTH JHS ASB	V6405227	5810	515.00	00187443
		8699	174.42	00188035
			183.35	00188177
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	100,479.66	00187444
SOUTHERN CALIFORNIA RELIEF	V6405232	5453	3,560,020.00	00188119
SOUTHLAND MICROSCOPE SERVICES INC	V6414492	5610	3,055.00	00187505
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	4310	13.19	00188036
		4320	440.34	00187506
			114.13	00187623
			24.50	00187746
			129.18	00188036
		9320	181.02	00187445
			6,081.52	00187623
			899.93	00187746
SPEECH AND LANGUAGE	V6404400	5860	62,515.08	00188037
SPINITAR PRESENTATION PRODUCTS	V6404407	4310	1,161.69	00187747
		6490	9,295.66	00187747
SPORTS FACILITIES GROUP INC	V6410318	4355	2,598.91	00187446
			1,379.20	00187624
STAGEDROP LLC	V6415006	4410	991.94	00187625
STAPLES ADVANTAGE	V6410116	4310	120.92	00187447
			684.67	00187569
			395.03	00187626
			183.06	00187664
			58.39	00187748
			1,689.47	00188038
			194.93	00188178
		4320	177.56	00187626
			42.86	00187664
			1,384.18	00187873
STATE OF CALIFORNIA	V6404447	5610	125.00	00187749
STEINLE, CHARLES	V6410113	3701	1,458.00	00187448
STEVE WEISS MUSIC	V6410268	4310	102.36	00187750
SUPPLY SOLUTIONS	V6411849	4347	168,898.13	00187449
SUPPLYMASTER	V6404538	4310	561.16	00187487
SWEETWATER	V6409201	4320	5,146.14	00188039
		4410	1,338.26	00188039
SWITZER, MICHAEL	V6411497	5210	1,275.30	00187450
T MOBILE	V6410424	5918	1,176.00	00187371
			15,210.78	00188179
TABARES, ISABEL	V6414260	5210	940.32	00188040
TAO ROSSINI A PROFESSIONAL	V6414113	5821	5,035.00	00187751
TAVIET LCS	V6413058	5210	900.00	00187694
TEACHERS COLLEGE PRESS	V6404619	4210	2,235.24	00187451
TENNANT COMPANY	V6404637	4410	14.92	00187452
			1,629.20	00188041
		5610	359.96	00187452
			827.00	00188041
TENORIO, ERIC	V6414842	5210	1,275.30	00187453
THINK B!G LEARN SMART	V6415022	5210	1,450.00	00187874
THOMSON REUTERS WEST	V6407958	5880	161.00	00187372
			161.00	00188120
TIERNEY, GAVIN	V6414340	5805	7,500.00	00187875

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
TIME AND ALARM SYSTEM	V6404729	4410	3,915.15	00188042
TIME WARNER CABLE	V6411698	5930	1,096.11	00187665
			6,012.46	00187666
TOON BOOM ANIMATION INC.	V6409907	4320	999.00	00187454
TORRES, CAROLYN	V6414843	5210	24.92	00187627
TRANE COMPANY, THE	V6407007	4355	41.68	00187570
TREE PROS INC	V6414271	5610	2,400.00	00188043
TRILLIUM USA COMPANY LLC	V6414462	4383	2,892.37	00187373
			2,017.26	00187455
			1,367.96	00187752
			1,941.10	00187876
			698.17	00188044
TRUCK PRO PTO SALES CORPORATION	V6403784	4376	947.21	00187753
			186.32	00187877
			214.01	00188045
TRUJILLO, MARIA	V6410371	5210	1,659.08	00188046
TRUONG, CHRISTINE	V6415027	5210	1,890.81	00188047
TUPARAN, LUIS	V6410822	5220	50.63	00187304
			121.63	00187667
TURF STAR INC	V6404805	4347	173.56	00187695
			326.64	00187878
			214.55	00188048
			48.65	00188121
U S BANK	V6406511	4310	22,171.00	00187628
		4320	1,601.54	00187628
		4347	816.75	00187628
		4355	2,441.69	00187628
		4390	9,703.75	00187628
		4410	15,637.63	00187628
		5210	6,555.79	00187628
		5610	49.00	00187628
		5880	26,161.35	00187628
U S POSTAL SERVICE	V6404814	5610	290.00	00187488
ULINE	V6406546	5821	144.61	00187754
UNION AUTO SERVICE CENTER	V6404840	4370	443.60	00187755
			467.74	00188049
		5610	615.00	00187755
			715.00	00188049
UNITED STATES ACADEMIC DECATHLON	V6404818	4210	40.00	00188180
		5310	275.00	00188180
URESTI, DANIEL	V6415028	5210	1,780.29	00188050
US AIR CONDITIONING DISTRIBUTORS	V6404317	4355	2,802.95	00187879
			3,333.79	00188051
VALHALLAN ESPORTS LEAGUE LLC	V6414967	5310	480.00	00187374
VALLEY VISTA SERVICES INC	V6411966	5580	7,871.60	00187375
			470.67	00187629
VAZQUEZ, HILDA	V6402048	5210	3,360.07	00188052
VAZQUEZ, LIZBETH SEGURA	V6412067	5220	102.18	00187456
VENEKLASEN ASSOCIATES INC	V6414772	5610	4,625.00	00188053
VERTICAL TRANSPORT INC	V6413440	5610	1,640.00	00187507
VEX ROBOTICS INC	V6410612	4310	2,796.31	00187376
VIDALES, BRIANNA	V6414826	5220	5.83	00187508
VILDOSOLA, PATRICIA	V6413267	5220	85.15	00187457

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
VISTA PAINT CORPORATION	V6404961	4355	520.67	00187305
			590.05	00187458
			126.77	00187509
			1,878.28	00187696
			327.39	00187880
			1,051.73	00188054
VITAL INSPECTION SERVICES INC	V6412251	6291	16,800.00	00187756
VITAL LINK	V6404963	5805	4,500.00	00188055
VIVACITY TECH PBC	V6414761	4310	35,816.10	00187459
VS ATHLETICS INC.	V6404420	4310	3,879.24	00187757
		4410	1,653.25	00187757
W STRATEGIES LLC	V6414038	5810	5,000.00	00187510
WALKER JR HIGH SCHOOL	V6404990	8699	227.58	00188056
			209.49	00188181
WALKERS DELI	V6407901	4390	61.92	00187460
			151.48	00187489
WALSWORTH PUBLISHING COMPANY	V6410434	4310	7,100.00	00187571
WALTERS WHOLESALE ELECTRIC CO	V6409053	4355	188.91	00187511
			83.43	00187697
			196.70	00187881
WEST ED	V6406252	5805	13,500.00	00188182
WEST SHIELD ADOLESCENT SERVICE	V6405037	5880	3,916.08	00187758
			8,041.60	00187882
			11,412.06	00188057
WESTERN HEALTH	V6414833	5810	22,750.00	00187306
			7,000.00	00188058
WESTERN HIGH SCHOOL ASB	V6405044	5810	837.00	00187630
			6,219.00	00187759
		8699	468.70	00188059
			584.85	00188183
WESTERN PROPANE SERVICES INC	V6414407	5810	99.45	00187461
WESTERN SPECIALTY CONTRACTORS	V6412981	5610	166,250.00	00187572
WESTGROUP DESIGNS	V6409776	5880	5,983.33	00187760
WILLIAM V MACGILL AND COMPANY	V6402896	4320	3,133.25	00187883
WILLSCOT MOBILE MINI	V6414969	5620	684.03	00187462
			4,252.21	00187884
			2,768.74	00188060
WINZER	V6412060	4375	311.58	00187698
			902.67	00187761
			83.81	00188061
		4376	843.89	00187698
WIPEBOOK CORP.	V6414323	4310	147.78	00188062
WOODCRAFT	V6405102	4355	137.62	00187885
WOODWIND AND BRASSWIND	V6405104	4310	37.71	00187668
		4410	1,619.48	00187512
YOUTH ENGAGE LLC	V6414505	5810	10,000.00	00187463
			10,000.00	00187886
ZHAN QI CHENG &	V6414880	5880	4,500.00	00187631
ZISKO, AMBER	V6406552	5220	68.32	00187307
ZONES	V6405158	4320	2,768.49	00187762
GENERAL FUND (0101)			**13,820,434.05**	

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
CHAMBERS GROUP INC	V6414534	6215	1,096.00	00188063
DIVISION OF THE STATE ARCHITECT	V6411414	6210	28,500.00	00187573
ERICKSON HALL CONSTRUCTION CO	V6413032	6270	865,271.42	00187513
			131,877.23	00188122
GHATAODE BANNON ARCHITECTS	V6408656	6212	25,154.75	00187574
			10,061.90	00187763
DEFERRED MAINTENANCE (1414)			**1,061,961.30**	
BYROM-DAVEY INC	V6414694	6270	259,859.20	00187575
			1,900,609.65	00188064
CALIFORNIA DEPARTMENT OF EDUC.	V6400688	6220	3,500.00	00188065
CONTAINER ALLIANCE	V6412976	6274	1,676.16	00188066
CRISP IMAGING	V6408990	6241	2,388.41	00187764
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	154,650.00	00188067
DLR GROUP INC	V6414501	6212	50,343.75	00187765
ERICKSON HALL CONSTRUCTION CO	V6413032	6270	431,670.57	00187514
			2,921,946.62	00188123
GHATAODE BANNON ARCHITECTS	V6408656	6212	74,858.62	00187576
			1,125.00	00187766
			20,847.94	00188124
HCI SYSTEMS INC	V6413251	6270	57,187.65	00187577
JOHNSON FAVARO	V6412904	6212	40,976.05	00187578
			48,650.80	00188125
MILLER CONSTRUCTION	V6414017	6270	472,169.44	00188126
NB CONSULTING ENGINEERS INC	V6409786	6209	9,650.00	00188068
REVOLVING CASH FUND	V6405190	6222	5,702.56	00187632
RUHNAU CLARKE ARCHITECTS	V6412249	6212	23,546.25	00188127
SGH ARCHITECTS	V6414521	6212	2,872.00	00187579
			1,755.00	00187767
SUN PAC STORAGE CONTAINERS INC	V6414092	6274	75.00	00187580
SWRCB	V6407133	6222	600.00	00188069
TWINING CONSULTING	V6412575	6251	27,443.00	00188070
UTIL LOCATE LLC	V6406918	6209	3,000.00	00188071
VITAL INSPECTION SERVICES INC	V6412251	6291	28,300.00	00187768
WESTGROUP DESIGNS	V6409776	6212	2,551.50	00187769
GOB ELECTION 2014 SERIES 2019 FUND (2127)			**6,547,955.17**	
A GOOD SIGN AND GRAPHICS COMPANY	V6412597	6270	4,906.75	00187377
			5,063.50	00187581
CRISP IMAGING	V6408990	6241	551.56	00187770
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	10,065.00	00188072
DIVISION OF THE STATE ARCHITECT	V6411414	6210	10,282.18	00187378
			2,504.00	00187788
ERICKSON HALL CONSTRUCTION CO	V6413032	6270	500,000.00	00187515
GHATAODE BANNON ARCHITECTS	V6408656	6212	615.00	00187771
			1,914.75	00188128
GIANNELLI ELECTRIC INC.	V6401857	6216	4,560.00	00187582
LITTLE DIVERSIFIED ARCHITECTURAL CONSULTING	V6414502	6212	23,598.13	00188073
MOBILE MODULAR CONSTRUCTION INC	V6412862	6221	205,200.00	00187633
CAPITAL FACILITIES FUND (2525)			**769,260.87**	

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
CITY OF ANAHEIM AS SUCCESSOR AGENCY	V6411390	8625	229,981.77	00187887
CRISP IMAGING	V6408990	6241	1,222.82	00187772
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	5,256.25	00188074
DLR GROUP INC	V6414501	6212	295.00	00188075
INDEPENDENT	V6413456	6252	750.00	00188076
TWINING CONSULTING	V6412575	6251	19,987.50	00188077
VITAL INSPECTION SERVICES INC	V6412251	6291	11,100.00	00187773
CAPITAL FACILITIES RDA FUND (2545)			**268,593.34**	
GHATAODE BANNON ARCHITECTS	V6408656	6212	830.00	00188129
SPECIAL RESERVE FUND (4040)			**830.00**	
AUHSD	V6400400	5890	1,888.24	00187774
WORKERS COMPENSATION FUND (6768)			**1,888.24**	
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	11,301.26	00188078
AUHSD	V6400400	5891	572,661.05	00187379
			733,016.01	00187583
			692,762.08	00187775
			660,388.43	00188079
			1,029,891.39	00188130
EXPRESS SCRIPTS INC.	V6410974	5895	349,161.47	00187490
			291,285.64	00187669
			351,278.58	00187888
			334,804.26	00188080
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	11,250.00	00187670
LINCOLN LIFE ASSURANCE COMPANY OF BOSTON	V6413790	5462	20,696.26	00187380
RETIREE FIRST LLC.	V6413748	5466	180,358.11	00187776
TRUSTMARK HEALTH BENEFITS INC.	V6413999	5812	471,965.08	00188131
VISION SERVICE PLAN	V6404956	5464	51,481.16	00188132
HEALTH AND WELFARE INSURANCE FUND (6769)			**5,762,300.78**	
GRAND TOTAL ALL FUNDS			**28,233,223.75**	

EXHIBIT VV

ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
Feb-23

School Name	Prior Month Total	Current Month			
		Checking	Petty Cash / Change Fund	Savings	Total
Anaheim	365,331.11	291,121.16	1,000.00	53,291.72	345,412.88
Western	441,806.75	281,716.42	1,275.00	129,169.98	412,161.40
Magnolia	143,057.29	141,052.62	700.00	-	141,752.62
Savanna	106,151.06	110,877.61	500.00	221.39	111,599.00
Loara	265,677.43	222,719.94	800.00	37,705.10	261,225.04
Katella	341,778.97	314,160.39	2,100.00		316,260.39
Kennedy	430,881.97	437,783.43	1,300.00		439,083.43
Cypress	879,857.84	876,126.67	1,700.00		877,826.67
Brookhurst	23,176.54	24,527.86			24,527.86
Orangeview	37,043.47	37,041.61			37,041.61
Walker	91,911.13	92,871.21			92,871.21
Dale	81,409.02	80,528.62	200.00		80,728.62
Sycamore	20,726.29	26,888.55			26,888.55
Ball	15,417.27	15,403.84			15,403.84
South	75,158.64	75,904.03			75,904.03
Oxford	658,329.38	653,898.12	260.00		654,158.12
Lexington	81,912.48	88,787.13			88,787.13
Hope	67,633.61	67,309.82			67,309.82
Gilbert	40,124.72	40,622.60			40,622.60
Cambridge	5,443.45	5,438.14			5,438.14
Total	4,172,828.42	3,884,779.77	9,835.00	220,388.19	4,115,002.96

EXHIBIT WW

ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
Mar-23

School Name	Prior Month Total	Current Month			
		Checking	Petty Cash / Change Fund	Savings	Total
Anaheim	345,412.88	262,564.36	1,000.00	53,291.72	316,856.08
Western	412,161.40	259,796.53	1,275.00	129,169.98	390,241.51
Magnolia	141,752.62	137,916.69	700.00	-	138,616.69
Savanna	111,599.00	140,387.55	500.00	221.39	141,108.94
Loara	261,225.04	213,747.06	800.00	37,705.10	252,252.16
Katella	316,260.39	325,441.98	2,100.00		327,541.98
Kennedy	439,083.43	479,635.00	1,300.00		480,935.00
Cypress	877,826.67	842,056.73	1,700.00		843,756.73
Brookhurst	24,527.86	22,071.42			22,071.42
Orangeview	37,041.61	38,164.03			38,164.03
Walker	92,871.21	72,708.23			72,708.23
Dale	80,728.62	85,101.61	200.00		85,301.61
Sycamore	26,888.55	27,370.13			27,370.13
Ball	15,403.84	14,694.93			14,694.93
South	75,904.03	76,099.65			76,099.65
Oxford	654,158.12	655,944.16	260.00		656,204.16
Lexington	88,787.13	97,044.26			97,044.26
Hope	67,309.82	71,222.95			71,222.95
Gilbert	40,622.60	40,319.78			40,319.78
Cambridge	5,438.14	5,587.40			5,587.40
Total	4,115,002.96	3,867,874.45	9,835.00	220,388.19	4,098,097.64

Anaheim Union High School District

Cafeteria Fund

Financial Statements

April 2023

Statement of Revenue and Expense

Anaheim Union High School District

	Period 10 Ending in 04/30/2023				Period 10 Ending in 04/30/2022			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8635	$55,108.04	2.05 %	$475,260.35	1.80 %	$70,083.53	2.78 %	$566,038.10	2.50 %
A La Carte Sales								
8636	$13.00	0.00 %	$259.94	0.00 %	$50.06	0.00 %	$286.45	0.00 %
Adult Rev. - Breakfast								
8637	$1,067.23	0.04 %	$6,948.33	0.03 %	$540.03	0.02 %	$4,180.02	0.02 %
Adult Rev. - Lunch								
Local Revenue	**$56,188.27**	**2.09 %**	**$482,468.62**	**1.83 %**	**$70,673.62**	**2.80 %**	**$570,504.57**	**2.52 %**
Federal Reimbursements								
8200	$324,333.21	12.05 %	$2,905,932.95	11.00 %	$380,840.58	15.11 %	$3,328,110.17	14.73 %
Federal Meal Revenue-Breakfast								
8220	$1,542,892.55	57.32 %	$13,637,116.52	51.62 %	$1,909,543.12	75.77 %	$17,357,761.74	76.81 %
Federal Meal Revenue-Lunch								
8290	$85,500.36	3.18 %	$815,935.68	3.09 %	$15,470.00	0.61 %	$122,476.00	0.54 %
Misc Federal Revenue-Snack								
Federal Reimbursements	**$1,952,726.12**	**72.55 %**	**$17,358,985.15**	**65.71 %**	**$2,305,853.70**	**91.49 %**	**$20,808,347.91**	**92.07 %**
State Reimbursements								
8500	$210,857.40	7.83 %	$1,883,629.03	7.13 %	$36,358.95	1.44 %	$327,849.69	1.45 %
State Meal Revenue-Breakfast								
8520	$742,815.78	27.60 %	$6,546,855.67	24.78 %	$104,088.41	4.13 %	$894,449.25	3.96 %
State Meal Revenue-Lunch								
8590	($274,166.05)	-10.19 %	$0.00	0.00 %	$0.00	0.00 %	$0.00	0.00 %
Misc State Revenue								
State Reimbursements	**$679,507.13**	**25.24 %**	**$8,430,484.70**	**31.91 %**	**$140,447.36**	**5.57 %**	**$1,222,298.94**	**5.41 %**
Other Revenue								
8638	($228.50)	-0.01 %	($1,537.42)	-0.01 %	($308.99)	-0.01 %	($1,581.48)	-0.01 %
Cash Over & Short								
8699	$3,507.74	0.13 %	$145,388.61	0.55 %	$3,639.17	0.14 %	$43.80	0.00 %
Spec Activity/Cater								
Other Revenue	**$3,279.24**	**0.12 %**	**$143,851.19**	**0.54 %**	**$3,330.18**	**0.13 %**	**($1,537.68)**	**-0.01 %**
Total Revenue	**$2,691,700.76**	**100.00 %**	**$26,415,789.66**	**100.00 %**	**$2,520,304.86**	**100.00 %**	**$22,599,613.74**	**100.00 %**
Expense								
Food Purchases & Govnmt								
4700	$923,402.62	34.31 %	$7,790,347.74	29.49 %	$701,768.19	27.84 %	$5,419,935.76	23.98 %
Food Purchases								
Food Purchases & Govnmt	**$923,402.62**	**34.31 %**	**$7,790,347.74**	**29.49 %**	**$701,768.19**	**27.84 %**	**$5,419,935.76**	**23.98 %**
Supplies								
4300	($62,118.33)	-2.31 %	$171,128.51	0.65 %	$39,169.78	1.55 %	$216,174.81	0.96 %
Materials & Supplies								
4400	($88,747.86)	-3.30 %	$15,367.94	0.06 %	$3,645.75	0.14 %	$114,991.27	0.51 %
Noncapitalized Equipment-Over $500								
4790	$81,089.75	3.01 %	$829,574.19	3.14 %	$54,535.29	2.16 %	$594,583.52	2.63 %
Supplies (Food)								
Supplies	**($69,776.44)**	**-2.59 %**	**$1,016,070.64**	**3.85 %**	**$97,350.82**	**3.86 %**	**$925,749.60**	**4.10 %**
Salaries								
2200	$842,853.76	31.31 %	$7,380,051.67	27.94 %	$747,320.92	29.65 %	$6,471,077.47	28.63 %
Classified Salaries								
2300	$40,060.17	1.49 %	$399,905.64	1.51 %	$42,751.55	1.70 %	$370,570.82	1.64 %
Class.Sup/Admin Salaries								

Statement of Revenue and Expense

Anaheim Union High School District

	Period 10 Ending in 04/30/2023				Period 10 Ending in 04/30/2022			
	Monthly	%	YTD	%	Monthly	%	YTD	%
2400	$69,817.05	2.59 %	$416,545.61	1.58 %	$44,023.68	1.75 %	$413,965.57	1.83 %
Clerical/Office Salaries								
Salaries	**$952,730.98**	**35.40 %**	**$8,196,502.92**	**31.03 %**	**$834,096.15**	**33.10 %**	**$7,255,613.86**	**32.11 %**
Benefits								
3202	$191,398.54	7.11 %	$1,635,300.89	6.19 %	$152,861.43	6.07 %	$1,311,750.16	5.80 %
PERS, Classified Position								
3302	$72,328.33	2.69 %	$619,796.18	2.35 %	$62,872.78	2.49 %	$547,206.81	2.42 %
OASD/MED/Classified Position								
3402	$200,346.04	7.44 %	$1,915,709.21	7.25 %	$189,911.06	7.54 %	$1,909,956.78	8.45 %
Hlth/Welfare, Classified								
3502	$4,763.65	0.18 %	$41,058.03	0.16 %	$4,222.21	0.17 %	$37,336.36	0.17 %
SUI, Classified Position								
3602	$24,514.98	0.91 %	$209,892.33	0.79 %	$21,416.05	0.85 %	$185,077.43	0.82 %
Workers Comp, Classified								
Benefits	**$493,351.54**	**18.33 %**	**$4,421,756.64**	**16.74 %**	**$431,283.53**	**17.11 %**	**$3,991,327.54**	**17.66 %**
Other Expenses								
5200	($2,769.23)	-0.10 %	$12,286.83	0.05 %	$1,028.51	0.04 %	$8,768.42	0.04 %
Travel & Conference								
5500	$11,910.00	0.44 %	$214,826.98	0.81 %	$0.00	0.00 %	$176,736.28	0.78 %
Operation & Housekeeping								
5600	($8,664.62)	-0.32 %	$86,088.40	0.33 %	$11,001.63	0.44 %	$69,724.85	0.31 %
Rental/Lease/Repair								
5800	($39,746.78)	-1.48 %	$149,867.92	0.57 %	$500.00	0.02 %	$206,555.62	0.91 %
Prof. Consult Service/Other Operating Exp								
5900	$17.40	0.00 %	$121.65	0.00 %	$0.00	0.00 %	$1,590.32	0.01 %
Fax, Pager, Postage								
Other Expenses	**($39,253.23)**	**-1.46 %**	**$463,191.78**	**1.75 %**	**$12,530.14**	**0.50 %**	**$463,375.49**	**2.05 %**
Capital Outlay								
6500	$15,467.87	0.57 %	$540,433.81	2.05 %	$12,919.23	0.51 %	$12,919.23	0.06 %
Equipment- Over $5000								
Capital Outlay	**$15,467.87**	**0.57 %**	**$540,433.81**	**2.05 %**	**$12,919.23**	**0.51 %**	**$12,919.23**	**0.06 %**
Total Expense	**$2,275,923.34**	**84.55 %**	**$22,428,303.53**	**84.90 %**	**$2,089,948.06**	**82.92 %**	**$18,068,921.48**	**79.95 %**
Net Profit (Loss)	**$415,777.42**	**15.45 %**	**$3,987,486.13**	**15.10 %**	**$430,356.80**	**17.08 %**	**$4,530,692.26**	**20.05 %**

Show all data

Balance Sheet

Anaheim Union High School District

04/30/2023

Account Number	Description	
Asset	**Assets**	
CASH		
9120	Cash-Checking	$6,195,903.73
9122	Change Fund	$5,200.00
Total CASH		$6,201,103.73
RECEIVABLE		
9210	A/R - Current	$285,926.55
9280	A/R - State	$2,069,715.79
9290	A/R - Federal	$6,288,039.02
Total RECEIVABLE		$8,643,681.36
INVENTORIES		
9321	Food	$315,910.18
9323	Supplies	$236,474.81
Total INVENTORIES		$552,384.99
Total Asset		**$15,397,170.08**
Liability	**Liabilities and Fund Balance**	
LIABILITIES		
9510	A/P - Current	$2,428,650.35
9580	Sales Tax Liability	$5,248.76
9599	Purchases Clearing	$0.00
9650	Deferred Revenue	$162,199.13
Total LIABILITIES		$2,596,098.24
Total Liability		**$2,596,098.24**
Fund Balance	**Liabilities and Fund Balance**	
FUND BALANCE		
9780	Fund Balance: Central Kitchen	$2,799,332.90
9798	Fund Balance	$6,014,252.76
Total FUND BALANCE		$8,813,585.66
Total Fund Balance		**$8,813,585.66**
Current Year Profit (Loss)		**$3,987,486.13**
Total Liabilities and Fund Balance		**$15,397,170.03**

Show all data

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2022/23 MONTHLY ENROLLMENT REPORT

Month 10

5/1/23 to 5/25/23

SCHOOL	REGULAR DAY 9th	10th	11th	12th	Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
Anaheim	641	697	661	547	2,546	1	198	2,745
Cypress	663	694	622	700	2,679	4	73	2,756
Katella	603	599	584	539	2,325	-	155	2,480
Kennedy	499	500	481	470	1,950	-	75	2,025
Loara	375	375	349	348	1,447	-	126	1,573
Magnolia	366	400	358	268	1,392	1	127	1,520
Oxford	207	220	193	188	808	-	-	808
Savanna	395	423	393	354	1,565	-	76	1,641
Western	396	387	421	338	1,542	1	84	1,627
Total Comprehensive	**4,145**	**4,295**	**4,062**	**3,752**	**16,254**	**7**	**914**	**17,175**
Anaheim Independent Learning Center	-	-	16	129	145	-	-	145
Cambridge Virtual Academy	23	24	31	24	102	-	-	102
Gilbert High School	-	5	195	314	514	2	152	668
Katella Satellite Independent Study	14	30	32	35	111	-	-	111
Kennedy Satellite Independent Study	14	31	49	32	126	-	-	126
Nonpublic School	-	-	-	-	-	-	25	25
Polaris High School	41	48	48	15	152	-	-	152
Special Education Transition Program	-	-	-	-	-	-	170	170
Western Independent Learning Center	-	13	29	59	101	-	-	101
Total Alternative Ed	**92**	**90**	**400**	**608**	**1,190**	**2**	**347**	**1,600**
Hope	-	-	-	-	-	10	233	243
Total Senior High Schools	**4,237**	**4,385**	**4,462**	**4,360**	**17,444**	**19**	**1,494**	**19,018**

SCHOOL	REGULAR DAY 7th	8th	Subtotal	Hosp/Hm		SP ED		TOTAL STUDENTS
Ball	377	369	746	-		46		792
Brookhurst	380	337	717	-		53		770
Dale	492	478	970	1		53		1,024
Lexington	659	573	1,232	-		45		1,277
Orangeview	289	371	660	-		24		684
Oxford	231	234	465	-		-		465
South	601	604	1,205	1		77		1,283
Sycamore	553	604	1,157	2		94		1,253
Walker	398	436	834	-		26		860
Total Comprehensive	**3,980**	**4,006**	**7,986**	**4**		**418**		**8,408**
Cambridge Virtual Academy	23	20	43	-		-		43
Nonpublic School	-	-	-	-		17		17
Polaris High School	25	47	72	-		6		78
Total Alternative Ed	**25**	**47**	**72**	**-**		**23**		**138**
Total Junior High Schools	**4,005**	**4,053**	**8,058**	**4**		**441**		**8,546**

DISTRICT TOTAL	**27,564**

EXHIBIT YY

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2022/23 MONTHLY ENROLLMENT REPORT

Month 10

5/1/23 to 5/25/23

SCHOOL	REGULAR DAY 9th	10th	11th	12th	Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
Anaheim	641	697	661	547	2,546	1	198	2,745
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Kennedy	499	500	481	470	1,950	-	75	2,025
Loara	375	375	349	348	1,447	-	126	1,573
Magnolia	366	400	358	268	1,392	1	127	1,520
Oxford	207	220	193	188	808	-	-	808
Savanna	395	423	393	354	1,565	-	76	1,641
Western	396	387	421	338	1,542	1	84	1,627
Total Comprehensive	**4,145**	**4,295**	**4,062**	**3,752**	**16,254**	**7**	**914**	**17,175**
Anaheim Independent Learning Center	-	-	16	129	145	-	-	145
Cambridge Virtual Academy	23	24	31	24	102	-	-	102
Gilbert High School	-	5	195	314	514	2	152	668
Katella Satellite Independent Study	14	30	32	35	111	-	-	111
Kennedy Satellite Independent Study	14	31	49	32	126	-	-	126
Nonpublic School	-	-	-	-	-	-	25	25
Polaris High School	41	48	48	15	152	-	-	152
Special Education Transition Program	-	-	-	-	-	-	170	170
Western Independent Learning Center	-	13	29	59	101	-	-	101
Total Alternative Ed	**92**	**90**	**400**	**608**	**1,190**	**2**	**347**	**1,600**
Hope	-	-	-	-	-	10	233	243
Total Senior High Schools	**4,237**	**4,385**	**4,462**	**4,360**	**17,444**	**19**	**1,494**	**19,018**

SCHOOL	REGULAR DAY 7th	8th	Subtotal	Hosp/Hm		SP ED		TOTAL STUDENTS
Ball	377	369	746	-		46		792
Brookhurst	380	337	717	-		53		770
Dale	492	478	970	1		53		1,024
Lexington	659	573	1,232	-		45		1,277
Orangeview	289	371	660	-		24		684
Oxford	231	234	465	-		-		465
South	601	604	1,205	1		77		1,283
Sycamore	553	604	1,157	2		94		1,253
Walker	398	436	834	-		26		860
Total Comprehensive	**3,980**	**4,006**	**7,986**	**4**		**418**		**8,408**
Cambridge Virtual Academy	23	20	43	-		-		43
Nonpublic School	-	-	-	-		17		17
Polaris High School	25	47	72	-		6		78
Total Alternative Ed	**25**	**47**	**72**	**-**		**23**		**138**
Total Junior High Schools	**4,005**	**4,053**	**8,058**	**4**		**441**		**8,546**

DISTRICT TOTAL	**27,564**

ANAHEIM UNION HIGH SCHOOL DISTRICT
Business Division
2022/23 MONTHLY ENROLLMENT REPORT

GROWTH vs. DECLINE - MONTH to MONTH COMPARISON
Month 10

HIGH SCHOOL	Month 9	Month 10	Growth v. (Decline)
Anaheim	2,742	2,745	3
Cypress	2,760	2,756	(4)
Katella	2,479	2,480	1
Kennedy	2,030	2,025	(5)
Loara	1,574	1,573	(1)
Magnolia	1,521	1,520	(1)
Oxford	808	808	-
Savanna	1,643	1,641	(2)
Western	1,635	1,627	(8)
Total Senior High	**17,192**	**17,175**	**(17)**

JUNIOR HIGH SCHOOL	Month 9	Month 10	Growth v. (Decline)
Ball	791	792	1
Brookhurst	770	770	-
Dale	1,019	1,024	5
Lexington	1,279	1,277	(2)
Orangeview	682	684	2
Oxford	465	465	-
South	1,283	1,283	-
Sycamore	1,253	1,253	-
Walker	859	860	1
Total Junior High	**8,401**	**8,408**	**7**

Total Comprehensive Schools	**25,593**	**25,583**	**(10)**

Alternative Education	Month 9	Month 10	Growth v. (Decline)
Anaheim Independent Learning Center	145	145	-
Cambridge Virtual Academy	146	145	(1)
Gilbert High School	677	668	(9)
Hope School	243	243	-
Katella Satellite Independent Study	115	111	(4)
Kennedy Satellite Independent Study	132	126	(6)
Nonpublic School	43	42	(1)
Polaris High School	231	230	(1)
Special Education Transition Program	169	170	1
Western Independent Learning Center	101	101	-
Total Alternative Ed.	**2,002**	**1,981**	**(21)**
District Total	**27,595**	**27,564**	**(31)**

ANAHEIM UNION HIGH SCHOOL DISTRICT
Business Division
2022/23 MONTHLY ENROLLMENT REPORT

GROWTH vs. DECLINE - YEAR to YEAR COMPARISON
Month 10

HIGH SCHOOL	2021/22	2022/23	Growth v. (Decline)
Anaheim	2,764	2,745	(19)
Cypress	2,782	2,756	(26)
Katella	2,579	2,480	(99)
Kennedy	2,103	2,025	(78)
Loara	1,646	1,573	(73)
Magnolia	1,573	1,520	(53)
Oxford	821	808	(13)
Savanna	1,654	1,641	(13)
Western	1,670	1,627	(43)
Total Senior High	**17,592**	**17,175**	**(417)**

JUNIOR HIGH SCHOOL	2021/22	2022/23	Growth v. (Decline)
Ball	825	792	(33)
Brookhurst	824	770	(54)
Dale	984	1,024	40
Lexington	1,184	1,277	93
Orangeview	775	684	(91)
Oxford	458	465	7
South	1,329	1,283	(46)
Sycamore	1,310	1,253	(57)
Walker	911	860	(51)
Total Junior High	**8,600**	**8,408**	**(192)**

Total Comprehensive Schools	**26,192**	**25,583**	**(609)**

Alternative Education	2021/22	2022/23	Growth v. (Decline)
Anaheim Independent Learning Center	153	145	(8)
Cambridge Virtual Academy	211	145	(66)
Gilbert High School	557	668	111
Hope School	246	243	(3)
Katella Satellite Independent Study	118	111	(7)
Kennedy Satellite Independent Study	115	126	11
Nonpublic School	41	42	1
Polaris High School	228	230	2
Special Education Transition Program	166	170	4
Western Independent Learning Center	106	101	(5)
Total Alternative Ed.	**1,941**	**1,981**	**40**
District Total	**28,133**	**27,564**	**(569)**

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 20th day of July, 2023, between the Anaheim Union High School District ("District") and Awareness in Motion LLC (formerly known as MindKind Institute LLC) ("Contractor") (each a party, collectively, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. **Term**. The term for services pursuant to this Agreement is from July 21, 2023 through December 31, 2024.

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

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

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of forty-seven thousand, nine-hundred Dollars ($47,900.00) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

5. **Independent Contractor**. Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.

6. **Materials**. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

7. **Standard of Care**. Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.

8. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

9. **Indemnification**. To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance**.

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

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

twice the required occurrence limit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

11. Compliance With Laws, Rules, and Regulations. Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. Employment With Another Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.

17. **Assignment/Subcontract**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. **Termination**. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School
District Attn: Dr. Jaron Fried
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3557
Email: fried_ja@auhsd.us

Contractor
Awareness in Motion LLC
Attn: David Yuan
133 Roast Meat Hill Rd
Killingworth, CT 06419
Phone: (408) 314-9815
Email:dyuan@awarenessinmotion.com

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

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **Governing Law**. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

26. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

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

Anaheim Union High School District

Date: 07/21/23

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Awareness in Motion LLC

Date: 6/21/23

By: 

Print Name: David Yuan

Title: Managing Partner

EXHIBIT A

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

Contractor shall:

Service	Description
1-1 Executive Coaching Program	An executive 1-1 coaching program for 13 senior AUHSD admin leaders, which includes one in-person kick-off retreat in Anaheim, CA plus eight 1-1 coaching sessions per leader held on Zoom with master Executive Coaches.

Qualifications of the Contractor	**The contractor's experience spans** Fortune 500s, non-profits, K-12 schools, universities, and intergovernmental organizations. We have worked with AUHSD since 2016. **The contractor's team is diverse, consisting of** leading university-level educators, executive coaches, psychotherapists, movement coaches, yoga teachers, and mindfulness facilitators. **The contractor's backgrounds bring in** psychology, emotional intelligence, organizational development, leadership and adult development, somatic psychology, trauma-informed practices, systems thinking, family systems, mindfulness, and various movement systems.

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ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 20th day of July, 2023, between the Anaheim Union High School District ("District") and Educational Policy Improvement Center dba Inflexion ("Contractor") (each a party, collectively, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. **Term**. The term for services pursuant to this Agreement is from July 21, 2023 through June 30, 2024.

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

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

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of eighty-five thousand, five hundred Dollars ($85,500) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

5. **Independent Contractor**. Contractor is customarily engaged in an independently

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established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.

6. **Materials**. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

7. **Standard of Care**. Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.

8. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

9. **Indemnification**. To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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10.2.5 All policies shall be written on an occurrence form.

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

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

11. Compliance With Laws, Rules, and Regulations. Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. Employment With Another Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been

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convicted of a felony, as defined in Education Code section 45122.1.

17. **Assignment/Subcontract**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. **Termination**. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Dr. Jaron Fried

501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3557
Email: fried_ja@auhsd.us

Contractor
Name of Contractor: Educational Policy Improvement Center dba Inflexion
Attn: Matt Coleman, CEO
Street Address: 360 E 10th Ave #300
City State Zip Eugene, OR 97401
Phone: 541-514-9594
Email: contracts@inflexion.org

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

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **Governing Law**. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

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24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

26. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

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

Anaheim Union High School District

Date: July 21, 2023

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

[Name of Contractor]

Date: 6/27/2023

DocuSigned by:

By: matt coleman

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Print Name: Matt Coleman

Title: CEO

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EXHIBIT A

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

Contractor shall:

Inflexion is a nonprofit consulting group based in Eugene, Oregon, that helps educators better equip students for success. They are committed to ensuring every student receives what they need to succeed. Inflexion will provide District administrators with one-on-one coaching, monthly networked improvement community engagements, implementation guides, virtual breakout sessions, and grab and go resources aligned to transforming schools for up to 9 site administrators.

As part of these coaching services, Inflexion will provide direct support to two sites completing a visioning process designed to ensure the school has a clear identity and vision that is shaped by the community.
Portico is a networked community of leaders sharing a commitment to (a) implement systems supporting students developing readiness for college, career, and life; b) build the necessary skills and dispositions to lead systemic change; (c) support each other's efforts by sharing resources and lessons learned; and (d) share an implementation framework to sustain school level efforts over time and potential turnover. These commitments are supported by 5 interrelated services Co-pilot, Counterpart, Blueprint, Toolkit, and Crowdsource.

TeachFX & Anaheim Union High School District Partnership Agreement

June 5, 2023

This is an agreement between TeachFX, Inc. and Anaheim Union High School District (AUHSD) regarding a partnership for the 2023-25 school year (July 1, 2023 through June 30, 2025) to build teacher capacity in elevating student voice and purpose and supporting the goals of the Career Preparedness Systems Framework.

I. PARTNERSHIP BACKGROUND

AUHSD has been engaged in a deepening partnership with TeachFX since November 2018. The partnership began as a pilot focused on better engaging AUHSD students, and English learners in particular, to meet the district's 30% student talk goal, created by the AUHSD EL Task Force. A presentation of data and teacher feedback from this pilot is available **here**.

With AUHSD's focus on promoting the 5 Cs, LCAP priorities, and the CPSF, the partnership has grown and TeachFX has adopted a more holistic approach in its work with the district. Today, TeachFX has become a key professional learning partner to AUHSD, through the use of the TeachFX app alongside workshops, dedicated opportunities for educators to reflect on their classroom discourse data, and leadership development.

You can hear more from AUHSD teachers about the history of the partnership between the district and TeachFX in these videos: **link 1**, **link 2**.

A. About TeachFX

TeachFX is a professional learning organization whose mission is to promote more meaningful and equitable student discourse in the classroom. Our work includes:

- **Professional Learning**. TeachFX's professional learning focuses on instructional practice, equity, and student voice, while leveraging data from the TeachFX app to support teacher reflection.
- **TeachFX App**. TeachFX has developed unique software powered by sophisticated artificial intelligence (AI) that enables teachers to record audio of their classes and receive detailed pedagogical feedback on their teaching practice, including analysis of student engagement, academic language, types of questions, use of wait time, and other discourse patterns in their classroom.
- **Data Analysis**. Our team analyzes the rich data generated in the district by the TeachFX software in order to surface successes and opportunities for growth in future professional learning plans.

B. TeachFX in AUHSD

The TeachFX app has been used by over 400 teachers in AUHSD across 14 schools in programs such as Induction, Project LEARN, through site-based initiatives, and with teacher leaders such as 5 Cs coaches and department chairs.

AUHSD teachers have recorded approximately 2,000 lessons and teachers who have recorded at least 6 lessons increased their student talk percentage from 14.1% to 32.8%, based on their TeachFX data.

An AUHSD teacher using TeachFX is getting more instructional feedback in one month than a typical tenured teacher in the US receives in six years.

C. Additional Context: TeachFX, AUHSD, and the 5 Cs

TeachFX and AUHSD's goal with this partnership is to help all AUHSD educators integrate the 5 Cs into their content teaching to elevate youth voice and purpose. Achieving this overarching goal requires more frequent opportunities for student voice in daily lessons. This is the reason why the 30% student talk goal is so important. Student voice must be deliberately cultivated in classrooms every day for students to grow and reflect in ways that empower them to graduate knowing who they are as emerging adults and how they would like to contribute to their community. The types of student voice captured by TeachFX provide essential evidence to demonstrate to teachers and administrators progress toward CPSF goals and "Creating a better world through Unlimited You." The goal of engaging students in meaningful and equitable discourse remains of highest priority, and the focus of the partnership is building teachers' expertise, knowledge, and reflective capacity for generating student engagement.

TeachFX is an organization that provides professional learning services to districts leveraging the TeachFX software tool the organization has developed. The TeachFX software is a reflective instruction tool that is designed to allow teachers

to see evidence of and track progress toward the realization of classrooms that exhibit the 5 Cs and types of student voice that range from Expression through Participation to Leadership.

Specifically, the TeachFX software tool can show teachers how well they are…

- Promoting **collaboration** by doing the following:
    - Checking the TeachFX Summary Metrics to see if they are providing approximately 30% of class time for intentional talk for students to participate in discussions, debates, oral presentations, and group projects.
    - Reviewing moments in the TeachFX app to see their diversity of class participation so they can ensure they are creating a safe, equitable learning environment that builds community and invites teamwork and where students feel comfortable asking questions.
    - Using TeachFX Group Talk metrics to find evidence that they are building opportunities for students to learn how to engage with teammates, set norms, and handle conflict.
- Promoting **communication** by doing the following:
    - Viewing the TeachFX Student Talk and Group Talk metrics to make sure they are allowing students to practice oral communication and ensuring approximately 30% of class time is dedicated to providing formal (Student Talk) and informal (Group Talk) speaking opportunities.
    - Playing back TeachFX moments to find evidence that they are providing opportunities for students to communicate verbally with various audiences, including peers, teachers, and outside audiences and developing speaking and listening skills with the use of technology to analyze purpose, key points, implications, tone, etc.
    - Using the Questioning Insights in TeachFX to practice asking open-ended questions to facilitate discussion and debate and demonstrate multiple ways to interpret and answer a question.
    - Using the Student Talk Insights in TeachFX to find evidence of and receive feedback on how well they are encouraging students to develop their independent voice, and asking students for their opinions and choices regarding the mode and topics of instruction.
- Promoting **creativity** by doing the following:
    - Using the Teacher Talk Insights in TeachFX to ensure they are valuing and rewarding curiosity and innovation by encouraging students to question, explore, and investigate topics rather than simply asking students to produce “correct” answers.
    - Evaluating Lesson Design in TeachFX to see if they are providing opportunities for students to pitch ideas, present their work, and gather feedback.
    - Listening to TeachFX moments for evidence of a safe learning environment where originality of ideas, uncertainty, taking risks, and learning from failure are encouraged over procedural “answer getting” that focuses on avoiding mistakes.
    - Using the Volleyball Insights in TeachFX to ensure they are encouraging students to facilitate their own learning and to explore areas of interest.
- Promoting **critical thinking** by doing the following:
    - Conducting Lesson Plan analysis in TeachFX to validate the existence in their classroom of scaffolding to learning opportunities such as AUHSD Talks, Project Based Learning, DBQs, Civic Inquiry, and performance tasks that are open-ended, intentionally challenging to students, connected to meaningful real-life contexts, relevant to students’ lives, and aligned to students’ interests. Are lessons inquiry-based, open-ended, challenging, meaningful, and relevant as indicated by significant Student Talk in response to these activities and tasks?
    - Listening to specific moments to see if they are allowing students to formulate independent, critical thoughts throughout the process of completing assignments.
    - Using the Wait Time Insights in TeachFX to find evidence of and receive feedback on how well they are giving students time to process material or concepts, and to discuss and evaluate content.
    - Using the Volleyball Insights in TeachFX to find evidence of and receive feedback on how well they are encouraging students to ask critical questions and consider diverse perspectives about subject matter to facilitate discussion, clarify, and extend students’ thinking.
- Promoting **compassion** by doing the following: .
    - Analyzing the Transcription to find evidence of and receive feedback on how well they are providing a learning environment and classroom culture that allows students to see and understand other points of view, and feel a sense of responsibility to and for one another.
    - Using Playback functionality in TeachFX to ensure they are modeling leadership and civic inquiry in addition to demonstrating open-mindedness, and building positive relationships.

TeachFX provides classroom process data in real time that explain how students are progressing toward outcomes revealed through eKadence. For example, reflections in an ePortfolio might include moments when teachers provided time for a classroom debate. TeachFX data reveal to teachers when, how often, and how long teachers inspired students to speak about issues important to them.

II. SERVICES & SOFTWARE

The TeachFX partnership with AUHSD includes TeachFX software licenses for any teacher in the district who desires one through June 30, 2025, as well as training, implementation, teacher professional learning and data analysis services.

Overall, these services take a holistic approach meant to help streamline district initiatives to promote CPSF goals in the classroom in ways meaningful to students. TeachFX and AUHSD see our relationship as a long-term partnership. Both parties also understand the importance of an integrated implementation plan that is collaborative between school and district leaders alongside the TeachFX team, to maximize teacher autonomy and commitment.

TeachFX's professional learning services are crafted to help instructional leaders within the district design collaborative professional environments that promote teacher learning to help foster improvement in instruction so that collaboration, communication, creativity, critical thinking, and character and compassion are evident in all AUHSD classrooms. These services are also crafted, in part, to help district teachers best leverage the TeachFX software tool to find evidence, receive feedback, and track progress on how well they are fostering collaboration, communication, creativity, critical thinking, and character and compassion in their classroom, so that the district can achieve the its larger goals for instruction and student engagement.

Presently, TeachFX services are provided by the following individuals: Rakiya Brown, a former teacher and administrator; and Joseph Hyun, a former teacher and professional developer.

The components of the partnership that TeachFX will provide to AUHSD are outlined below:

A. Professional Learning

One of the core services TeachFX provides is designing or co-designing professional learning experiences to be led either by TeachFX personnel or by educators within the district. With AUHSD, TeachFX will design and deliver professional learning workshops with school leaders across the district. TeachFX will also design any professional learning materials and experiences requested by the district in site-based planning meetings.

Professional learning will be designed and delivered utilizing a cohort-based approach, where teachers engage in a shared learning experience with TeachFX's professional learning team. For AUHSD, TeachFX will provide a tailored professional learning experience for cohorts of teachers. In the 23-24 school year, TeachFX will work with cohorts of teachers at the following schools: Gilbert, Walker, Lexington Jr. High, Oxford and CVA. We will also support Diana Fujimoto and the Induction Program and Mike Switzer's Communities of Practice. Each of these cohorts of teachers will each have the opportunity to engage in a 4-part series of workshops with a TeachFX facilitator. The content and themes of each series will be determined in collaboration between TeachFX and site leadership teams; some examples of TeachFX's most popular previous offerings are outlined **here**. TeachFX seeks to co-design all professional learning experiences such that the content is relevant to AUHSD teachers to the greatest extent possible. As such, TeachFX personnel will be made available to AUHSD staff to plan and co-design sessions together. Content for professional learning will focus on integrating the 5 Cs into content learning in a manner that maximizes student voice across all six types. Additionally, TeachFX personnel will be available by request to help incorporate the use of TeachFX into any additional professional learning workshops planned within the school.

The dates of all professional learning workshops will be determined jointly by AUHSD and TeachFX. The workshops will be co-designed by TeachFX and AUHSD staff whenever desired, and, as has been done in the past with the two parties, will focus on topics of importance to the district.

B. Software Licenses

AUHSD will receive a license for the TeachFX platform to be used by AUHSD teachers. This agreement projects approximately 75 individual teacher subscriptions to be utilized by the district. A TeachFX software subscription provides account holders with unlimited access to the following features: recording capabilities from smartphone (Android and iOS), tablet, laptop, and desktop devices; Zoom integration; audio playback; class transcriptions in any language; teacher talk, student talk, group talk, and wait time metrics; the ability to share recordings and class reports; analytics of classes over time; scheduling functionality; written comments linked to audio; feedback on levels of questioning, equity

of voice, use of lecture, use of wait time 1 and wait time 2, teacher "uptake" of student contributions, and use of "volleyball"-style discourse. This subscription package covers licenses for any teacher in the district who wishes to adopt the TeachFX app.

TeachFX's software is designed to empower teachers. The software is meant for teachers to use voluntarily to improve their practice without fear of being judged or evaluated. TeachFX data is private to the teacher using the software. Only the teacher can listen back to his or her classes and see related metrics. Teachers can also delete a class at any time. As such, AUHSD agrees that TeachFX software will never be used for evaluative purposes, and will never be mandated as compulsory for teachers, who shall always maintain their autonomy in deciding when and whether to use the TeachFX app.

C. Technical Support

TeachFX staff will provide AUHSD administrators and teachers with technical support on an as-needed basis. Specifically, TeachFX will be available for check-in calls with AUHSD leadership and will provide technical assistance as required for all AUHSD educators on an ongoing basis through a number of channels, including in-app, email, and phone support.

D. Data Analysis

TeachFX will provide AUHSD with data services each semester whereby the TeachFX team will analyze the data generated by the TeachFX software platform in the school to uncover key insights that can be leveraged toward school learning, allowing for targeted interventions and professional learning opportunities that serve the specific needs of AUHSD teachers, and for the evaluation of professional learning initiatives. The TeachFX team will meet with AUHSD cohort leaders monthly to discuss this data and to provide leadership consultation on the design and direction of the partnership overall based on "what the data is telling us" and how that impacts instructional leadership going forward. Note that individual teacher level metrics on TeachFX are private to teachers, but that anonymized and aggregated data will be analyzed and discussed in these meetings.

The TeachFX software tool generates a tremendous amount of data that can be leveraged toward district learning, allowing for targeted interventions and professional learning opportunities that serve the specific needs of teachers within the district. Because of this, an additional service TeachFX provides is the mining and analysis of this data, to surface relevant insights and suggestions based on trends in the data. On a regular basis, TeachFX will pull carefully anonymized data from the software application, and perform in-depth analyses on that data to help the district answer key questions — such as whether teachers are making progress in their questioning technique, employing high leverage group activities, or using of wait time effectively — across different "buildings" or subject areas. This analysis will be instrumental in informing the plans TeachFX makes with AUHSD.

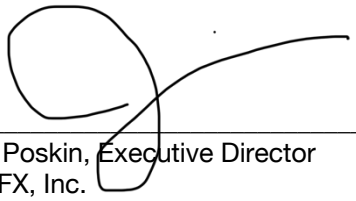
Near the end of the school year, TeachFX will engage AUHSD leaders in a presentation of the qualitative and quantitative instructional data from the year, a reflection on the partnership thus far, and a visioning for the future. This will be an opportunity for AUHSD to view comprehensive anonymized and aggregated data from the TeachFX software platform, including but not limited to the following reports: comprehensive analysis of student-centered instructional strategies (e.g., open-ended questions, wait time, etc.); trend analysis of discourse ratios to identify instructional strengths and build on and areas of growth; and cohort analysis to pinpoint opportunities for targeted instructional support. This will also be an opportunity to hear qualitative feedback from teachers, and to plan for next steps. The timing of this meeting with be mutually agreed upon by both parties.

III. COST & PAYMENT SCHEDULE

TeachFX will provide these partnership services and software to AUHSD for an annual cost of $75,000 for two years from July 1, 2023 through June 30, 2025. This price reflects significant discounts provided to AUHSD as compared to typical pricing for TeachFX.

AUHSD pricing: → Software + Professional Learning (cohort-based services)	**$75,000/year**
Total	**$150,000**

Payment for services shall be due to TeachFX on the following schedule: $75,000 by September 1, 2023, and $75,000 by September 1, 2024.



Jamie Poskin, Executive Director
TeachFX, Inc.
3375 Edison Way
Menlo Park, CA 94025
(650) 814-2792
jamie@teachfx.com

Jaron Fried, Assistant Superintendent
Anaheim Union High School District
501 North Crescent Way
Anaheim, CA 92801
(714) 999-3575
fried_ja@auhsd.us

EXHIBIT CCC

Government Price Quotation

qualtrics XM

Qualtrics at Carahsoft

11493 SUNSET HILLS ROAD | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | QUALTRICS@CARAHSOFT.COM

carahsoft

TO:	Erik Greenwood Chief Technology Officer (CTO) Anaheim Union High School District-AUHSD 501 N. Crescent Way Attn: ERIK GREENWOOD Anaheim, CA 92801 USA	FROM:	Garrett Miller Qualtrics at Carahsoft 11493 Sunset Hills Road Reston, Virginia 20190
EMAIL:	GREENWOOD@AUHSD.US	EMAIL:	Garrett.Miller@carahsoft.com
PHONE:	(714) 999-5676	PHONE:	(571) 662-3318 FAX: (703) 871-8505

TERMS:	Contract Number: CMAS # 3-20-70-2247G Term: 3/27/2020 - 8/21/2023 Delivery: 30 Days ARO Payment Terms: Net 45 Credit Cards: Cal-Card Accepted Delivery: FOB Destination Tax: State Sales Tax as Required Business Size: Large Sales Tax May Apply

QUOTE NO:	39402730
QUOTE DATE:	06/12/2023
QUOTE EXPIRES:	08/12/2023
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$95,366.26
TOTAL QUOTE:	$95,366.26

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
1	QVOC-1000K-RBD-611	Qualtrics Vocalize 1000000 Responses Role-based Dashboard Vocalize Core : 29000 District Level Access : 29000 Qualtrics, LLC - QVOC-1000K-RBD Start Date: 08/10/2023 End Date: 08/09/2024	$47,683.13	GSA	1	$47,683.13
2	QVOC-1000K-FOLLUP-611	Qualtrics Vocalize 1000000 Responses Follow Up Closed Loop Followup Advanced Features Package Qualtrics, LLC - QVOC-1000K-FOLLUP Start Date: 08/10/2023 End Date: 08/09/2024	$47,683.13	GSA	1	$47,683.13
		SUBTOTAL:				$95,366.26
			TOTAL PRICE:			**$95,366.26**
			TOTAL QUOTE:			**$95,366.26**

qualtrics XM

Qualtrics at Carahsoft

11493 SUNSET HILLS ROAD | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | QUALTRICS@CARAHSOFT.COM

carahsoft

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE

Qualtrics Terms of Service: https://www.qualtrics.com/terms-of-service/

TERMS & CONDITIONS
Prices shown do not include sales tax, GST, HST, VAT or other taxes that may apply. Applicable taxes will be presented on the invoice. Unless inserted as part of an order form, this quote does not constitute a contract and is based on current information about the project requirements. Timelines for associated projects may be provided in a separate order form. Unless inserted as part of an order form, actual costs may change once project requirements and timelines are finalized. Software total above does not include any additional services fees that may be applicable.

***** Please reference Carahsoft Quote Number 39402730 on a resulting purchase order.**

Includes:
Vocalize Core : 29000
Additional Brands
Advanced Distribution Package
Advanced Features Package
Closed Loop Followup
District Level Access : 29000
Included Authors
Role Based Dashboards
Stats iQ
Text iQ
Website Targeting
Additional Theme
Advanced Security Management
Developer Tools

Renewal Contract for Existing Clients
Web Hosting Services
01-18-2023

Anaheim UHSD (CA)

Web Hosting - 23 Site(s)

Making Information Technology Work for You

Cyberschool Web Hosting Platform

Web Hosting 2023-24 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, 2023, and Terminating June 30, 2024.**

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**	**$14,500.00**
	Total Annual Cost	**$14,500.00**

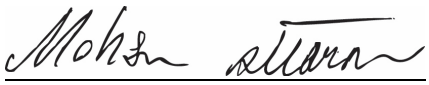
Agreed Upon Billing Method

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	
	01-18-2023	_____	7/21/23
Mohsen Attaran President	Date	Authorized Signature	Date
		Print Name: Dr. Jaron Fried	

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 20th day of July 2023, between the Anaheim Union High School District ("District") and Character Strong ("Contractor") (each a party, collectively, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. **Term**. The term for services pursuant to this Agreement is from August 9, 2023 through May 30, 2024 .

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

____ Signed Agreement
____ Insurance Certificate(s) and Endorsements (Section 10)
____ Criminal Background Investigation Certification(s) (Section 16)
____ W-9 Form

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of $9,980.00 Dollars and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

5. **Independent Contractor**. Contractor is customarily engaged in an independently

established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.

6. **Materials**. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

7. **Standard of Care**. Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.

8. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

9. **Indemnification**. To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

11. Compliance With Laws, Rules, and Regulations. Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. Employment With Another Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No X Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal

records certification form, that neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.

17. **Assignment/Subcontract**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. Termination. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. Limitation of District Liability. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Dr. Jaron Fried
Copy: Paul Chylinski
501 N. Crescent Way
Anaheim, CA 92801
Phone: (714) 999-3511
Email: fried_j@auhsd.us

Contractor
CharacterStrong
Attn: John Norlin/Co-Founder
4227 S. Meridian Ste C, #320
Puyallup, WA 98373
Phone: (253) 736-4242
Email: john@characterstrong.com

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

22. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

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

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

26. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

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

Anaheim Union High School District

Date: _____

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Education

CharacterStrong

Date: **6/29/23**

By: John Norlin

Print Name: John Norlin

Title: Co-Founder

EXHIBIT A

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

Contractor shall:

CharacterStrong is a character education and social-emotional learning (SEL) curriculum and professional development company that creates positive habits through ideas-based practice. CharacterStrong services will include:

- 20 school wide license renewals for CharacterStrong SEL and Character Development lessons
- Live instruction for staff with a CharacterStrong trainer. These sessions are led by top trainers who helped develop the curriculum or led the program with proven results on their campus. The products and services that CharacterStrong provides are unique, effective, and ready to use. No technical support will be needed besides access to the internet.

DocuSign Envelope ID: 0F96CEF2-C580-4DDC-B849-A3239B7EBB21

EXHIBIT FFF

AVID Center

Products and Services Quote/Order

Quote/Order #: Q-86575
Client: Anaheim Union High School District
Address: 501 N Crescent Way
Anaheim, CA 92801

AVID Center Representative: Grecia Saavedra
Phone: {858} 654-5015
Email: gsaavedra@avid.org

Effective Date: July 01, 2023

Expiration Date: June 30, 2024

Dale Junior High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID EXCEL Benefit Package	$1,050.00	$1,050.00
		Dale Junior High School SUBTOTAL:	**$1,050.00**

TOTAL: $1,050.00

plus all applicable taxes

Additional Comments:

N/A

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above ("Ts&Cs"). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at https://www.avid.org/Page/3290 or another location on AVID Center's website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at https://www.avid.org/rest-assured-policy.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center, a California Non-Profit Corporation 501(c)(3)		Anaheim Union High School District	
Sign:	DocuSigned by: David S. Greulich ECA8539C0068440...	Sign:	
Print Name:	David S. Greulich	Print Name:	Dr. Jaron Fried
Title:	Controller	Title:	Assistant Superintendent, Ed. Division
Date:	6/23/2023 | 4:47 PM PDT	Date:	7/21/23
Email:	contracts@avid.org	Email:	melena_ma@auhsd.us

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

UNIVERSITY OF CALIFORNIA Transcript Evaluation Service

Statement of Work
UC-TES School Subscriber Agreement

1111 Franklin Street, 9th floor Oakland, CA 94607

This Statement of Work ("SOW") is issued pursuant to the terms and conditions of the Terms of Service and Privacy Policy ("Agreement") dated **July 1st, 2023** between **Anaheim Union High School District** ("Subscriber") and the **University of California** ("UC"), collectively referred to as the "PARTIES".

Unless explicitly stated otherwise in this SOW, any capitalized terms shall have the meaning given to them in the SOW. If there are any conflicts between the provisions of this SOW and the Agreement, the terms of this SOW shall control with respect to the subject matter of this SOW. Any provisions of the Agreement not amended by this SOW shall remain in full force and effect. References to the "SOW" shall mean the Agreement and this SOW together.

1. Description of Services

   University provides secured technologies and web services for subscribers to manually transfer and UC to accept personal demographic, academic, and other confidential individual record level data necessary to conduct the evaluation by the UC Transcript Evaluation Service ("TES")[1]. Through TES, UC evaluates data as a service for participating California public schools and districts to determine student progress toward meeting the eligibility requirements for the California's public systems of higher education. UC will implement a cloud-based data warehouse and visualization solution with data provided by SUBSCRIBER, that they, their designees and other authorized parties can securely access. UC will provide annual regional training and referrals to implementation support services as requested. UC will provide professional services hours as detailed below.

2. Fees, Expenses and Invoicing
   The Fee Schedule is set forth in Table 1 below. UC will notify SUBSCRIBER if circumstances arise that would result in additional fees before commencing such work.

   SUBSCRIBER agrees to prepay for the products and services listed in table 1, below. UC will invoice SUBSCRIBER in full once the SOW is signed by both parties.

   UC will complete the implementation and training work on flat fee basis (see Table 1 for costs). SUBSCRIBER understands that the estimate of time is not a guarantee, and that the estimate is based, in part, upon SUBSCRIBER's availability and requirements outlined at commencement of work. If the total fees and costs exceed the estimated amount, UC will request approval in writing from the SUBSCRIBER. Once approved by SUBSCRIBER, the SUBSCRIBER will also be billed for expenses subject to SUBSCRIBER's customary expense policy.

   Upon payment of the annual subscription fee as detailed in Table 1 below, UC will provide the hosting services, web services, and Tableau services needed for SUBSCRIBER staff to access UC TES secured webpage, that include reports, for the length of the subscription period. UC reserves the right to change the pricing model for subsequent years with a 90 day notice to SUBSCRIBER.

In addition to the work specified below, upon request UC will provide referrals to college preparation program support for your implementation and training needs. Programs may assess a fee for providing these services to help offset the costs to deliver these services. These prices are set independent of the TES administration at the UC Office of the President. Schools should inquire with their regional TES school engagement representative to learn more about programs available in your area. SUBSCRIBER

[1] See the list of data collected for the TES evaluation system for each data system and manual upload tool.

with an active subscription to may submit support requests via email or phone. UC will respond to support requests within one business day.

Schools may also inquire about accessing a direct connection between their school information system and the Transcript Evaluation Service. This preferred message can be automated the collect data at the school's preferred frequency. Schools can request this service through their current information system. The University will consider requests but will not accept any additional costs required for establishing these connections. The University also does not endorse vendors passing the costs of developing the connectors to their current school subscribers.

Table 1. Deliverables and Pricing

Fee	Cost
UCI-OCDE Partnership	No Charge

3. Subscriber Uses and Acknowledgement
   SUBSCRIBER acknowledges and agrees that UC owns and operates www.transcriptevaluationservice.com, its website, the results of the TES evaluations, and all rights and privileges thereto, and that it will not infringe on any intellectual property rights owned by UC.

   Schools are permitted to use data provided by the University to institute and assess new and innovative practices to ensure more students are on track to satisfying the "a-g" requirements. The data from TES is used to provide schools and districts support from University programs, research, and its public service mission focused partners.

4. Assumptions and UC Authorized Access
   The following assumptions were taken into account when preparing the SOW and estimate of hours. If any of them turn out not to be accurate, the schedule and/or budget may be affected. UC will work with SUBSCRIBER to resolve any issues as they occur.

   a. SUBSCRIBER agrees to use tes@ucop.edu for support requests.
   b. SUBSCRIBER agrees to provide requisite information for UC to meet Table 1 Deliverables in a timely fashion.
   c. SUBSCRIBER users will log in with email address and their password provided by UC to view reports
   d. SUBSCRIBER will access TES Data Warehouse securely using VPN software provided by UC

5. Warranties/Indemnification
The University hereby represents and warrants that (a) it will perform the services in a professional and workmanlike manner, and (b) it will only use and the Educational Records in accordance with the terms of this Agreement.

Except as expressly set forth in the agreement, the services, reports, and anything provided in connection with this agreement are provided “as-is”, without any warranties of any kind. The University hereby disclaims all warranties, express or implied, relating to the subject matter hereunder, including without limitation all implied warranties of merchantability, fitness for a particular purpose title and non-infringement.

Accepted and agreed to: Anaheim Union High School District	
Signed:	
Printed:	**Dr. Jaron Fried**
Title:	**Assistant Superintendent, Ed. Division**
Date:	**7/21/23**

Accepted and agreed to: University of California	
Signed:	DocuSigned by: Richard L. Greene FB2E06D7C2F0467...
Printed:	Richard Greene
Title:	Local Procurement Manager
Date:	1/9/2023

The Family Educational Rights and Privacy Act (FERPA)

This Statement of Rights and Responsibilities derives from and is intended to be consistent with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), as well as California Education Code Section 49062 et seq. FERPA is a federal law that protects the privacy of student education records. FERPA applies to all K-12 schools and institutions of higher education that receive funds under an applicable program of the U.S. Department of Education. The California Education Code applies to K-12 schools in California, and similarly protects the privacy of student education records.

FERPA Part 99.31 allows schools to share data collected for this service provided by the University, without prior consent, when the following conditions apply:

> (6)(i) The disclosure is to organizations conducting studies for, or on behalf of, educational agencies or institutions to:
> (A) Develop, validate, or administer predictive tests;
> (B) Administer student aid programs; or
> (C) Improve instruction.

The California Education Code permits disclosures for research purposes under the same circumstances. (California Education Code Section 49076 (a)(2)(E)).

Terms of Service Agreement

1. **Acknowledgement and consent**
   As the representative authorized to procure services for your educational institution(s), you are agreeing to receive no less than two calendar years of services as described by the University of California in the Statement of Work ("SOW"), a separate document signed by the authorized party for the school and the University. The date of services shall be marked by either a signed document or electronic request and acknowledgement for services. By acknowledging your approved request to receive services, you are aware that the University accepts the personal demographic, academic, and identifiable data necessary to conduct the evaluation by the University of California's Transcript Evaluation Service ("TES")[1]. The University evaluates data as a service for participating public schools within California to determine student progress toward meeting the minimum admission requirements of California's public systems of higher education. Schools are permitted to use data provided by the University to institute and assess new and innovative practices to ensure more students are on track to satisfy the "a-g" requirements. The data from TES are used to provide schools and districts with support from University programs, research and public service mission– focused partners.

2. **The purpose of TES data collection, evaluation and outcomes reports** University access to records of research is critical for policy analysis and oversight purposes. Examples of how the University may use such records include, but are not

[1] See the list of data collected for the TES evaluation system for each data system and manual upload tool.

limited to, responding to audits, establishing that past use of University or research sponsor funds was appropriate, responding to government demands or subpoenas, defending research findings, and facilitating research misconduct proceedings. .

The collection and generation of data and tangible research materials are integral parts of any research project. Accurate and appropriately recorded research data, and the creation and retention of tangible research materials, enable scholars to report, replicate and refute research findings, which ultimately advances the research enterprise. As per this document, the evaluation results produced through TES are defined as research data, and the outputs of the service, including reports or other tangible items, including the outcomes of such data, are considered research data and materials. At the subscriber's request, the University is prepared to furnish the basic guidelines taken to ensure that Research Data, as defined below, are appropriately documented, maintained, retained for a reasonable time and accessible to the University for review and use.

a. "Research Data" are recorded information reflecting original observations and methods related to a research study, and documentation of such data needed to reconstruct and evaluate reported results of the study, regardless of the form or medium on which it may be recorded, that is produced: (i) within a University researcher's course and scope of employment; (ii) using University research facilities or other research resources; or (iii) using funds provided by or through the University. Such data include, but are not limited to, computer software, databases and data of a scientific or technical nature, such as laboratory notebooks, field notes, electronic storage media, and printouts. Research Data also include Tangible Research Material, as defined below. Research Data do not include administrative records incidental to award administration such as financial records, contract and grant records, etc. While such administrative records generated by University researchers are not included in the definition of Research Data under these Guidelines, they are the property of the University and may be subject to terms and conditions of individual sponsored projects, federal and state regulations, and University retention and disposition requirements.[2]

b. "Tangible Research Material" is a tangible item produced or collected in the course of research: (i) within a University researcher's course and scope of employment; (ii) using University research facilities or other research resources; or (iii) using funds provided by or through the University.

c. The University may use data collected from schools to populate the admissions application for the University and its public higher education segment partners, the California State University and California Community Colleges.[3] Students will

[2] Other research data may be obtained through material transfer agreements, license agreements or other means. Such other research data that are not produced or collected by the University may be subject to third-party provider obligations, and should be handled in accordance with contractual commitments.

[3] Select the application name for the URL to access list of data elements: applyUC, CSUMentor, and CCC apply.

have the option to opt in to this automatic population process prior to their data being populated into their in-process application.

3. Data Retention

As a research agent of the state, the University retains information collected and TES outcomes to support research and evaluation to identify trends in student academic performance. Both the University and other local education agencies have responsibilities concerning access to, use of and maintenance of student data used as research data and research materials. These obligations are not new and are not unique to the University; they arise from express provisions in awards and agreements with federal and other research sponsors, overarching regulatory requirements relating to funded research and fundamental precepts of research integrity.

In general, principal investigators should retain all Research Data for as long as possible, but not less than a minimum of six years after final reporting, publication, completion or abandonment of the project, unless a longer retention period is indicated by the funding source or other relevant agreement.[4]

4. Ownership and Use of Research Data

Research Data are the property of University of California Office of the President.[5] Any research principal investigator, or authorized entity in contract with the University to conduct such research or programs, shall retain original Research Data on behalf of the University. The principal investigator is responsible for ensuring that Research Data, whether generated by the principal investigator or the principal investigator's research team, are recorded, stored and used in accordance with the generally accepted standards of his or her respective discipline and any requirements of applicable federal or state law or regulations, University policies and guidelines, and University contractual commitments.[6] The principal investigator should consult the appropriate campus or University administrative office regarding the use and stewardship of Research Data that may be subject to applicable export control regulations, laws and regulations protecting the rights and privacy of human subjects, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or other applicable laws and regulations.

Data in its raw form, prior to being uploaded into the University's TES file loader or having been queried or altered by the University's systems or intellectual property, are the property of the school or district, as defined by their local policies. Once data has been accepted into a TES file transfer format and verified for submission to evaluate the

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[4] Contract and Grant Manual, Chapter 17-310: Records Disposition Schedules for Contract and Grant Documents; Administrative Records Relating to Research: Retention Requirements (last updated June 2010).

[5] University of California Regulation No. 4 (APM-020) provides that original records of the research are the property of the University. ("Original records" may include tangible records of research, such as biological materials, chemical compounds, plants, etc.). California Labor Code § 2860 provides that everything that an employee acquires by virtue of his/her employment (except compensation) belongs to the employer whether acquired during or after the term of employment.

[6] Contract and Grant Manual, Chapter 10-330: Principal Investigators.

file and its data contents, such data will become the property of the University and will be subject to the following conditions:

a. The user will use the student TES evaluation results, provided by the University, only to support and conduct administrative activities, academic advising and counseling, and other intervention strategies intended to improve student progress toward satisfying minimum admission requirements for the California State University (CSU) and University of California systems of higher education.
b. The data derived from the TES evaluations shall not be used for any purposes that generate revenue from the user or any other party without the express written consent of the University of California.

5. Data Sharing

The University of California supports the sharing of Research Data to advance public knowledge. In the interest of advancing knowledge, the University expects principal investigators to release and share final Research Data, particularly that which is described in a publication, for use by other investigators and researchers in a timely manner, consistent with the practices of the discipline involved. Further, such release and sharing shall be in accordance with existing University policies and guidelines, including those related to intellectual property, sponsor requirements, and applicable laws and regulations, such as laws relating to protecting the rights and privacy of human subjects. The National Institutes of Health policies on data sharing and sharing of biomedical research resources (http://grants.nih.gov/grants/policy/data_sharing/) and the National Science Foundation *Policy on Dissemination and Sharing of Research Results* (http://www.nsf.gov/bfa/dias/policy/dmp.jsp) are models that investigators may find useful when planning for the sharing of Research Data. In all instances, principal investigators should consult relevant award and/or agreement terms to determine whether Research Data are subject to any special handling, use or restriction terms.

6. Subscriber Responsibilities and Rights

By subscribing to this service and providing authorized access to your designee and those further provided access based on your or designees' discretion, you agree to hold the data in strict confidence. The user agrees NOT to release data to any other unauthorized person or organization.

The user shall retain data furnished by the school/district and the University in a place physically secure from access by unauthorized persons. Data in electronic format – including, but not limited to, hard drives, CDs or diskettes – shall be stored and processed in such a way that unauthorized persons cannot retrieve the data by means of computer, remote terminal or other means. The user agrees that any computer on which the data reside will be password-protected at all times.

No individual, school and/or district shall be identifiable in any reports, publications or other documents that are created by the user with the use of the data, unless at the specific request of the individual(s) authorized to make a request of this report, which must accompany a signed and notarized letter acknowledging such a request. Results for groups of individuals, schools and/or districts will only be reported when the number (i.e., the "cell size") is ten (10) or greater and in such a manner that results for groups of less than ten (10) cannot be easily calculated from other reported data.

The user shall adhere to all federal, state and local statutes, regulations and other requirements pertaining to the security, confidentiality and privacy of data including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

7. University Responsibility and Rights

a. The Parties intend for the Agreement to be compliant with FERPA and California Education Code without parent consent;
b. All pupil identifiable information contained in the records shared with the University of California will be kept confidential and will be used for the purpose of improving the District's programs, instruction and academic advising;
c. Anyone who is provided with access to personally identifiable student education records will be advised of the confidentiality requirements and limitations of use of this Agreement and agree to abide by them;
d. All student education records and pupil identifiable information contained in those records remain the sole property of the District;
e. All algorithms, programs, and software used in the TES program, as well as research or analytical materials created by the University, remain the property of the University of California.
At the conclusion of the Agreement or at the District's request, all personally identifiable student education records shared under this Agreement shall be destroyed or returned to the District.

8. Fees and Payment

Certain services carry subscription fees ("Subscription Fees"). Subscription Fees will be due on an annual basis (the "Subscription Term"). Before the beginning of each Subscription Term during the term of this Agreement, the University will invoice you (or, if you've provided a credit card number through Account Administration, will bill that credit card) for the applicable Subscription Fees due for the following Subscription Term. Invoices for Subscription Fees must be paid by the beginning of the Subscription Term or within thirty (30) days after your receipt thereof, whichever is later. Any special arrangements regarding payment will be reflected in a Statement of Work or similar document.

Unless otherwise agreed by you and the University in writing, all fees are non- refundable, including without limitation if this Agreement terminates prior to the end of a Subscription Term for which you have pre-paid Subscription Fees. All amounts due hereunder shall be paid in United States dollars within the United States. Conversion of foreign currency to United States dollars shall be made at the conversion rate existing in the United States (as reported in the Wall Street Journal) on the first working day of the calendar month during which the applicable payment is due.

If the payment information you have provided is incorrect or incomplete, or if you are late paying any invoice or the University is otherwise unable to complete a transaction or collect timely payment due to your error or omission, any payment due hereunder that is so delayed shall bear interest at the rate of one percent (1%) per month or the highest rate allowed by applicable law, whichever is less.

9. Term and Termination; Suspension

This Agreement shall remain in full force and effect so long as you use the service in strict accordance with the terms, conditions and limitations of this Agreement. Either party may terminate this Agreement for any reason or for no reason upon written notice to the other party (email is sufficient). The University may suspend your access to the services and the performance of any services at any time and without notice if the University reasonably believes in its sole discretion that you have breached any of the terms of this Agreement. If the University terminates this Agreement (except in the event of a breach of the Agreement by you), we will refund to you a prorated portion of your fees based on the date of termination.

Upon termination of this Agreement, your right to use and/or access the services directly related to TES shall terminate, and the University will cease performance of any of these services. The following provisions shall survive termination of this Agreement: Notwithstanding the foregoing, after termination of this Agreement, you may continue to use TES reports that you have downloaded prior to the effective date of termination, solely in accordance with all restrictions herein.

10. Warranties; Warranty Disclaimer

The Family Educational Rights and Privacy Act ("FERPA") and California Education Code Section 49076(a)(1)(A) both generally require that schools get prior written consent from a parent or guardian of a minor student before disclosing any educational records regarding such student ("Educational Records") to third parties. However, education records can be shared with school officials who have a legitimate educational interest. If you are a School, you hereby agree to designate the University (including its employees, contractors and agents) as an "other school official," under FERPA and/or the California Education Code, who has a "legitimate educational interest" in using and accessing such Educational Records. Further, you hereby represent and warrant that (a) you have obtained all consents necessary in connection with disclosing any Educational Records directly or indirectly to the University, Users or otherwise in connection with the Services, and (b) your disclosures described in (a) are not and will not be a violation of FERPA.

The University hereby represents and warrants that (a) it will perform the services in a professional and workmanlike manner, and (b) it will use the Educational Records only in accordance with the terms of this Agreement.

Except as expressly set forth in the agreement, the services, reports and anything provided in connection with this agreement are provided "as-is," without any warranties of any kind. The University hereby disclaims all warranties, express or implied, relating to the subject matter hereunder, including without limitation all implied warranties of merchantability, fitness for a particular purpose title and non-infringement.

11. Limitation of Liability

IN NO EVENT WILL THE UNIVERSITY (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE FOR

a. ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE

OF THE SERVICES, PERFORMANCE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT,

b. THE DELAY OR INABILITY TO USETHE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OR CORRUPTION OF DATA, ERROR OR OMISSION IN THE SERVICES, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, AND

c. ANY MATTER BEYOND ITS OR THEIR REASONABLE CONTROL, AND ITS OBLIGATIONS HEREUNDER SHALL BE LIMITED TO THE EXERCISE OF COMMERCIALLY REASONABLE EFFORTS; IN EACH CASE,WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

1111 Franklin Street, 9th floor Oakland, CA 94607

Signature Page

This MEMORANDUM OF UNDERSTANDING shall be in effect as of the date first written above, and shall remain in effect for two (2) full calendar years from July 1st, 2023 through June 30th, 2025 or until terminated in writing by either party. However, the obligations of confidentiality set forth herein will continue beyond termination.

AGREED: **Anaheim Union High School District**

Signature

Dr. Jaron Fried

Printed Name

Assistant Superintendent, Ed. Division

Title

7/21/23

Date

AGREED: **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

DocuSigned by:
Richard L. Greene
FB2E06D7C2F0467...

Signature

Richard Greene

Printed Name

Local Procurement Manager

Title

1/9/2023

Date

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT
(NO FEE)

This Independent Contractor Services Agreement ("Agreement") is made as of the 20th day of July, 2023, between the Anaheim Union High School District ("District") and YWCA of Orange County ("Contractor") (each a party, collectively, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. **Term**. The term for services pursuant to this Agreement is from July 21st, 2023 through June 30th, 2026.

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

X Signed Agreement
X Insurance Certificate(s) and Endorsements (Section 10)
X Criminal Background Investigation Certification(s) (Section 16)

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

5. **Independent Contractor**. Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided

employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.

6. **Materials**. Contractor shall furnish, at Contractor's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

7. **Standard of Care**. Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Contractor's profession for services to California school districts. District will not control or direct performance of the work under the Agreement or in fact.

8. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.

9. **Indemnification**. To the furthest extent permitted by California law, Contractor shall, at Contractor's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

10. **Insurance**.

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

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

10.1.2 Is this Contractor interacting with students? Yes ☒ No ☐ For interaction with students, Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion

pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, Contractor must provide proof of Endorsement. Such coverage shall be in an amount of not less than $1,000,000 per occurrence; $2,000,000 general aggregate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

11. Compliance With Laws, Rules, and Regulations. Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

12. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. Employment With Another Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.

17. Assignment/Subcontract. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. **Termination**. District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Jaron Fried, Ed.D
Copy: Scott Reindl
501 N. Crescent Way
Anaheim, CA 92801
Phone:714-999-3511
Email:fried_j@auhsd.us

Contractor
YWCA of Orange County
Attn: Rosamaria Gomez-Amaro
215 E. Commonwealth Ave, Ste D
Fullerton, CA 92832
Phone: 714-262-9007
Email: rgomezamaro@ymail.com

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

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **Governing Law**. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

26. Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

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

Anaheim Union High School District

Date: 7/21/23

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

YWCA of Orange County

Date: 6/12/2023

By: Rosamaria Gomez-Amaro

Print Name: Rosamaria Gomez_Amaro

Title: YWCA Vice President & Interim Director YES

eliminating racism
empowering women
ywca
orange countv

Exhibit A – YWCA & AUHSD Roles and Responsibilities

Roles and Responsibilities

YWCA OC's Youth Employment Services (YES) programs provide pre-employment counseling and career training navigation for youth 13-22 years of age and older.

YWCA OC/YES program services offered to AUHSD students at school sites may include at no cost to AUHSD or their students:

- Job navigation and job search skills both on-line and in-person
- Individual assistance in resume development, job board searches, application completion, interviewing skills, and practice interviews.
- Career opportunity training and workshops focusing on financial management, staying safe on-line when searching for jobs, employment-oriented digital training and soft skills.
- Presentation of Employment Readiness Workshops
- Participation at school information activities
- Free admission to YES: Dress for Success Workshop & Fashion Show
- After school homework help and "How to" sessions on college and financial aid applications.
- Activity workshops on seif-esteem/pride, intentional behavior, yoga and mindfulness, and personal safety training

Anaheim Union High School District will provide the YWCA OC/YES program with:

- Access to the AUHSD students
- Use of facilities including meeting rooms, tables, chairs, furniture and parking for YWCA OC/YES staff
- Access to WiFi

- Permission to promote services on campus bulletin boards, other approved posting sites and where applicable periodic announcement of on-site services on school Closed Circuit TV, Audio announcements
- Limited meaning as legally provided for permission to photograph and post photos of YWCA OC/YES and AUHSD special activities in YWCA OC/YES social media.

school climate health & learning
CALIFORNIA SURVEY SYSTEM

MEMORANDUM OF UNDERSTANDING · 2023/24 SCHOOL YEAR

DISTRICT NAME: ANAHEIM UNION HIGH SCHOOL DISTRICT (AUHSD)

This agreement outlines conditions to be met by the above-named district (the "District") and WestEd as they relate to access to and the administration of the California Healthy Kids Survey (CHKS), the California School Staff Survey (CSSS), and the California School Parent Survey (CSPS), which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education (CDE). **Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.**

I. DISTRICT AGREES TO:

- **Coordination.** Provide one district–level contact person for each participating district.
- **Surveys.** Administer each CalSCHLS survey selected by District (CHKS, CSSS, and/or CSPS) according to the procedures in the CalSCHLS Administration Instructions. Ensure that each survey administered is the most recent version.
- **Data Submission and Report Preparation.** Notify CalSCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.

CALIFORNIA HEALTHY KIDS SURVEY (CHKS) ADMINISTRATION

- **Grades and Schools.** Survey Grades 3 through 12 as appropriate within the District. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with Grade 7 and above.
    - Follow written school board policy for active and/or passive consent and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers/proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.

CALIFORNIA SCHOOL STAFF SURVEY (CSSS) ADMINISTRATION

- Ensure that all staff at participating schools have the opportunity to complete the online survey (CSSS) at each school and for each grade level.

CALIFORNIA SCHOOL PARENT SURVEY (CSPS) ADMINISTRATION

- Coordinate with CalSCHLS staff regarding the administration of online and paper parent survey materials.
- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one survey per school regardless of number of children enrolled in that school.

PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. See attached fee schedule for the 2023-2024 school year.

II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument for paper administration.
- Access to the CalSCHLS System website (calschls.org).
- Access to the integrated CalSCHLS Administration Instructions on each of the survey websites, which shall cover the tasks that need to be performed in conducting the surveys, and provide step-by-step instructions to District staff with responsibility for coordinating the survey.
- Access to the CalSCHLS Administration PowerPoint presentation, which shall be posted on the CalSCHLS website.
- Monthly editions of the School Climate Connection Newsletter during the school year.
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

III. ACCESS

Under the Public Records Act, any third-party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

CalSCHLS Regional Center staff post District CalSCHLS reports (CHKS and CSSS) to the CalSCHLS System websites in November of the year following survey administration.

IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPS), understand that data will be subject to the conditions stated above. Once produced, district-level reports will be available to outside agencies via the website or upon request, and raw data may be provided to public and research agencies for analysis under

strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all CalSCHLS materials to WestEd or CDE.

V. GENERAL TERMS AND CONDITIONS

a. Terms. This MOU is effective on September 1, 2023 and expires on June 30, 2024.

b. Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.

c. Severability. The provisions of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provision hereof.

d. Limitation of Liability. Each party shall bear all costs, risk, and liabilities incurred by it arising out if its obligations and efforts under this MOU. Neither party shall have any right to reimbursement, payment or compensation of any kind from the other party, unless expressly agreed to in writing.

e. Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees 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 MOU 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 resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

   WestEd shall defend, indemnify, and hold District, its officers, agents, and employees 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 MOU 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 resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

f. Dispute resolution. District and WestEd shall exercise commercially reasonable efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The parties shall discuss any Dispute no later than thirty (30) days after either party gives written notice to the other party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.

g. Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.

h. Execution. This MOU has been negotiated by all parties and shall not be strictly construed against the parties. This MOU may be executed in one or more original, electronic, or faxed counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

school climate health & learning
CALIFORNIA SURVEY SYSTEM

California Survey Administration Fees 2023-2024

All Fees Based on CDE Subsidized Rate

Questions? Call our toll-free CalSCHLS Helpline at 562.799.5164

Password Protected Data Dashboard – *$75 per eligible school*

Districts may purchase a two-year subscription to a password-protected, private data dashboard that displays up to ten years of CalSCHLS data at the district-level and individual school level at the subsidized rate of $75 per eligible school.

	CHKS Student	CSSS Staff	CSPS Parent
Survey Set-up Fee – *per survey type*	$150	$150*	$150
Enrollment Fee – *per student enrolled*	$0.40		
Paper Processing Fee –*per parent paper copy returned for processing*			$0.40
Supplementary Modules – *each supplemental module*	$100	$100	$100
School Reports – *per school; includes School Climate Report Card and Mental Health Report; CHKS elementary and CHKS secondary are separate fees*	$75	$75	$75
District Raw Data – *per data set*	$75	$75	$75
County-Wide Raw Data – *per data set*	$500	$500	$500
County-Wide Report – *per report*	$500	$500	

** If you are a district surveying less than 100 students, the CSSS Survey Set-up Fee will be waived.*

Custom Services

Custom Modules – *$200 development fee for every three questions or fraction thereof; $100 subsequent use of same module (with no changes)*

Custom Workshops – *$125 per hour (preparation, travel, and presentation time), plus travel expenses*

Other Custom Requests – *$100 per hour*

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

District Representative:

Signature

Dr. Jaron Fried

Printed name

7/21/23

Date

WestEd Staff:

Signature

Printed name

Date

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2023-2024

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2023-2024

CONTRACT NUMBER: _____

LEA: _____

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this _____ day of _____, 2023, between the _____District (hereinafter referred to as "District" or local educational agency "LEA") and _____ (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special

education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2024 (Title 5 California Code of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c)). No Master Contract will be offered unless and until all of the contracting

requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2024.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety (90) calendar day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education, including its officers, agents, and employees and as identified in Paragraph 1 above.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.

e. The term "license" means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate

that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child; a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726; an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare; a surrogate parent;, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person, or their designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to

record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); notification of injury; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records within five (5) business days following the date of request by parent or LEA, consistent with Education Code sections 49069 and 56504. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, behavior emergency reports (BER), incident reports, notification of injury and all other reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

10. SEVERABILITY CLAUSE

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA in writing within thirty (30) calendar days of any change of ownership or change of corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

$2,000,000 per occurrence
$ 5,000 medical expenses
$1,000,000 personal & advertising injury
$4,000,000 general aggregate

B. **Sexual Abuse or Molestation Liability,** with minimum limits as follows:
$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC
$3,000,000 sexual abuse or molestation per occurrence for NPS
$3,000,000 sexual abuse or molestation per occurrence for NPA

Sexual abuse or molestation limits shall be separate and in addition to the limits required in sections A, C and E.

If policies are provided on a claims-made basis, an extended reporting period coverage for claims made within five years after termination of this Agreement is required.

The definition of abuse shall include, but not be limited to, physical abuse, such as sexual or other bodily harm, and non-physical abuse, such as verbal, emotional or mental abuse, any actual, threatened or alleged act, and errors, omissions, or misconduct related to abuse.

C. **Auto Liability Insurance.** To the extent vehicles, other than buses, are used to transport students, such vehicles shall have liability coverage of not less than $1,000,000 million per occurrence combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements and maintain liability coverage with minimum limits of $1,000,000 combined single limit per occurrence.

If CONTRACTOR uses a bus to transport students, minimum limits of liability shall be $10,000,000 combined single limit per occurrence.

D. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits
Part B - $1,000,000/$1,000,000/$1,000,000 Employers Liability

E. **Errors & Omissions (E & O)/Malpractice (Professional Liability**) coverage with the following limits:

$2,000,000 per occurrence or, if claims-made, per claim
$4,000,000 general aggregate

If provided on a claims-made basis, this Professional Liability policy shall provide extended reporting period coverage for claims made within three years after termination of this Agreement.

F. **Cyber Liability Insurance** coverage with not less than the following limits:
$1,000,000 per occurrence or claim
$2,000,000 aggregate

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

G. The minimum insurance limit requirements may be satisfied with a combination of primary and excess insurance, to satisfy the minimum insurance requirements of the Master Contract. Acceptable excess policies should be either Excess Following Form (i.e., subject to all of the terms and conditions of the policy beneath it) or Umbrella Liability coverage limits that satisfy the minimum limits expressed above in A, B, E and F.

H. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements

evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision.

I. The Commercial General Liability, Automobile Liability, Cyber Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

J. The Workers' compensation coverage shall include WAIVER OF SUBROGATION endorsements which provide that the insurer or self-insurer shall waive its right of subrogation against the LEA, District's Board of Education, and its officers, directors, employees, volunteers, and agents with respect to any losses paid under the terms of the policies.

K. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.

L. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it. Coverage for all liability coverage parts shall include defense and expense costs outside of the coverage limits.

M. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

N. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

O. CONTRACTOR shall require that all subcontractors meet the requirements of this Section and the indemnification Section of this Agreement unless otherwise agreed in writing by the LEA.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

17. INDEPENDENT CONTRACTOR

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that determination. If CONTRACTOR is determined to be a partner, joint venture, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that determination.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any LEA student, CONTRACTOR shall

cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA, upon request, a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042, Government Code section 1090 et seq., including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of race, ethnicity, color, religion, sex, gender, pregnancy, gender identity, sexual orientation, national origin, immigration status, age, disability, or any other classification protected by federal or state law.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school, CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student's IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school.

CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR and parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (CCSS) and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.
When CONTRACTOR serves LEA students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care, pupils who are homeless or former juvenile court school pupils as set forth in Education Code section 51225.1 as well as students eligible for the California Alternate Assessment and diploma of graduation from high school as set forth in Education Code section 51225.31. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements unless otherwise permitted by law.

When CONTRACTOR serves LEA students in grades seven (7) through twelve (12) and issues pupil identification cards to LEA students, such pupil identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number as required by Education Code section 215.5.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing. In the event of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by the IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened

by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information, student discipline and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, forms developed by CDE, approved electronic IEP systems, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations and/or activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC") and the Alternate ELPAC, as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code sections 49005 et seq., 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding

positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; emergency interventions and the prohibitions on the use of restraints and seclusion. CONTRACTOR shall notify the parent/guardian, residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a behavior case manager who is qualified, and responsible for the design, planning and implementation of behavior interventions in accordance with state law. CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within thirty (30) days of any new hire.

CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of such trainings and provide written verification of the trainings annually to LEA and upon request.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

In the event CONTRACTOR places a pupil in seclusion as defined in Education Code section 49005.1, CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion as set forth in Education Code section 49005.8. CONTRACTOR shall also comply with all requirements

of Education Code section 49005 et seq., in the event a restraint or prone containment is used on a pupil. CONTRACTOR shall also comply with the reporting requirements set forth in Education Code section 49006 regarding the reporting of the use of restraints and seclusion of pupils using forms developed by the California Department of Education or as otherwise agreed to by CONTRACTOR and LEA.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in "other means of correction", suspension and/or expulsion of any LEA student, including all statutory offenses described in Education Code sections 48900 and 48915,using forms developed by the California Department of Education or as otherwise mutually agreed by CONTRACTOR and LEA. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.Wrtitten notification shall be provided to the LEA as designated in Exhibit C.

When CONTRACTOR seeks to remove a LEA student from the current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify LEA representatives of the need for an IEP team meeting when a manifestation determination will be considered.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given

to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that the parent or guardian should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including alternative dispute resolution, mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP as well as directing CONTRACTOR staff to be available to obtain information and/or prepare for an investigation or due process hearing.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Special Education Compliance Compliant procedures pursuant to Title 5 of the California Code of Regulations section 3200 et seq.; (2) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (3) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (4) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (5) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8 (a)(d) and 106.9 (a); and (6) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to any LEA student and provide LEA with all documentation

related to the complaint(s) and/or CONTRACTOR's investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special

Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days from the date CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence and whether the student's IEP provides for an assistive technology device for use outside of the school setting. If the student's IEP provides an assistive technology device for use outside of the school setting then the student shall continue to be provided an assistive technology device for use outside the school setting until alternative arrangements are made or until two (2) months have elapsed from the date the student ceased to be enrolled in the LEA, whichever occurs first (Education Code section 56040.3).

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 44 below.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49500 et seq., 49530 et seq., 49550 et seq., and Assembly Bill 130 (2021).

LEA at its sole discretion may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and CONTRACTOR, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to CONTRACTOR before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1, 35021.2 and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, the employee has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and

are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r),3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a nonpublic school, the administrator of the nonpublic school shall hold or currently be in the process of obtaining one of the following: (A)An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities; (B) A pupil personnel services credential that authorizes school counseling or psychology; (C) A license as a clinical social worker issued by the Board of Behavioral Sciences; (D) A license in psychology regulated by the Board of Psychology; (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation; (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator; (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences; (H) A license as an educational psychologist issued by the Board of Behavioral Sciences; or (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS OR PERS RETIREMENT REPORTING

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. Neither LEA nor CONTRACTOR shall have a duty to monitor wages of CalSTRS or PERS retirees to ensure that their earnings are within the limitation prescribed by these or any other retirement system. Neither LEA nor CONTRACTOR shall be liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits. CONTRACTOR agrees to cooperate with LEA should any notices be provided under this provision.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Failure to provide properly qualified personnel to provide services as specified in a LEA student's IEP shall be cause for termination of the Master Contract.

49. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

50. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided outside of a pupil's school or in a pupil's home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. As used in this provision, the term "services" shall not apply to field trips or community based instruction taking place outside of the school. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be

taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders and for securely storing medication. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

CONTRACTOR shall notify LEA in writing, of any pupil-involved incident in which law enforcement was contacted. CONTRACTOR shall provide such written notice no later than one (1) business day after the incident occurred in accordance with Education Code section 56366.1(i).

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30)

calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies

that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30)

calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence. The LEA shall not be responsible for the payment of services when a student is absent.

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422 and 46392 except for physical school closures restricting in-person instruction due to the coronavirus/COVID-19 pandemic:

a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.

b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were

continuing their regular attendance, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTACTOR due to CONTRACTOR'S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted due to the coronavirus/COVID-19 pandemic, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing

CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

(a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provide herein.

CONTRACTOR,	LEA,
Nonpublic School/Agency	
	7/21/23
By: _____ Signature Date	By: _____ Signature Date
Name and Title of Authorized Representative	Dr. Jaron Fried, Assistant Superintendent Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2023-2024 RATES

CONTRACTOR _____ **CONTRACTOR NUMBER** _____ **2023-2024**
(**NONPUBLIC SCHOOL OR AGENCY**) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Specialized Academic Instruction		
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Transportation – Multiple Students		
	e. Public Transportation		
	f. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

(14)	Other _____	_____	_____
(15)	Other _____	_____	_____
(16)	Other _____	_____	_____

*Parent transportation reimbursement rates are to be determined by the LEA.
**By credentialed Special Education Teacher.

EXHIBIT B

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on _____ or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)				**Nonpublic School/Agency**			
Address				**Address**			
City, State Zip				**City, State, Zip**			
LEA Case Manager				**Phone**		**Fax**	
				E-Mail			
Student Last Name		**Student First Name**		**Program Contact Name**			
				Phone		**Fax**	
D.O.B.		**I.D. #**		**E-Mail**			
Grade	**Level**	**Sex**	**( ) M ( ) F**	**Education Schedule – Regular School Year**			
Parent/ Guardian Last Name		**Parent/ Guardian First Name**		**Number of Days**		**Number of Weeks**	
				Education Schedule – Extended School Year			
				Number of Days		**Number of Weeks**	
Address				**Contract Begins**		**Ends**	
City, State, Zip				**Master Contract Approved by the Governing Board on**			
Home Phone		**Business**					

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	**PROVIDER**				**Cost and Duration of Session**	**Number of Sessions per wk/mo/yr**	**Maximum Number of Sessions**		**Estimated Maximum Total Cost for Contracted Period**
	LEA	**NPS**	**NPA**	**OTHER** Specify			**Reg School Year**	**ESY**	
A. BASIC EDUCATION Specialized Academic Instruction									
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
C. Residential Services 1. Board and Care 2. Mental Health Services									
						TOTAL COST			**$**

ESTIMATED MAXIMUM RELATED SERVICES COST $_____

SPECIALIZED EQUIPMENT/SUPPLIES _____ $_____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ _____

4. Other Provisions/Attachments:

_____

_____

5. Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify _____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

_____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-	-LEA-
(Name of Nonpublic School/Agency)	(Name of LEA)
(Signature) (Date)	(Signature) (Date)
(Name and Title)	(Name of Superintendent or Authorized Designee)

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:
   [Insert Name]
   [Insert Title] (i.e. SELPA Director/Special Education Director)
   [Insert Address]
   [Insert Phone/Fax]
   [Insert E-mail]

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:
   [Insert Name]
   [Insert Title] (i.e. Chief Business Official/Director of Fiscal Services)
   [Insert Address]
   [Insert Phone/Fax]
   [Insert E-mail]

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:
   [Insert Name]
   [Insert Title] (i.e. SELPA Director/Special Education Director)
   [Insert Address]
   [Insert Phone/Fax]
   [Insert E-mail]

EXHIBIT D

SUPPLEMENT TO SECTION 62 – LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19 AND COMPLIANCE WITH COVID-19 REQUIREMENTS

LEA and CONTRACTOR agree that in-person instruction shall be conducted in accordance with guidelines issued by the California Department of Education ("CDE"), California Department of Public Health ("CDPH"), Centers for Disease Control and Prevention ("CDC") and Orange County Health Care Agency ("OCHCA").

In the event a LEA student requests that CONTRACTOR provide virtual instruction, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction/virtual instruction as a result of COVID-19 during the 2023-2024 school year, LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR**.

CONTRACTOR acknowledges that it will need to review each LEA students' progress during distance learning as of March 2020 and identify any LEA students who may be in need of make-up sessions for related services and/or academic instruction or some other form of additional supports to ensure LEA students continue to make progress on goals/objectives in accordance with their current IEP. CONTRACTOR and LEA shall work collaboratively to determine the need for make-up sessions or additional service and shall work together to collaborate with families and amend IEP/ISAs as appropriate.

EXHIBIT KKK

Memorandum of Understanding Between

Anaheim Union High School District

And

Tustin Unified School District

2022-2023

It is hereby agreed by and between the Anaheim Union High School District (hereinafter referred to as the "Provider District") and the Tustin Unified School District (hereafter referred to as the "Sending District,") and collectively referred to herein as the "Parties," mutually agree as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. The Provider District operates the Regional and Specialized Programs to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning August 10, 2022, and ending June 30, 2023.

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 2022-2023 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 schoolyear.

9. Definitions

a. "Provider District Programs" are the special education classes and support services operated by Provider District for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by Provider District Programs under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of Provider District Programs.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program less Special Education Program Income divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

10. Funding

In consideration of the enrollment of pupils in special education programs conducted by Provider District, the Sending District and/or Sending District SELPA transferring pupils to the regional programs operated by Provider District agree to pay the Provider District the costs of services based on the schedule attached hereto as Exhibit A.

a. Special Circumstance Assistant (SCA). The Sending District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the Sending District.

11. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A Sending District representative who is authorized by the Sending District's Director of Special Education to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the Sending District or as otherwise agreed to by Provider District and the Sending District. In the event the pupil is hospitalized in a facility located outside of the Sending District, it is the Sending District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from Provider District Program in order for the Sending District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event the Provider District and the Sending District agree that the Provider District will provide in-home or hospital instruction to the pupil, the Provider District shall separately bill the Sending District for such services.

12. Transportation

Sending Districts transporting pupils to a Provider District Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District related to such delays.

13. Due Process and Complaints

Provider District and Sending District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in a Provider District

Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event Provider District is named as the sole LEA in a due process complaint, Provider District and Sending District agree that Sending District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

a. Provider District and Sending District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

14. Quarterly Billing

The Provider District shall bill the Sending District quarterly invoices based on the estimated costs on Exhibit A.

15. Final Accounting

The final invoice will include the appropriate documentation supporting the Provider District expenditures and revenues for the Provider District Program. Final invoice will be sent to the Sending District by October 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, the projected number of pupils expected to be transferred to the Provider District programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by the Provider District for the following school year.

17. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the Unities States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

Provider District:

School District: Anaheim Union High School District

Address: 501 N. Crescent Way

City: Anaheim, CA 92801

Attn:	Amie Maya
Title:	Director, Special Youth Services
Telephone:	714-999-3527
Fax:	714-999-0622

Sending District

School District	Amy Lambert, Ed.D.
Address:	300 South C Street
City:	Tustin, CA 92780
Attn:	
Title:	Assistant Superintendent, Special Education
Telephone:	(714)730-7301 ext 51314
Fax:	

18. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

19. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, Provider District agrees to hold harmless, indemnify and defend the Sending Districtand its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Provider District, the Sending District agrees to hold harmless, indemnify and defend Provider District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

20. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

21. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

22. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

Anaheim Union High School District
Provider District

By: _____
Authorized Agent Signature

Jaron Fried, Assistant Superintendent
Name/Title

7/21/23
Date

Date Approved by Provider
District Board: 7/20/23

Tustin Unified School District
Sender District

By: _____
Authorized Agent Signature

HAROLD Sillins / CFO
Name/Title

6/20/23
Date

Date Approved by Sender
District Board: 6/12/23

cc: SELPA

ANAHEIM UNION HIGH SCHOOL DISTRICT

AMENDMENT TO INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Amendment to Independent Contractor Services Agreement (Amendment) is entered into by New Direction Solutions, LLC dba: ProCare Therapy (Contractor) and the Anaheim Union High School District (District). Contractor and District are hereinafter collectively referred to as the Parties.

WHEREAS, the Parties entered into that certain Independent Contractor Services Agreement (Agreement) ratified by the Board of Trustees on January 19, 2023, whereby Contractor agreed to provide qualified staffing services to the District as set forth in the Agreement; and

WHEREAS, the term of the Agreement was from 12/12/2022 through 5/25/2023, with total compensation payable by the District to Contractor not to exceed $141,400.00; and

WHEREAS, to accommodate, and compensate, costs associated with a necessary additional service provider, the Parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, subject to ratification by the District's Board of Trustees, in consideration of the covenants, agreements, and representations set forth herein, and pursuant to paragraph 22 of the Agreement, the Parties agree as follows:

1. The Parties agree to increase the maximum compensation payable by the District to Contractor in paragraph 4 of the Agreement to an amount not to exceed $200,000.

2. All other terms of the Agreement not altered hereby remain unchanged and in full force and effect.

By signing below, the Parties agree to the terms of this Amendment.

Dated: 06/22/2023

Jena Zander, Director, Contracts and Compliance
New Direction Solutions, LLC dba: ProCare Therapy

Dated: 7/21/23

Jaron Fried, Ed.D.
Assistant Superintendent, Educational Services
Anaheim Union High School District

Instructional Materials Submitted for Display
Thursday, July 20, 2023
July 21, 2023-August 10, 2023

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Career Technical Education	Suppl.	Summer Internships Program (#TBD)	11-12	*Street Data*	Corwin
Social Science	Suppl.	Unites States History and Geography (#SS800)	7-8	*Never Caught, The Story of Ona Judge*	Simons & Schuster
World Languages	Suppl.	Spanish for Spanish Speakers 2/Ethnic Studies (#TBD)	10-12	*Ni Aqui, Ni Alli (Spanish)*	Alianza Editorial

SCHEDULE A

STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Regular School Year 2022-2023

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
2223 – 302	3/24/2010	7	7/20/2023	ROSSIER PARK	$10,000

SCHEDULE A

STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Residential School Year 2022-2023

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	RESIDENTIAL SCHOOL	TOTAL CONTRACT COST*
2223 – 297	01/11/2008	9	7/20/2023	OAK GROVE	$25,000
2223 – 301	8/25/2006	11	7/20/2023	MOUNTAIN VALLEY	$35,000

Field Trip Report

Board of Trustees July 20, 2023

1. Cypress High School: Varsity Girls Volleyball (14 female students)
   Adviser/Lead Chaperone: Alexandra Griffiths (female)
   Chaperones: Mary Faro (female), Celeste Manliguis (female) and Corey Manliguis (male)

   To: Kamehameha High School Hawai'i Campus, Keaau, HI
   Dates: August 30, 2023 to September 4, 2023
   Purpose: Labor Day Classic Volleyball Tournament
   Expenses: ASB/Club Fundraisers- registration
   Booster Club- meals, transportation, accommodations
   Parent/Student- meals, transportation, accommodations

   Number of school days missed for this trip: 3
   Number of school days missed previously: 0
   Total number of days missed by this group: 3

2. Cypress High School: Cheer and Song (21 female students)
   Adviser/Lead Chaperone: Sierra Ledesma (female)
   Chaperones: Stacy Burke (female), Kimberly Manzanarez (female), and Jodeen Burton (female)

   To: Westin Rancho Mirage Gold Resort & Spa, Rancho Mirage, CA
   Dates: July 24, 2023 to July 27, 2023
   Purpose: Summer Spirit Camp
   Expenses: Parent/Student- registration, meals, transportation, accommodations

   Number of school days missed for this trip: 0
   Number of school days missed previously: 0
   Total number of days missed by this group: 0

Orange County Department of Education
Educational Services Division

EXHIBIT PPP

Williams Settlement Legislation
Quarterly Report of Uniform Complaints
2022-23

District: Anaheim Union High School District

District Contact: Brad Jackson

Title: Assistant Superintendent, Human Resources

☐	Quarter #1	July 1 – September 30, 2022	**Report due by October 31, 2022**
☐	Quarter #2	October 1 – December 31, 2022	**Report due by January 31, 2023**
☐	Quarter #3	January 1 – March 31, 2023	**Report due by April 28, 2023**
☑	Quarter #4	April 1 – June 30, 2023	**Report due by July 28, 2023**

Check the box that applies:

☑ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Misassignments	0		
Facility Conditions	0		
TOTALS	0		

Name of Superintendent: Michael B. Matsuda

Signature of Superintendent: _____ Date: _____

Please submit to:

Orange County Department of Education
P.O. Box 9050, Costa Mesa, CA 92628-9050
Attention: Alicia Gonzalez, Sr. Administrative Assistant/R101

Phone: (714) 966-4336 Email: aliciagonzalez@ocde.us

EXHIBIT QQQ

CALIFORNIA STATE UNIVERSITY, FULLERTON

COMMUNICATIVE DISORDERS PROGRAM AGREEMENT IN A SCHOOL SETTING

This Agreement is entered into by and between the State of California acting through the Trustees of the California State University on behalf of **California State University, Fullerton**, hereinafter referred to as "University", and **Anaheim Union High School District** hereinafter referred to as "District". The parties may be referred to collectively as the "Parties" and singularly as a "Party."

A. The Trustees have approved a Communicative Disorders Program ("Program") for the University and such program requires clinical speech-language pathology, diagnostic audiology, and aural rehabilitation practicum experiences, and the use of clinical facilities.

B. It is to the mutual benefit of the Parties hereto that students of the University's Program use the various facilities of the District for their speech-language pathology, diagnostic audiology and aural rehabilitation practicum experience.

C. Any such agreement may provide for an honorarium of an amount not to exceed $100 per semester for services rendered by a District employee, herein referred to as a "Master Clinician," who is assigned to supervise a University student. Such honorarium shall be payable to District.

D. District acknowledges a willingness to participate in the clinical training of graduate students in the Program through supervision and other training activities on the premises of the District.

THE PARTIES AGREE AS FOLLOWS:

I. GENERAL REQUIREMENTS, DISTRICT:

1. Shall permit each student who is designated by the University, pursuant to Paragraph II - 2 below, to receive clinical practicum experience at a school or location within the District and shall provide University's Instructors, referred to herein as a "School Practicum Coordinator," and students access to appropriate facilities for such speech-language pathology, diagnostic audiology, and aural rehabilitation practicum experience.

2. Shall exercise the right, only after consultation with the University, to refuse to accept for further participation on the Program any of the University's students who, in the judgement of the District, is not participating satisfactorily in said Program. District shall also provide documentation of its reasons for such refusal to the University in a timely fashion.

3. Shall notify the University's School Practicum Coordinator, in advance, of any relevant changes in District's staff appointments.

4. Shall require the Master Clinician to provide a progress evaluation to the student and, in cooperation with the School Practicum Coordinator, a summative evaluation at the end of each semester.

5. Shall provide emergency first aid for any student who becomes sick or injured in the course of said student's participation in the Program at the District. Any fees incurred and documented by District for the provision of such first aid shall be the responsibility of the student, not the University.

6. Shall provide supervision according to the standards set forth by the Council for Clinical Certification in Audiology and Speech-Language Pathology (CFCC) and the Council on Academic Accreditation in Audiology and Speech-Language Pathology (CAA) of the American Speech-Language-Hearing Association (ASHA), and the California Board of Medical QualityAssurance including the following:

   a. All supervision is provided by speech-language pathologists or audiologists who hold the Certificate of Clinical Competence and the California State License in the appropriate area of specialty.

   b. All supervision is provided by speech-language pathologists or audiologists who have taken Continuing Education Unit's (CEU) involving 2 hours of training in clinical supervision.

   c. Clinical training in speech-language pathology is supervised by a speech-language pathologist.

   d. Clinical training in diagnostic audiology is supervised by an audiologist.

   e. Clinical training in aural rehabilitation is supervised by either a speech-language pathologist or an audiologist.

   f. Supervision meets the standards put forward by the CFCC of the ASHA in Standard IV-E, which states,

      "Supervision must be provided by individuals who hold the Certificate of Clinical Competence ("CCC") in the appropriate area of practice. The amount of supervision must be appropriate to the student's level of knowledge, experience, and competence. Supervision must be sufficient to ensure the welfare of the client/patient. Direct supervision must be in real time and must never be less than 25% of the student's total contact with each client/patient and must take place periodically throughout the practicum. These are minimum requirements that should be adjusted upward if the student's level of knowledge, experience, and competence warrants. A supervisor must be available to consult as appropriate for the client's/patient's disorder with a student providing clinical services as part of the student's clinical education. Supervision of clinical practicum must include direct observation, guidance, and feedback to permit the student to monitor, evaluate, and improve performance and to develop clinical competence. All observation and clinical practicum hours used to meet Standard IV-C must be supervised by individuals who hold a current CCC in the professional area in which the observation and practicum hours are being obtained. Only the supervisor who actually observes the student in a clinical session is permitted to verify the credit given to the student for the clinical practicum hours."

g. Supervised experiences are defined as clinical services, to include but not be limited to: assessment, diagnosis, evaluation, screening, treatment, report writing, family and client consulting, and counseling related to the management of populations that fit within the scope of practice relevant to the areas of audiology or speech-language pathology.

h. Major decisions made by student clinicians regarding evaluation and treatment of a client are implemented or communicated to the client only after approval by the Master Clinician holding the appropriate clinical certification.

i. ASHA membership numbers and California License numbers of a speech-language pathologist or audiologist who supervises University students will be provided to the School Practicum Coordinator along with documentation of CEU′s of training in clinical supervision.

7. Shall require that a person holding a CCC in speech-language pathology be available for consultation at all times when a student is providing clinical services.

8. Shall require the Master Clinician to meet with the appropriate University faculty member(s) upon request to plan, coordinate, and evaluate the clinical training program of each student who is supervised at the District.

9. Shall maintain complete records of student performance and submit University-supplied evaluation reports of student performance to the University upon request.

10. Shall document clock hours earned by student clinicians, which correlates only to that portion of time spent in direct provision of services to a client or the client's family.

II. GENERAL REQUIREMENTS, UNIVERSITY:

1. Shall provide ongoing consultation regarding students who are supervised at the District. This consultation includes, but is not limited to, at least one visit to the District during any semester during which a University student is being supervised at the District. In exceptional circumstances, the consultation can occur using videoconferencing.

2. Shall designate the students to be assigned to speech-language pathology, diagnostic audiology, and/or aural rehabilitation practicum experience at the District, in such numbers as are mutually agreed to by both Parties.

3. Shall maintain all academic records of students participating in said programs following the California State University records/information retention and disposition schedule.

4. Shall inform students of District's requirements for immunizations and tests. Also, University shall inform students of the need to comply with District's policies and procedures regarding blood-borne pathogens, including but not limited to, universal precautions.

5. Shall inform students of the requirement to conform to all applicable District policies, procedures, and regulations, in addition to all requirements and restrictions specified jointly by representatives of the University and the District.

6. Shall require the School Practicum Coordinator to notify the District's representative(s) in advance of:
   a. Placement of students in clinical assignments in schools; and/or
   b. Changes in clinical assignments in schools.

7. Shall, in consultation and coordination with the Master Clinician, plan for speech-language pathology, diagnostic audiology, and aural rehabilitation experience to be provided to students under this Agreement.

8. Shall, in consultation and coordination with the Master Clinician, arrange for periodic conferences between appropriate representatives of the University and the District to evaluate the speech-language pathology practicum experience program provided under this Agreement.

9. Shall provide for orientation of students and Master Clinicians assigned by District.

10. Shall provide and be responsible for the care and control of the University's educational supplies, materials, and equipment used for instruction in this program.

11. If required, provide criminal background clearance for student(s) from the appropriate agency, including fingerprinting where legally sanctioned, and maintain the confidentiality of any results as required by federal or state law.

III. TERM OF AGREEMENT

This Agreement shall remain in full force and effect for a term five (5) years from April 20, 2023 through April 19, 2028, unless otherwise terminated as permitted herein. Either Party may terminate this Agreement upon provision of thirty (30) days' advance written notice by one Party to the other, provided, however, in the event that termination of this Agreement occurs during any active student practicum experience with the District, such student(s) will be permitted to complete their training for any semester in which termination would otherwise occur.

IV. INSURANCE

1. University. The State of California has elected to be self-insured for its general liability, worker's compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

   The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

   Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, University must provide proof of Endorsement. Such coverage shall be in an amount of not less than $1,000,000 per occurrence; $2,000,000 general aggregate

   Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

2. Student Insurance. The California State University Risk Management Authority maintains a Student Professional Liability Insurance Program (SPLIP).

Coverage is provided on a claims-made basis for claims arising from services which are rendered during the policy period and reported to the carrier as soon as practicable, but not later than three (3) years after the policy period.

Coverage includes General, Professional, and Educator's Errors and Omissions Liability. Coverage limits are Two Million ($2,000,000) each loss and Four Million ($4,000,000) aggregate for all covered parties, and not per student.

3. District Insurance. District shall maintain in full force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees, officers, and agents. Coverage under such professional and commercial general liability insurance shall be not less than One Million Dollars ($1,000,000) for each occurrence and Three Million Dollars ($3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A VII or better by AM Best or a qualified program of self-insurance. District shall also maintain and provide evidence of workers' compensation coverage for its employees as required by law. District shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

Each Party has the right to request, and agrees to provide upon request, documentation of such coverage(s), as well as to be named as an additional insured on the policy(s) of the other Party.

4. Both Parties agree that neither Party is to assume, nor shall it assume by this Agreement, liability under any applicable Workers' Compensation Law for, by, or on behalf of any of University's students while said students are on the premises of the District performing any duty under the terms of this Agreement and both Parties agree to indemnify, defend and hold the other Party harmless with respect thereto as provided herein.

5. Both Parties agree to provide an endorsement stating that the other Party and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the insurance policies shall be primary to any insurance or self-insurance maintained by the other Party.

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

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

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

V. INDEMNIFICATION

1. To the furthest extent permitted by California law, University shall, at University's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all

demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and Universities' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the University in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that University proposes to defend the indemnified parties.

2. To the furthest extent permitted by California law, the District shall, at District's sole expense, defend, indemnify, and hold harmless the State of California, the Trustees of the California State University, California State University, Fullerton and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and Districts' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the District in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The University shall have the right to accept or reject any legal representation that District proposes to defend the indemnified parties.

VI. HONORARIUM

District may submit an invoice to University at the conclusion of each semester for an honorarium up to the amount of $100 per student per semester for services completed as required under this Agreement by a Master Clinician. Payment will be issued subsequent to verification of invoice(s) and review of the Master Clinician's evaluation of student, which is also required to be submitted to University by District.

VII. GENERAL PROVISIONS

1. Amendment of Agreement. This Agreement may, at any time, be altered, changed or amended by mutual agreement of the Parties in writing.

2. Prior Agreements. This Agreement represents the complete and full agreement between the Parties with respect to the matters stated herein. Any agreements or promises made which are not reflected in the written terms of this Agreement are and shall be superseded by the terms of this Agreement and shall have no effect on the terms of this Agreement.

3. Non-Discrimination. The Parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of, but not limited to, any the following: Age, Disability, Gender, Genetic Information, Gender Identity or Expression, Nationality, Marital Status, Race or Ethnicity, Religion, Sexual Orientation, and Veteran or Military Status.

4. Entire Agreement. This Agreement is the entire agreement between the Parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

5. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

6. Assignment. Neither Party shall voluntarily or by operation of law assign or otherwise transfer this Agreement without the other Party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

7. Notices. Notices required under this Agreement shall be sent to the Parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

8. Electronic Signatures. The exchange of copies of this Agreement by electronic mail in "portable document format" (".PDF") form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.

9. Current Guidelines Regarding COVID-19. District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, District will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Distrcit becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.

TO UNIVERSITY

California State University, Fullerton
Contracts and Procurement
2600 Nutwood Ave., Suite 300
Fullerton, CA 92831

TO DISTRICT

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

VIII. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the Party on whose behalf their signature is made. This Agreement will not be considered binding until the University's Contracts and Procurement department and Affiliate have both signed below.

CALIFORNIA STATE UNIVERSITY, FULLERTON – CONTRACTS & PROCUREMENT

By: Charles Almanza

Name: Charles Almanza

Title: Buyer II

Date: 6/23/2023

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____

Name: Brad Jackson

Title Assistant Superintendent, HR

Date: _____

CSUDH
CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS

Contract#_____ EXHIBIT RRR

STUDENT TEACHING
AGREEMENT TERM: 2023-2026

THIS AGREEMENT entered into by and between the State of California through the Trustees of the California State University on behalf of the State University, noted below, all of which are hereinafter called State or State University, and the School district, noted below, hereinafter called the District:

WITNESSETH

WHEREAS, the District is authorized to enter into agreements with the State, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the district under this agreement do not exceed the actual cost to the district of the services rendered by the District; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and recognition to services performed for the student teacher in the supervisory teacher's charge;

NOW THEREFORE, it is mutually agreed between the State and the District as follows:

SPECIAL PROVISIONS

PARTIES: **Trustees of the California State University**
California State University, Dominguez Hills
Procurement and Contracts
1000 E. Victoria Street, Carson, CA 90747
(310)243-3799

ANAHEIM UNION HIGH SCHOOL DISTRICT
ATTN: Liliana Carrillo
501 N. CRESCENT WAY
ANAHEIM, CA 92801

TERM: **07/01/2023 TO 06/30/2026. This agreement may be terminated by either party upon 30-day advanced written notice, provided current students in the teaching training program will be allowed to complete their training requirements until said terminated semester.**

The SERVICES to be provided by District to State shall not exceed the Semester Units of Practice Teaching nor the Quarter Units of Practice Teaching, as set forth on the Master Teacher Date Sheet(s).

The State shall pay District for such services at the RATE AND AMOUNT of $16.67 per quarter unit, and $25.00 per semester unit, not to exceed the total payment as set forth on the Master Teacher Data Sheet(s).

GENERAL TERMS

1. The District shall provide to State University students teaching experience through practice teaching in schools and classes of the district not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District, as the District and the State through their duly authorized representatives may agree upon. State University shall confirm that students have completed and passed the TB test and fingerprinting check before starting services.

The District may, for good cause, refuse to accept for practice teaching any student of the State University assigned to practice teaching in the District, and upon request of the District, made for good cause, the State shall terminate the assignment of any student of the State University to practice teaching in the district.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid

life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the school or classes in which the practice teaching is provided.

2. The State will pay the district for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, it is a daily three (3) days a week for eighteen (18) weeks during regular session.

3. An assignment of a student of the State University to practice teaching in schools or classes of the District shall be, at the discretion of the State, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may practice teaching in such school or classes.

Documentation is required to show the student by the State University has received both tuberculosis (TB) and fingerprint clearance before practice teaching.

The assignment of a student of the State University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or the other document given the student by the State University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the State University to practice teaching is terminated by the State University for any reason, the District shall receive payment for assignment for nine (9) weeks only. If a student is assigned by the State University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. Within a reasonable time following the close of each semester or quarter of the State University, the District shall submit an invoice, in duplicate, to the State University Accounts Payable Department for payment, at the rate provided herein, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The District shall attach to the invoice a certificate, in duplicate, executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching and amount no less than the amount of the invoice. The State will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the State.

5. Notwithstanding any other provisions of the agreement, the State shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the special Provisions.

6. The parties agree that District is not to assume nor shall it assume by this agreement any liability under the California Worker's Compensation Insurance and Safety Act for, by or on behalf of any State University students while under the performance of this agreement.

7. The Learning Site and the University agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.

8. District agrees to maintain general liability coverage of at least $1,000,000 per occurrence, $2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII..

9. The University agrees to maintain at all times the following insurance with minimum limits equal to the amount indicated below. General Liability. One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability, or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each location, or the general aggregate limit shall be twice the required occurrence limit. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, Contractor must provide proof of Endorsement. Such coverage shall be in an amount of not less than $1,000,000 per occurrence; $2,000,000 general aggregate.

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

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

An endorsement stating that the District and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional

Liability, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

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

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

STATE OF CALIFORNIA
Trustees of the California State University DOMINGUEZ HILLS

By _____

Aileen Madrid
Procurement and Contracts
1000 E. Victoria Street Carson, CA 90747 310-243-3799

ANAHEIM UNION HIGH SCHOOL DISTRICT

By _____

Name (Please Print): Brad Jackson

Title: Assistant Superintendent, Human Resources

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2022/2023 SALARY SCHEDULE
Effective 7/1/2022 - BOT Approved - 1/19/2023 - Revised - 7/20/23

EXHIBIT SSS

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41	FOOD SERVICE ASSISTANT I	3252.00	3383.00	3524.00	3660.00	3804.00	3961.00	4036.00	4119.00	4202.00	4284.00	Monthly
		18.46	19.19	20.03	20.79	21.61	22.53	22.94	23.41	23.86	24.33	Hourly
48	AUDITORIUM OPERATIONS ASSISTANT CUSTODIAN EVENT/FACILITY ATTENDANT TRANSPORTATION VAN DRIVER	3947.00	4103.00	4252.00	4430.00	4598.00	4787.00	4859.00	4973.00	5067.00	5151.00	Monthly
		22.42	23.32	24.17	25.17	26.14	27.21	27.59	28.25	28.78	29.30	Hourly
49	AGRICULTURAL SPECIALIST ATHLETIC FACILTIES WORKER I FOOD SERVICE ASSISTANT II GROUNDS MAINTENANCE WORKER	3958.00	4118.00	4272.00	4450.00	4631.00	4817.00	4906.00	5011.00	5106.00	5203.00	Monthly
		22.49	23.41	24.27	25.27	26.29	27.39	27.86	28.47	29.02	29.60	Hourly
50	FOOD SERVICE ASSISTANT III SENIOR CUSTODIAN	4115.00	4275.00	4431.00	4611.00	4789.00	4978.00	5067.00	5170.00	5266.00	5365.00	Monthly
		23.37	24.29	25.19	26.19	27.23	28.29	28.78	29.39	29.89	30.48	Hourly
51	FOOD SERVICE ASSISTANT IV FOOD SERVICE PRODUCTION ASST WAREHOUSE WORKER-CENTRAL SERVICES WAREHOUSE WORKER-FOOD SERVICE	4154.00	4316.00	4497.00	4671.00	4861.00	5052.00	5148.00	5263.00	5359.00	5476.00	Monthly
		23.60	24.54	25.53	26.55	27.60	28.71	29.29	29.88	30.47	31.10	Hourly
52	ATHLETIC FACILITIES WORKER II FOOD SERVICE ASSISTANT III-BILING	4184.00	4366.00	4531.00	4699.00	4906.00	5102.00	5202.00	5298.00	5409.00	5521.00	Monthly
		23.76	24.83	25.75	26.71	27.86	28.99	29.59	30.10	30.75	31.38	Hourly
53A		4256.00	4423.00	4608.00	4789.00	4983.00	5178.00	5278.00	5392.00	5494.00	5613.00	Monthly
		24.18	25.15	26.17	27.22	28.30	29.43	30.02	30.62	31.23	31.89	Hourly
53	AUDITORIUM OPERATIONS TECHNICIAN EQUIPMENT OPERATOR MAINTENANCE SERVICE WORKER TECHNOLOGY SERVICES ASSISTANT	4366.00	4533.00	4714.00	4903.00	5104.00	5309.00	5409.00	5521.00	5626.00	5742.00	Monthly
		24.83	25.76	26.79	27.84	29.01	30.15	30.75	31.38	31.98	32.63	Hourly
54		4472.00	4646.00	4834.00	5027.00	5233.00	5440.00	5545.00	5657.00	5769.00	5886.00	Monthly
		25.81	26.82	27.89	29.01	30.19	31.40	31.98	32.63	33.26	33.97	Hourly
55	BUS DRIVER FOOD SERVICES PRODUCTION CENTER LEAD HEAVY EQUIPMENT OPERATOR INVENTORY CONTROL SPECIALIST SR EQUIPMENT OPERATOR SR WAREHOUSE WORKER-CENT WHSE SR WAREHOUSE WORKER-FOOD SERV	4580.00	4761.00	4951.00	5148.00	5357.00	5571.00	5678.00	5794.00	5909.00	6031.00	Monthly
		26.06	27.05	28.13	29.29	30.46	31.65	32.27	32.92	33.58	34.28	Hourly
56		4699.00	4879.00	5076.00	5278.00	5491.00	5709.00	5822.00	5942.00	6060.00	6184.00	Monthly
		27.12	28.16	29.29	30.45	31.68	32.93	33.60	34.28	34.96	35.67	Hourly

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2022/2023 SALARY SCHEDULE
Effective 7/1/2022 - BOT Approved - 1/19/2023 - Revised - 7/20/23

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
57	ATHLETIC FACILITIES TECHNICIAN DRIVER INSTRUCTOR IRRIGATION SYSTEMS TECHNICIAN INTEGRATED PEST MANAGEMENT MAINTENANCE GLAZIER MAINTENANCE PAINTER POOL MAINTENANCE TECHNICIAN TECHNOLOGY SERVICES TECHNICIAN	4816.00	4997.00	5200.00	5406.00	5622.00	5845.00	5968.00	6089.00	6209.00	6332.00	Monthly
		27.39	28.38	29.58	30.74	31.97	33.21	33.90	34.61	35.28	36.01	Hourly
58		4931.00	5125.00	5330.00	5544.00	5764.00	5994.00	6117.00	6240.00	6363.00	6488.00	Monthly
		28.45	29.58	30.75	31.97	33.25	34.58	35.28	36.01	36.72	37.42	Hourly
59	ASSISTANT MECHANIC ELECTRONICS TECHNICIAN EQUIPMENT REPAIR MECHANIC GRAPHIC ARTS TECHNICIAN MAINTENANCE CARPENTER MAINTENANCE FLOOR/PLASTER WORKER MAINTENANCE LOCKSMITH MAINTENANCE PLUMBER OFFSET PRESS OPERATOR SHOP EQUIPMENT REPAIR TECHNICIAN TRANSPORTATION DISPATCHER	5049.00	5252.00	5458.00	5676.00	5905.00	6141.00	6264.00	6391.00	6518.00	6645.00	Monthly
		28.70	29.84	31.01	32.26	33.57	34.89	35.60	36.32	37.05	37.76	Hourly
60	TECHNOLOGY SERVICES TECHNICIAN II	5173.00	5383.00	5593.00	5819.00	6057.00	6293.00	6420.00	6549.00	6680.00	6812.00	Monthly
		29.84	31.05	32.27	33.58	34.94	36.32	37.04	37.78	38.55	39.30	Hourly
61	AUDIO-VISUAL TECHNICIAN INSTRUMENT REPAIR TECHNICIAN MAINTENANCE ELECTRICIAN MAINTENANCE WELDER-FABRICATOR MECHANIC TRANSPORTATION OPERATIONS SPEC	5298.00	5512.00	5729.00	5963.00	6206.00	6444.00	6575.00	6707.00	6840.00	6980.00	Monthly
		30.10	31.34	32.55	33.87	35.26	36.62	37.34	38.11	38.88	39.66	Hourly
62A		5429.00	5649.00	5872.00	6112.00	6360.00	6604.00	6739.00	6875.00	7012.00	7155.00	Monthly
		30.86	32.13	33.35	34.71	36.16	37.55	38.29	39.06	39.84	40.65	Hourly
62		5521.00	5748.00	5977.00	6216.00	6461.00	6724.00	6864.00	7002.00	7149.00	7287.00	Monthly
		31.38	32.65	33.94	35.33	36.72	38.21	39.00	39.78	40.63	41.42	Hourly
63	GRAPHIC PRODUCTION SPECIALIST SR GRAPHIC ARTS TECHNICIAN	5567.00	5784.00	6016.00	6263.00	6512.00	6767.00	6906.00	7043.00	7185.00	7331.00	Monthly
		31.63	32.89	34.21	35.56	36.98	38.46	39.25	40.02	40.83	41.67	Hourly
64	FOOD SERVICE EQUIPMENT TECHNICIAN HVAC ENERGY MAINT CONT SYS TECH	5709.00	5938.00	6174.00	6421.00	6678.00	6943.00	7083.00	7224.00	7369.00	7515.00	Monthly
		32.93	34.25	35.62	37.04	38.52	40.04	40.86	41.69	42.51	43.36	Hourly

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2022/2023 SALARY SCHEDULE
Effective 7/1/2022 - BOT Approved - 1/19/2023 - Revised - 7/20/23

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
67	NETWORK TECHNICIAN	6135.00	6382.00	6633.00	6903.00	7177.00	7463.00	7613.00	7766.00	7917.00	8081.00	Monthly
		34.85	36.26	37.69	39.23	40.78	42.41	43.25	44.13	44.99	45.91	Hourly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus $618 after ten (10) years of service with AUHSD
4% plus $1839 additional after fifteen (15) years of service with AUHSD
7% plus $3,386 additional after twenty (20) years of service with AUHSD
10% plus $4,416 additional after twenty-five (25) years of service with AUHSD
12% plus $4,716 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: $161.00
Custodial Night Shift Differential: $58
Transportation Dispatch Stipend: $323

ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2022/2023 SALARY SCHEDULE
Effective 7/1/22 - BOT Approved 2/16/23 - Revised 7/20/23

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41	CAMPUS SAFETY AIDE (until 6/30/23)	3252.00	3383.00	3524.00	3660.00	3804.00	3961.00	4036.00	4119.00	4202.00	4284.00	Monthly
		18.46	19.20	20.03	20.78	21.62	22.51	22.95	23.39	23.86	24.33	Hourly
43	CAMPUS SAFETY AIDE (effective 7/1/23)	3413.00	3555.00	3702.00	3846.00	3999.00	4166.00	4244.00	4324.00	4413.00	4501.00	Monthly
	INSTR ASSISTANT INSTR ASSISTANT-SPECIALIZED ACADEMIC INSTR OFFICE ASSISTANT PUBLIC INFORMATION ASSISTANT	19.40	20.21	21.03	21.84	22.72	23.66	24.13	24.57	25.08	25.56	Hourly
47	COMPUTER LAB ASSISTANT	3763.00	3917.00	4067.00	4241.00	4405.00	4581.00	4673.00	4766.00	4865.00	4954.00	Monthly
	INSTR ASST - BILINGUAL (SPANISH) INSTR ASST - BILINGUAL (VIETNAMESE) INSTR ASST - BILINGUAL (KOREAN) INSTR ASST - BILINGUAL (ARABIC) INSTR ASST - BILINGUAL (ROMANIAN) INSTR ASST - SPEC ACADEMIC INSTRUCT/BILINGUAL INSTR ASST - STUDENT/PARENT LIAISON/BILINGLUAL OFFICE ASSISTANT/BILINGUAL SCHOOL COMMUNITY LIAISON	21.36	22.26	23.09	24.08	25.03	26.07	26.55	27.06	27.65	28.18	Hourly
49	LEAD CAMPUS SAFETY AIDE	3958.00	4118.00	4272.00	4450.00	4631.00	4817.00	4906.00	5011.00	5106.00	5203.00	Monthly
		22.49	23.39	24.27	25.27	26.30	27.39	27.87	28.48	29.02	29.59	Hourly
51	CHILD WELFARE & ATTENDANCE LIAISON	4154.00	4316.00	4497.00	4671.00	4861.00	5052.00	5148.00	5263.00	5359.00	5476.00	Monthly
	COLLEGE & CAREER READINESS SPECIALIST DISTRICT RECEPTIONIST FACILITIES PLANNING ASSISTANT HEALTH SERVICES TECHNICIAN I INSTR ASST - ADULT TRANSITION INSTR ASST - BEHAVIORAL SUPPORT INSTR ASST - MATHEMATICS INSTR ASST - MEDICALLY FRAGILE/ORTHO IMPAIRED INSTR ASST - SPECIAL ABILITIES INSTR ASST - DEAF/HARD OF HEARING INSTR ASST - VISUALLY IMPAIRED INSTRUCTIONAL MATERIALS TECHNICIAN LANGUAGE TESTING ASSISTANT PUBLICATIONS TECHNICIAN SCHOOL LIBRARY/MEDIA TECHNICIAN SECRETARY - ATTENDANCE SECRETARY - PROGRAM SUPPORT SECRETARY - REGISTRAR/RECORDS SECRETARY - SCHOOL SUPPORT WORKABILITY PLACEMENT ASSISTANT	23.60	24.55	25.54	26.54	27.64	28.72	29.27	29.88	30.46	31.10	Hourly
53	SECRETARY-BILINGUAL/ATTENDANCE	4366.00	4533.00	4714.00	4903.00	5104.00	5309.00	5409.00	5521.00	5626.00	5742.00	Monthly
	SECRETARY-BILINGUAL/PROGRAM SUPPORT SECRETARY-BILINGUAL/REGISTRAR-RECORDS SECRETARY-BILINGUAL/SCHOOL SUPPORT TRANSLATOR	24.81	25.76	26.79	27.86	29.01	30.15	30.75	31.38	31.97	32.64	Hourly

ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2022/2023 SALARY SCHEDULE
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Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
54		4485.00	4673.00	4861.00	5064.00	5265.00	5480.00	5586.00	5706.00	5817.00	5943.00	Monthly
		25.50	26.55	27.64	28.76	29.89	31.11	31.76	32.42	33.07	33.77	Hourly
55	ASB ACCOUNT TECHNICIAN	4580.00	4761.00	4951.00	5148.00	5357.00	5571.00	5678.00	5794.00	5909.00	6031.00	Monthly
	BRAILLE TRANSCRIBER INFORMATION SYSTEMS TECHNICIAN LICENSED VOCATIONAL NURSE	26.06	27.05	28.13	29.27	30.46	31.65	32.27	32.92	33.57	34.27	Hourly
56		4699.00	4879.00	5076.00	5278.00	5491.00	5709.00	5822.00	5942.00	6060.00	6184.00	Monthly
57	ACCOUNTING TECHNICIAN	4816.00	4997.00	5200.00	5406.00	5622.00	5845.00	5968.00	6089.00	6209.00	6332.00	Monthly
	ADMINISTRATIVE ASSISTANT BENEFITS TECHNICIAN BUSINESS TECHNICAN CREDENTIALS TECHNICIAN HUMAN RESOURCES TECHNICIAN PAYROLL TECHNICIAN RISK MANAGEMENT TECHNICIAN SPEECH LANGUAGE PATHOLOGY ASSISTANT	27.37	28.38	29.58	30.74	31.94	33.21	33.90	34.61	35.28	35.99	Hourly
58	ATHLETIC TRAINER (until 12/31/22)	4932.00	5125.00	5330.00	5543.00	5764.00	5994.00	6117.00	6240.00	6363.00	6489.00	Monthly
		28.04	29.12	30.30	31.50	32.76	34.06	34.75	35.47	36.17	36.87	
59	ADMINISTRATIVE ASSISTANT BILINGUAL	5049.00	5252.00	5458.00	5676.00	5905.00	6141.00	6264.00	6391.00	6518.00	6645.00	Monthly
	FAMILY & COMMUNITY ENGAGEMENT SPECIALIST INFORMATION SYSTEMS SPECIALIST I LANGUAGE PROGRAM TECHNICIAN LEGAL ADMINISTRATIVE ASSISTANT SR ACCOUNTING TECHNICIAN SR BUDGET TECHNICIAN SR ADMINISTRATIVE ASSISTANT PROGRAM SUPPORT SR ADMINISTRATIVE ASSISTANT SCHOOL SUPPORT SR ADMINISTRATIVE PROCUREMENT ASSISTANT SR CREDENTIAL TECHNICIAN SR PAYROLL TECHNICIAN WORKABILITY PLACEMENT SPECIALIST	28.70	29.85	31.02	32.26	33.56	34.89	35.60	36.32	37.05	37.76	Hourly
60	SIGN LANGUAGE INTERPRETER	5173.00	5382.00	5593.00	5819.00	6056.00	6292.00	6420.00	6549.00	6679.00	6813.00	Monthly
		29.40	30.59	31.80	33.07	34.41	35.76	36.47	37.23	37.97	38.71	
61	FOOD SERVICE TECHNICIAN	5298.00	5512.00	5729.00	5963.00	6206.00	6444.00	6575.00	6707.00	6840.00	6980.00	Monthly
	SR ADMIN ASST SCHOOL SUPPORT/BILINGUAL SR ADMIN ASST PROGRAM SUPPORT/BILINGUAL	30.10	31.32	32.56	33.87	35.26	36.62	37.35	38.12	38.89	39.66	Hourly
62	ASSESSMENT/EVALUATION TECHNICIAN	5521.00	5748.00	5977.00	6216.00	6461.00	6724.00	6864.00	7002.00	7149.00	7287.00	Monthly
	ATHLETIC TRAINER (eff. 1/1/23) BENEFITS SPECIALIST PARENT INVOLVEMENT SPECIALIST	31.38	32.65	33.94	35.33	36.72	38.21	39.00	39.78	40.63	41.42	Hourly

ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2022/2023 SALARY SCHEDULE
Effective 7/1/22 - BOT Approved 2/16/23 - Revised 7/20/23

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
63	BEHAVIOR INTERVENTION SPECIALIST	5567.00	5784.00	6016.00	6263.00	6512.00	6767.00	6906.00	7043.00	7185.00	7331.00	Monthly
	BUYER FOOD SERVICE ACCOUNTING SPECIALIST MEDI-CAL BILLING SPECIALIST	32.13	33.36	34.71	36.14	37.57	39.04	39.85	40.64	41.45	42.28	Hourly
64	WEBMASTER	5708.00	5934.00	6171.00	6422.00	6675.00	6941.00	7082.00	7222.00	7368.00	7517.00	Monthly
		32.67	33.93	35.31	36.75	38.23	39.71	40.53	41.33	42.16	43.02	Hourly
65	ART DESIGNER	5848.00	6083.00	6327.00	6579.00	6840.00	7117.00	7258.00	7403.00	7551.00	7703.00	Monthly
		33.21	34.51	35.89	37.37	38.88	40.38	41.21	42.02	42.87	43.75	Hourly
66	PROCUREMENT CONTRACT SPECIALIST SENIOR BUYER	6009.00	6249.00	6501.00	6760.00	7030.00	7311.00	7460.00	7608.00	7758.00	7912.00	Monthly
68	INFORMATION SYSTEMS ANALYST	6330.00	6582.00	6847.00	7122.00	7407.00	7703.00	7857.00	8014.00	8173.00	8335.00	Monthly
75	NETWORK ANALYST PROGRAMMER ANALYST	7456.00	7749.00	8067.00	8388.00	8724.00	9072.00	9249.00	9433.00	9626.00	9817.00	Monthly
		42.38	44.03	45.81	47.67	49.57	51.54	52.52	53.59	54.71	55.80	Hourly
76	SYSTEMS ADMINISTRATOR	7835.00	8142.00	8466.00	8805.00	9154.00	9526.00	9711.00	9910.00	10114.00	10313.00	Monthly
		44.52	46.28	48.11	50.03	52.00	54.11	55.19	56.29	57.46	58.58	Hourly

Unit members will be eligible for long service recognition (longevity) upon the completion of ten (10) years of service in the Anaheim Union High School District under the following plan:
Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus $618 after ten (10) years of service with AUHSD
4% plus $1839 additional after fifteen (15) years of service with AUHSD
7% plus $3,386 additional after twenty (20) years of service with AUHSD
10% plus $4,416 additional after twenty-five (25) years of service with AUHSD
12% plus $4,716 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: $161.00

Human Resources Division, Certificated Personnel

Board of Trustees

July 20, 2023

1. Resignations/Retirements, effective as noted:

Mendivil, Jessica	Resignation	6/1/23
Saldivar, Liliana	Resignation	5/10/22
Walsh Slone, Penelope	Retirement	5/26/23
Zimmerman, Erika	Resignation	6/5/23

2. Employment:

A. Teacher(s)/Probationary:

		Column	Step
Esquivel, Savannah	8/7/23	3	4
Hurley, Dustin	8/7/23	3	3
Martinez, Miguel	8/7/23	1	10
Mutrais, Verana	8/7/23	1	3
Nguyen, Bich	8/7/23	4	4
Ojelabi, Anthony	8/7/23	4	7
Osbeck, Delaney	8/7/23	3	6
Terriquez, Korrine	8/7/23	1	1
White, Emily	8/7/23	3	1
Zadeh, Alborz	8/7/23	4	9

B. Teacher(s)/Temporary:

		Column	Step
Garcia, Crystal	8/7/23	1	3

C. Administrator Salary Placements, effective as noted:

		Range	Step
Arredondo, Daniel Assistant Principal, Senior High	7/1/23	22	1
Campos, Cheryl Assistant Principal, Senior High	7/1/23	22	1
Castillo, Janette Program Admin I, GASELPA	7/1/23	22	6
Farfan, Yazmin Social Worker	7/19/23	18	4
Fernandez Zamora, Jessica Social Worker	7/19/23	18	4
Flores, Robert Assistant Principal, Senior High	7/1/23	22	2
Flores, Stephanie Social Worker	7/19/23	18	6

Franco, Gabriel Social Worker	7/19/23	18	5
Granados, Maria Social Worker Lead	7/19/23	31	6
Gutierrez, Christie Coordinator	7/1/23	25	6
Hernandez, Sergio Assistant Principal, Junior High	7/1/23	21	6
Kelii, Veronica Assistant Principal, Junior High	7/1/23	21	3
Lee, Jenny Assistant Principal, Senior High	7/1/23	22	3
Lopez, Bristol Social Worker	7/19/23	18	4
Maldonado, Ivette Social Worker	7/19/23	18	5
McGillivary, Katherine Assistant Principal, Junior High	7/1/23	21	6
Mejia, Elizabeth Psychologist	7/1/23	31	1
Miguel, Nubia Social Worker	7/19/23	18	5
Nguyen, Quoc Assistant Principal, Senior High	7/1/23	22	6
Nunez, Rocio Social Worker	7/19/23	18	4
Poggio, Randy Assistant Principal, Junior High School	7/1/23	21	4
Prado, Vanessa Social Worker	7/19/23	18	4
Ramirez, Michelle Social Worker	7/19/23	18	4
Ruelas Valencia, Laura Psychologist	7/1/23	31	1

Ruiz-Flores, Claudia Assistant Principal, Senior High	7/1/23	22	5
Sebastian, Maggie Social Worker	7/19/23	18	5
Servin, Stephanie Social Worker	7/19/23	18	4
Silva, Amy Social Worker	7/19/23	18	4
Tenorio, Eric Assistant Principal, Senior High	7/1/23	22	1

D. Administrator Salary Placements/Temporary, effective as noted:

		Range	Step
Gomez, Rebeca Social Worker	7/19/23	18	4
Kim, Crystal Social Worker	7/19/23	18	3
Lorigo, Daniel Social Worker	7/19/23	18	4
Rios, Corina Social Worker	7/19/23	18	2

3. Extra Service Compensation:

A. Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2023-24, effective as noted: (General Funds)

Duncan, Michelle	8/7/23
Fleshman, Sean	8/7/23
Nailon, Jaimie	8/7/23
Salazar, Jessica	8/7/23

B. 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 9/1/23 through 6/30/24. (BTSA Funds)

Schwartz, Billie	$5,065.50/month, not to exceed $50,655

C. National Board for Professional Teaching Standards (NBPTS) Certification Incentive Program Stipend, for the 2022-23 year, for the following individuals, in the amount not to exceed $5,000 per individual. (NBCT Grant Funds)

Aguayo, Jairo
Alvarado, Jessica
Chaudry, Amtul Sabooh
Criner, Wendy
Doherty, Michelle
Duarte, Thomas
Fuentes, Jennifer
Kile, Ryan
Kim, Jeffrey
Leang, Charlene
Meza, Susanna
Noh, Esther
Park, Andrew
Ramstetter, Michele
Reed, Angela
Serrano, Guadalupe
Smith, Jason
Wetrosky, Marina

D. Lead Teacher Stipends, for Cambridge Virtual Academy, to be paid for the 2023-24 school year to the following individual(s) in an amount not to exceed $4,064 per person: (General Fund)

Solorzano, Raymond
Spencer, Kasey

E. AUHSD Summer Language Academy (SLA), for teacher(s), and will be paid at the hourly rate of pay of $52.67. SLA hours will vary depending on the planned activities and will be in session from June 5, 2022, through June 29, 2022. (Title III Funds)

Valle, Christian

F. Mentorship Stipend, Student Ambassador Program, for the following individual who will provide mentorship for administrators that are coordinating the District Ambassador Program for the 2023-24 school year, to be paid in 10 monthly payments of $2,000 a month, for a total not to exceed $20,000. (General Funds)

Hoshi, Ron

G. Summer Program Substitutes, to be paid to the following individual(s), at the daily substitute rate of $160 per day. Days will vary depending on the need at each school site and summer program will be in session from June 2, 2023, through July 1, 2023. (A-G Learning Loss Funds)

Cardona, Marcos

Hoyt, Ashleigh
Spencer, Jacob

4. Change of contract for the following personnel who have completed the additional units and/or years of experience to advance on the salary schedule, effective as noted:

	From	To	Effective
Irving, Elizabeth	3 2	4 3	8/7/23
Gascon-Jewell, Jennifer	3 11	4 11	1/9/23
Terriquez, Korrine	1 1	3 2	8/7/23

5. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

Camacho Ramirez, Diana	6/16/23
Mena, Ivania	6/9/23
Phan Nguyen, Thuy	6/7/23
Rogerscalva, Brianna	6/9/23
Sapien, Luz	6/17/23
Serna, Nicole	6/13/23
Villanueva, Mandi	6/9/23

6. Extra Service Assignments, employment effective as noted:

Classified:

	Salary	Term	Effective
Anaheim			
Cardona, Marcos Football, F	$3,983	Season	8/7/23
Ceja, Jose Volleyball	$4,418	Season	8/7/23
Ceja, Oscar Volleyball, Assistant	$3,595	Season	8/7/23
Chavez, Daniel Cheer	$1,619.50	1st Semester	8/10/23
Cisneros, Jacqueline Vocal	$2,209	1st Semester	8/10/23
Cortes, Art Flag Football	$3,983	Season	8/7/23
Flude, Daniel Water Polo, Assistant	$3,595	Season	8/7/23
Garcia, Befael Band, Assistant	$1,889.50	1st Semester	8/10/23

Gomez, Vincent Flag Football	$5,497	Season	8/7/23
Guerrero, Luis Football, Assistant	$4,246	Season	8/7/23
Ibarra, Nathaniel Football, Assistant	$4,246	Season	8/7/23
Key, Martha Accompanist	$977.50	1st Semester	8/10/23
Lopez-Romero, Samuel Yearbook	$1,889.50	1st Semester	8/10/23
Osorio, Denise Water Polo	$4,418	Season	8/7/23
Palacios, Ximena Cheer	$1,619.50	1st Semester	8/10/23
Papandrea, Christina Dance, Assistant	$1,889.50	1st Semester	8/10/23
Preciado, Elvia Cross Country	$3,983	Season	8/7/23
Reese, David Football, Assistant	$4,246	Season	8/7/23
Vega Krebs, Christopher Color Guard	$3,236	1st Semester	8/10/23
Vega Maciel, Roberto Drill	$3,236	1st Semester	8/10/23
<u>Cypress</u> Archuleta Jr., Bobby Football, S	$3,983	Season	8/7/23
Ashcraft, Alexander Football, Assistant	$4,246	Season	8/7/23
Hermosura, Elijah Basketball, Asst./Lower Level	$3,983	Season	11/1/23
Ledford, Brandon Football, JV	$3,983	Season	8/7/23
Lee, Young	$3,595	Season	8/7/23

Tennis, Asst./Lower Level			
Manu, Agner Basketball, Asst./Lower Level	$3,983	Season	11/1/23
Marroquin, Angel Football, Assistant	$3,983	Season	8/7/23
Moreno III, Tommy Football, JV	$3,983	Season	8/7/23
Rivera, Nathaniel Basketball	$4,990	Season	11/1/23
Rivera, Nicole Basketball, Asst./Lower Level	$3,983	Season	11/1/23
Roeser, Nadine Basketball, Asst./Lower Level	$3,983	Season	11/1/23
Valdez, Efrain Football, JV	$3,983	Season	8/7/23
<u>Dale</u>			
Azevedo, Cody Volleyball	$2,956	1st Quarter	8/21/23
Griffin, Sean Flag Football	$2,956	1st Quarter	8/21/23
<u>Katella</u>			
Zarza, Miguel Soccer, Asst./Lower Level	$3,595	Season	11/1/23
<u>Kennedy</u>			
Aguilar, Nancy Drill	$3,236	1st Semester	8/10/23
Aguilar, Nancy Drill	$3,236	2nd Semester	1/8/24
Corcoran, Matthew Journalism	$1,675.50	1st Semester	8/10/23
Salvatierra, Natalie Color Guard	$3,236	1st Semester	8/10/23
Salvatierra, Natalie Color Guard	$3,236	2nd Semester	1/8/24

Staton, Amy Link Crew	$1,899.50	1st Semester	8/10/23
Loara			
Aguirre, Lori Band, Assistant	$1,889.50	1st Semester	8/10/23
Cendejas, Arthur Cross Country	$3,983	Season	8/7/23
Cendejas, Arthur Photography	$1,675.50	1st Semester	8/10/23
Chylinski, Paul Yearbook	$1,889.50	1st Semester	8/10/23
Cozza, Frank Football, Assistant	$4,246	Season	8/7/23
Domingues, Scott Band	$3,236	1st Semester	8/10/23
Domingues, Scott Band, Jazz	$912	1st Semester	8/10/23
Ezell, Travis Football, Assistant	$3,983	Season	8/7/23
Gonzalez, Paola Journalism	$1,675	1st Semester	8/10/23
Gonzalez, Paola Link Crew	$1,889.50	1st Semester	8/10/23
Granillo, Sarah Cheer	$1,619.50	1st Semester	8/10/23
Granillo, Sarah Song	$1,619.50	1st Semester	8/10/23
Greenshields, Christopher Football, Assistant	$4,246	Season	8/7/23
Hannah, Stephanie Drama	$2,209	1st Semester	8/10/23
Holton, Kerri Cross Country	$3,983	Season	8/7/23
Jiron, Pedro Water Polo	$3,983	Season	8/7/23

Jiron, Tera Water Polo, Assistant	$3,595	Season	8/7/23
Justiniano, Angelica Volleyball, Assistant	$3,595	Season	8/7/23
Justiniano, Brian Volleyball, Assistant	$3,595	Season	8/7/23
Keilty, Kathrine Vocal	$2,209	1st Semester	8/10/23
Ledezma, Alonso Volleyball	$4,418	Season	2/5/23
Nicholls, Jack Football, Assistant	$4,246	Season	8/7/23
Owens Jr., Wesby Football, Assistant	$3,595	Season	8/7/23
Ramirez, William Cross Country, Assistant	$3,595	Season	8/7/23
Smith, Kevin Golf	$3,595	Season	8/7/23
Sohng, Eunyoung Accompanist	$977.50	1st Semester	8/10/23
Robinson, Cory Color Guard	$3,236	1st Semester	8/10/23
Rodriguez, Justin Football, Assistant, JV	$3,983	Season	8/7/23
Wilson, James Tennis	$3,983	Season	8/7/23
Wright, Gary Football	$6,472	Season	8/7/23
<u>Savanna</u> Agnew, Carlisle Football, V	$6,472	Season	8/7/23
Avila, Elizabeth Cross Country	$3,983	Season	8/7/23
Castaneda Morales, Gilberto Cross Country, Asst./Lower Level	$3,595	Season	8/7/23

Coss, Jorge Football, Assistant	$4,246	Season	8/7/23
Flores, Ralph Basketball	$4,990	Season	11/1/23
Golden, Cerea Basketball, Asst./Lower Level	$3,983	Season	11/1/23
Gonzalez, Anthony Football, Asst./Lower Level	$4,246	Season	8/7/23
Gonzalez Jr., Jose Flag Football, Asst./Lower Level	$3,983	Season	8/7/23
Gonzalez Jr., Jose Soccer	$4,990	Season	11/1/23
Michail, Ramez Flag Football	$3,983	Season	8/7/23
Michail, Ramez Basketball	$4,990	Season	11/1/23
Reyes, Cesar Water Polo, Asst./Lower Level	$3,595	Season	8/7/23
Uyanga, Paul Basketball, Asst./Lower Level	$3,983	Season	11/1/23
<u>Western</u> Alvarez, Noah Football, JV	$3,983	Season	8/7/23
Baltazar, Victor Football, Assistant	$4,246	Season	8/7/23
Brown, Tramaine Football, Assistant	$4,246	Season	8/7/23
Clark, George Cross Country	$3,983	Season	8/7/23
Conway II, Joseph Flag Football, Asst./Lower Level	$3,983	Season	8/7/23
Conway II, Joseph Football, Assistant	$2,123	Season	8/7/23
Davidson, Daniel Football	$6,472	Season	8/7/23

Davidson, Jeremy Flag Football	$5,497	Season	8/7/23
Davidson, Jeremy Football, Assistant	$2,123	Season	8/7/23
Gistlinck, David Football, JV	$1,991.50	Season	8/7/23
Gonzalez, Raul Water Polo, Asst./Lower Level	$3,595	Season	8/7/23
Hench, Sandra Band	$3,236	1st Semester	8/10/23
Hench, Sandra Band	$3,236	2nd Semester	1/8/24
Hench, Sandra Band, Jazz	$912	1st Semester	8/10/23
Hench, Sandra Band, Jazz	$912	2nd Semester	1/8/24
Kadowaki Jr., Mickey Volleyball	$4,418	Season	8/7/23
Kahssay, Munir Cross Country	$3,983	Season	8/7/23
Leang, Charlene Photography	$1,675.50	1st Semester	8/10/23
Leang, Charlene Photography	$1,675.50	2nd Semester	1/8/24
Leang, Charlene Yearbook	$1,889.50	1st Semester	8/10/23
Leang, Charlene Yearbook	$1,889.50	2nd Semester	1/8/24
Leavitt, Rachel Dance	$2,209	1st Semester	8/10/23
Leavitt, Rachel Dance	$2,209	2nd Semester	1/8/24
Leighton, Brandon Drama	$2,209	1st Semester	8/10/23

Leighton, Brandon Drama	$2,209	2nd Semester	1/8/24
Luethke, Donald Water Polo	$4,418	Season	8/7/23
Manning, Sean E-sports	$1,618	1st Semester	8/10/23
Manning, Sean E-sports	$1,618	2nd Semester	1/8/24
Olmedo, Adrian E-sports	$1,618	1st Semester	8/10/23
Olmedo, Adrian E-sports	$1,618	2nd Semester	1/8/24
Parsons, Bernie Band, Assistant Director	$1,889.50	1st Semester	8/10/23
Parsons, Bernie Band, Assistant Director	$1,889.50	2nd Semester	1/8/24
Perez, Garrett Football, S	$1,991.50	Season	8/7/23
Quintana, Annette Tennis, Asst./Lower Level	$3,595	Season	8/7/23
Rivera, Hiram Drill	$3,326	1st Semester	8/10/23
Rivera, Hiram Drill	$3,236	2nd Semester	1/8/24
Solorzano-Duenas, Raquel Journalism	$1,675.50	1st Semester	8/10/23
Solorzano-Duenas, Raquel Journalism	$1,675.50	2nd Semester	1/8/24
Tagler, Craig Golf	$3,595	Season	8/7/23
Takahama, Paul Tennis	$4,418	Season	8/7/23
Taylor, Natasha Cheer	$3,236	1st Semester	8/10//23

Taylor, Natasha Cheer	$3,236	2nd Semester	1/8/24
Zeigler Jr., Vardry Football, F	$3,983	Season	8/7/23

Human Resources Division, Classified Personnel

1. **Retirements/Resignations/Terminations, effective as noted:**

	Location:	**Effective**
Bill, Alfred Jr. Plant Manager I	Ball Jr. High School	09/13/2023
Higgins, Ashley Instructional Assistant – Specialized Academic Instruction	Walker Jr. High School	06/30/2023
Hurtado, Jennifer College & Career Readiness Specialist	Cypress High School	06/15/2023
Nastase, Scott Athletic Trainer	Loara High School	06/15/2023
Powers, Kelly School Library Media Technician	South Jr. High School	07/17/2023
Villicana, Pedro Instructional Assistant – Behavioral Support	Kennedy High School	05/25/2023

2. **Leaves of Absence:**

Hoss, Craig, for personal necessity, without pay and without benefits, from 4/15/23 through the end of the working day on 8/14/23.

Lee, Sarah, for childcare, without pay, ½ days from 4/17/23 through the end of the working day on 4/28/23.

3. **Employment, effective as noted:**

	Range/Step:	**Effective:**
Permanent Employees:		
Castorena, Mario Mechanic	61/01	06/28/2023
Florian, Grimaneza Office Assistant – Bilingual	47/06	08/01/2023
Garcia, Enrique Warehouse Worker – Food Services	51/01	08/10/2023
Gaspar, Victor Office Assistant – Bilingual	47/10	08/01/2023
Ibarra, Stephanie Family and Community Engagement Specialist	59/03	06/12/2023

Mosqueda Plascencia, Jose Agricultural Specialist	49/04	06/26/2023
Pantoja, Shadia Buyer	63/05	06/20/2023
Perez, Jacquelyn Agricultural Specialist	49/04	06/26/2023
Rogel, Ricardo Custodian	48/01	06/30/2023
Vergara, Dianna Secretary – Registrar/Records	51/06	07/10/2023

Promotions:

Cruz, Pablo Family and Community Engagement Specialist	59/02	06/12/2023
Huerta, Cathy Sr. Administrative Assistant – School Support	59/03	07/01/2023
Huttner, Heather Medi-CAL Billing Specialist	63/07	07/10/2023

Substitute Employees:

Corral, Manuel Substitute Campus Safety Aide	43/03	08/01/2023
Dumadag, Margaret Substitute Sr. Administrative Assistant	59/01	06/12/2023
Garcia, Enrique Substitute Warehouse Worker	51/01	08/04/2023
Pacheco Osorio, Abril Substitute Computer Lab Assistant	47/01	06/20/2023
Palacios, Chantale AVID Tutor	$16/Hr.	08/01/2023
Ramirez, Jose Substitute Campus Safety Aide	43/03	08/01/2023
Ruelas-Romero, Gue AVID Tutor	$16/Hr.	08/01/2023

Vazquez, Emely Substitute Family and Community Engagement Specialist	56/01	07/01/2023

4. **Summer Employment other than Extended School Year, effective as noted:**

	Range/Step	**Effective:**
Gonzales, Christina Substitute Sr. Administrative Assistant	59/01	07/01/2023
Higgins, Ashley Substitute Instructional Assistant – Behavioral Support	51/01	06/21/2023

5. **Classified Salary Changes:**

A. Per classification revisions approved by the Personnel Commission on April 18, 2023, please approve the following salary range modifications with an effective date of, July 1, 2023:

Classification:	**Current Salary Range:**	**New Salary Range:**
Campus Safety Aide	CSEA - 41	CSEA - 43

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Minutes
Thursday, June 8, 2023

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President O'Neal called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 6:00 p.m.

Present: Brian O'Neal, president; Annemarie Randle-Trejo, clerk; Katherine H. Smith, assistant clerk; Anna L. Piercy, and Jessica Guerrero, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Nancy Nien, Ph.D., assistant superintendents; Robert Saldivar, executive director, and Karl H. Widell, District counsel.

2. ADOPTION OF AGENDA

On the motion of Trustee Smith, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the agenda. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

3. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Board President Brian O'Neal led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

4. STUDENT SPEAKERS

There were no requests to speak.

5. PUBLIC COMMENTS, OPEN SESSION ITEMS

5.1 Mazatl Tepehyolotzin, community member, shared an article regarding George Washington University's mascot and spoke in opposition of Anaheim High School's mascot.

5.2 Jeremy Gonzalez, District parent, stated that the Anaheim High School colonist name is hurtful, as well as disrespectful to the Native community and should be changed.

5.3 Art Castillo, community member, spoke of his early childhood in Anaheim and the racial divide.

6. PRESENTATIONS

6.1 ***Local Control and Accountability Plan (LCAP) and Annual Update/California School Dashboard and Local Indicators***

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 2023-24 LCAP and were also provided information regarding the annual update. The annual update details the actual LCAP expenditures that were projected for the 2022-23 year.

Current Consideration:
Dr. Roxanna Hernandez, Coordinator, Learning and Development, and staff presented the LCAP and annual update, as well as the California School Dashboard and Local Indicators to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received both presentations as a consolidated presentation.

6.2 ***Public Hearing, Local Control and Accountability Plan (LCAP) and Annual Update***

Background Information:
The 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 2023-24 LCAP, and were also provided information regarding the annual update. The annual update details the actual LCAP expenditures that were projected for the 2022-23 year.

Current Consideration:
Notice of the public hearing was posted in three public places in our District, ten days prior to this public hearing. The proposed LCAP was available for public inspection in the Educational Services Department, Monday through Friday, May 22, 2023, through June 7, 2023, 8:00 a.m. to 4:00 p.m. The purpose of the public hearing was to allow the public an additional opportunity to speak on the District's LCAP and annual update.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public with an opportunity to speak on the LCAP and annual update.

President O'Neal opened the public hearing at 7:41 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 7:41 p.m.

6.3 ***Public Hearing with Presentation, 2023-24 Proposed Budget***

Background Information:
The Board of Trustees was requested to open a public hearing on the 2023-24 proposed budget. Education Code Section 42103 requires the governing board of each school district to hold a public hearing on the proposed budget for its district. The public hearing should be held on, or before, July 1, 2023, and should be held at least three days following availability of the proposed budget for public inspection. At the hearing, any resident of the District has an opportunity to appear and comment on the budget. The budget will not be considered for adoption by the Board of Trustees until after the public hearing has been held.

Current Consideration:
Business Services staff presented the 2023-24 proposed budget. The Board was required to hold this public hearing before such adoption.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board opened a public hearing to provide the public an opportunity to speak on the 2022-23 proposed budget.

President O'Neal opened the public hearing at 7:42 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 7:42 p.m.

7. **CONSENT CALENDAR**

7.1 ***Instructional Materials Submitted for Adoption***

The Instructional Materials Review Committee recommended the selected materials for courses in English and IB Mathematics. The books have been made available for public view.

Action:
The Board of Trustees adopted the selected materials.

7.2 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in special education and world languages. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees was requested to consider adoption of the materials following the end of the period of public display, June 8, 2023, through June 15, 2023.

Action:
The Board of Trustees approved the display.

8. ADVANCE PLANNING

8.1 ***Future Meeting Dates***

The next regular meeting of the Board of Trustees will be held on Thursday, June 15, 2023, at 6:00 p.m.

Thursday, July 20	Thursday, October 12
Thursday, August 10	Thursday, November 16
Thursday, September 14	Thursday, December 14

8.2 ***Suggested Agenda Items***

There were no suggested agenda items.

9. ADJOURNMENT

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 8:04 p.m.

Approved _____
Clerk, Board of Trustees

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Minutes
Thursday, June 15, 2023

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President O'Neal called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 3:00 p.m.

Present: Brian O'Neal, president; Annemarie Randle-Trejo, clerk; Katherine H. Smith, assistant clerk; Anna L. Piercy, and Jessica Guerrero, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Nancy Nien, Ph.D., assistant superintendents; Robert Saldivar, executive director, and Karl H. Widell, District counsel.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Replace page 4 of the agenda, item 6.3, to reflect the date of May 2023
- Page 16 of the agenda, pull item 9.18

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 3:01 p.m.

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

5.1 ***Reconvene Meeting***

The Board of Trustees reconvened into open session at 6:02 p.m.

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

Board President O'Neal led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

5.3 ***Closed Session Report***

Board Clerk Randle-Trejo reported the following actions taken during closed session.

5.3.1 The Board of Trustees completed the Superintendent's performance evaluation and discussed goals for the coming year.

5.3.2 No reportable action taken regarding property negotiations.

5.3.3 The Board of Trustees, by a vote of 5-0, approved the settlement agreement in Orange County Superior Court No. 30-2019-01104360-CU-PO-CJC.

5.3.4 No reportable action regarding existing litigation.

5.3.5 No reportable action regarding existing litigation.

5.3.6 No reportable action regarding existing litigation.

5.3.7 No reportable action taken regarding negotiations.

5.3.8 No reportable action taken regarding personnel.

5.3.9 The Board of Trustees unanimously voted to accept the agreement with employee HR-2022-23-303.

5.3.10 The Board of Trustees unanimously voted to make the following transfers effective July 1, 2023:

Todd Swans, assistant principal, Dale Junior High School
Randy Poggio, assistant principal, South Junior High School
Katherine McGillivary, assistant principal, Sycamore Junior High School
Sergio Hernandez, assistant principal, Sycamore Junior High School
Sonia Cortez, assistant principal, Walker Junior High School

The Board of Trustees unanimously voted to make the following appointments effective July 1, 2023:

Daniel "Danny" Arredondo, assistant principal, Anaheim High School
Claudia Ruiz Flores, assistant principal, Anaheim High School
Veronica Kelii, assistant principal, Ball Junior High School
Jenny Lee, assistant principal, Cambridge Virtual Academy
Eric Tenorio, assistant principal, Cypress High School
Cheryl Campos, assistant principal, Kennedy High School
Robert "Bobby" Flores, assistant principal, Magnolia High School
Quoc Nguyen, assistant principal, Magnolia High School

5.3.11 The Board of Trustees unanimously voted to make the following appointment effective July 1, 2023:

Christie Gutierrez, coordinator, Educational Related Mental Health Services

Daniel Arredondo, assistant principal, Anaheim High School, thanked the Board and Cabinet for the opportunity to come back to his alma mater. He looks forward to working with the administration team towards success. Additionally, he thanked his family for their support.

Claudia Ruiz Flores, assistant principal, Anaheim High School, expressed her gratitude for all the opportunities she has had in the District, and thanked her mentors for providing a safe space to blossom. She also thanked her family for their unconditionally love and support.

Veronica Kelii, assistant principal, Ball Junior High School, thanked Cabinet and the Board for the opportunity, as well as all those who helped her get to this moment. Lastly, she thanked her family.

Eric Tenorio, assistant principal, Cypress High School, expressed his appreciation for being appointed to serve the students and staff at Cypress High School, as well as thanked his family and mentors.

Robert Flores, assistant principal, Magnolia High School, stated he is humbled and honored to be working alongside the administrators, staff, and students of Magnolia High School. He thanked Mr. Saldivar and Mr. Calleros for their mentorship and compassion, as well as Dr. Goldstein, Superintendent Matsuda, his partner, friends, and family for their support.

Brad Jackson, assistant superintendent, Human Resources, read statements from Jenny Lee, Cheryl Campos, and Quoc Nguyen.

Christie Gutierrez, coordinator, Educational Related Mental Health Services, shared her gratitude with the Board members and Cabinet for recognizing her efforts and commitment. She described her experience in the LEAD Program and gave thanks to her colleagues, Amie Maya, Celeste Krueger, Karl Widell, and her family.

6. RECOGNITIONS

6.1 ***Classified Employees of the Year***

The Board of Trustees recognized 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 11, 2023.

Name	Title	Site
Elvia "Vicky" Amador	Secretary-School Support	Cypress High School
Karen Avila	Family and Community Engagement Specialist	Anaheim High School
Haydee Berber	Language Program Technician	Educational Services
Alfred "Al" Bill	Plant Manager I	Ball Junior High School
Maria Carranza	Sr. Administrative Assistant-School Support	Kennedy High School
Gary Carreno	Credentials Technician	Human Resources, Certificated
Sandra "Sandy" Chylinski	Sr. Administrative Assistant-School Support	Loara High School
John Copple	Plant Manager I	Hope School
Laura De Morneau	Information Systems Specialist I	Educational Services

Alexander "Alex" Durley	Instructional Assistant-Behavioral Support	Katella High School
Natalie Durley	Human Resources Technician	Human Resources, Classified
Clifton "Cliff" Ellens	Campus Safety Aide	Dale Junior High School
Cecile Frazier	Sr. Payroll Technician	Business Services
Karl Hobson	Custodian	Magnolia High School
Dennis Johnson	Instructional Assistant-Specialized Academic Instruction	Brookhurst Junior High School
Maria Loftis	Food Services Assistant II	Orangeview Junior High School
Sandra "Sandy" Loth	Office Assistant	Walker Junior High School
Xochitl Mata-Abad	Secretary-Attendance (Bilingual)	Gilbert High School
Jesus Mejia	Custodian	Savanna High School
Maricela "Marcy" Mendoza	Secretary-Registrar/Records (Bilingual)	Cambridge Virtual Academy
Maria Murillo	Sr. Administrative Assistant-School Support	South Junior High School
Emmanuel "Manny" Plasencia	School Library Media Technician	Western High School
Julio Reyes-Palacios	Plant Manager I	Lexington Junior High School
Estela Rodriguez	Executive Assistant	Business Services
Mary Sanchez	Office Assistant	Oxford Academy

6.2 ***2023 Orange County Classified Employee of the Year and 2023 California Classified School Employee of the Year***

The Board of Trustees recognized Jaime Carranza for his exemplary service to the District. Mr. Carranza was selected as an Orange County Classified School Employee of the Year by the Orange County Department of Education, as well as a 2023 California Classified School Employee of the Year.

6.3 ***Leadership Education for Anaheim Districts (LEAD)***

The second cohort of LEAD (Leadership Education for Anaheim Districts) began in August of 2021, and wrapped up in May of 2023. LEAD is a Preliminary Administrative Services Credential (PASC) partnership with CSU Fullerton. Tuition was subsidized by AUHSD, while courses were co-taught by AUHSD cabinet members (Michael Matsuda, Dr. Fried, and Brad Jackson) and CSUF faculty member Dr. Jennifer Goldstein. Nineteen teachers and counselors participated in the second cohort and will receive their PASC from the state upon completion of the California Administrator Performance Assessment:

Cheryl Campos
Lorena Cortez
Carlo Davis
Stephanie Felix
Robert Flores
Christie Gutierrez
Panayiota Hatzis
Stephanie Ledesma-Palomino
Jenny Lee
Susanna Meza
Paola Rosenberg
Guadalupe Serrano
Michael Switzer
Eric Tenorio

Jayette Hightower
Vy Hoang
Veronica Kelii
Carolyn Torres
Angelita White

7. **REPORTS**

7.1 ***Student Speakers***

Andrew Campuzano, Anaheim High School student, spoke in opposition of the graduation regalia pins in place of graduation stoles. He stated that students should have the opportunity to display their achievements through graduation stoles.

7.2 ***Reports of Associations***

There were no reports.

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

There was no report.

8. **PUBLIC COMMENTS, OPEN SESSION ITEMS**

8.1 Art Castillo, community member, spoke of changes in education throughout the years.

8.2 Mazatl Tepehyolotzin, community member and Anaheim High School alumni, expressed his opposition to the colonist mascot at Anaheim High School and spoke about "barrios" in the City of Anaheim.

9. **ITEMS OF BUSINESS**

EDUCATIONAL SERVICES

9.1 ***Adoption, Local Control and Accountability Plan (LCAP) and Annual Update***

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 2023-24 LCAP and were also provided information regarding the annual update. The annual update details the actual LCAP expenditures that were projected for the 2022-23 year.

Current Consideration:
The public hearing was held on June 8, 2023. 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 2023-24 annual budget and multi-year budget projections.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees adopted the LCAP and annual update.

RESOLUTIONS

9.2 ***Resolution No. 2022/23-B-14, Committed Fund Balance, General Fund***

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.

Action:
On the motion of Trustee Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2022/23-B-14. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

9.3 ***Resolution No. 2022/23-B-15, Adjustments to Income and Expenditures, General Fund; Resolution No. 2022/23-B-16, Adjustments to Income and Expenditures, Various Funds; and Proposed Budget (All Funds)***

Background Information:
The Board of Trustees must adopt a budget for the next fiscal year by July 1, 2023, per Education Code Section 42127(a). The Board has a fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years. The District submitted a detailed list of methods of acquiring such funds for Board approval as part of the 2023 Second Interim Report. As a part of the proposed budget, the Anaheim Union High School District Budget Stabilization Plan was presented.

Current Consideration:
After thorough analysis and review, the 2022-23 budget was updated from the Second Interim Report, which was presented and approved by the Board of Trustees at its March 7, 2023, 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. 2022/23-B-15 summarizes adjustments to the General Fund and Resolution No. 2022/23-B-16 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. 2022/23-B-15, General Fund, and Resolution No. 2022/23-B-16, Various Funds, authorize budget adjustments per Education Code Sections 42600 and 42601.

Action:

1. On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2022/23-B-15, General Fund. The roll call vote follows.

   Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

2. On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2022/23-B-16, Various Funds. The roll call vote follows.

   Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

3. On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees adopted the 2023-24 Proposed Budget including the Budget Stabilization Plan (All Funds).

9.4 ***Resolution No. 2022/23-B-17, Education Protection Account***

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 2023-24 has been prepared for the Board of Trustees' consideration.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2022/23-B-17. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

9.5 ***Resolution No. 2022/23-F-09 Approval of Notice of Exemption for the Districtwide HVAC and Ventilation Improvements Project***

Background Information:
On June 16, 2022, the Board of Trustees adopted the updated District's Facilities Master Plan (FMP), which provides a roadmap for the future improvement and development of the District's facilities over the next ten years. Capital improvement projects at Anaheim High School, Cypress High School, Katella High School, Kennedy High School, Loara High School, Savanna High School, Western High School, Ball Junior High School, Brookhurst Junior High School, Dale Junior High School, Lexington Junior High School, Orangeview Junior High School, South Junior High School, Sycamore Junior High School, Walker Junior High School, Gilbert High School, Oxford Academy, and the District Office, are identified in the approved FMP.

The scope of work for the Project includes: (1) Replacement of existing HVAC equipment/systems; (2) Replacement of gas-powered equipment with electric to meet future electrification requirements; (3) Ventilation improvements; and (4) Roofing, waterproofing, electrical, and infrastructure improvements necessary to support the new equipment.

Current Consideration:
The District is required, pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et seq., to evaluate each potential public works project to determine whether that project might have a significant effect on the environment. CEQA and the Guidelines promulgated thereunder (California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19) provide for categorical exemptions from the provisions of CEQA. Where an approved project is determined to be exempt from CEQA, the District may file a notice of exemption (NOE) with the Orange County Clerk-Recorder, who must then post the NOE for a period of thirty days.

The District has evaluated the Project and has determined that the Project is categorically exempt from CEQA.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Piercy and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2022/23-F-09, approving the NOE for the Project and directed that the NOE be filed with the Orange County Clerk-Recorder. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

BUSINESS SERVICES

9.6 ***Agreement, North Orange County Regional Occupational Program, Reimbursement for Facility Improvements***

Background Information:
There is a long-standing partnership between the Anaheim Union High School District (District) and the North Orange County Regional Occupational Program (NOCROP), whereby the NOCROP provides Career Technical Education personnel and programs to support the District's students.

Current Consideration:
The NOCROP expressed an interest in funding improvements in District facilities occupied by NOCROP programs, on a need basis and when requested. The District would provide the planning, project management, bidding and construction administration services, including design, agency, testing lab, inspection fees, and construction costs. In consideration for such services, the NOCROP agrees to reimburse the District for all fees, costs, and services referenced above. It is in the best interest of the District to partner with NOCROP to improve facilities that support the District's educational programs. Maintenance of the facilities will continue to be the responsibility of the District. The agreement will be in effect July 1, 2023, through June 30, 2028.

Budget Implication:
There is no impact to the budget. NOCROP will reimburse the District for all costs associated with the requested facility improvements.

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

9.7 ***School Resource Officer Agreement, City of Anaheim***

Background Information:
The city of Anaheim (City) will provide the Anaheim Union High School District with six full-time sworn police officers, to be committed to full-time duties as a School Resource Officers (SRO) for the 2023-24 year. The cost of the SRO program is divided between the District and the City on a cost-sharing basis, with the District being responsible for 50 percent of the personnel cost of the program.

Current Consideration:
This agenda item seeks approval of an agreement with the City for SRO services at AUHSD school sites for the 2023-24 year. The agreement will commence July 1, 2023, and renew annually for an additional period of one year commencing July 1 of the next succeeding year, up to a total of five years.

Budget Implication:
The estimated annual cost for the agreement with the City for SRO services for the 2023-24 year is $718,800. (General Fund/Settlement Proceeds)

Action:
On the motion of Trustee Randle-Trejo, following discussion, duly seconded and unanimously carried, the Board of Trustees approved the agreement with the city of Anaheim.

9.8 ***Appointment and Resignation of Citizens' Bond Oversight Committee Members***

Background Information:
Pursuant to Education Code, Chapter 1.5, Strict Accountability in Local School Construction Bonds Act of 2000, a school district is required to establish a Citizens' Bond Oversight Committee (CBOC) upon the passing of a local school construction bond. The committee's duties include informing the public concerning the District's expenditure of the bond proceeds, reviewing the expenditure reports produced by the District, and presenting an annual report with a focus on bond expenditure compliance to the Board of Trustees.

Since the passing of Measure H in 2014, and in accordance with Education Code Section 15282(a), the Board of Trustees has established a CBOC consisting of at least seven members representing the following categories.

- One member who is active in a business organization representing the business community
- A member active in a senior citizens' organization
- One member from a bonafide taxpayer association
- One member shall be a parent or guardian of a student enrolled in the District
- One parent or guardian of a student in the District who is also active in a parent-teacher organization

Current Consideration:
The District received the resignation of committee member, Mr. Grantt Rowan, stating personal reasons. A new prospective committee member has applied to serve on the CBOC, and has been vetted to meet the requirements for appointment. The prospective committee member who would fill the vacant position by serving under the category of a parent or guardian of a student enrolled in the District is Ms. Jessie Alvarez. Prospective committee members are required to be appointed by the Board of Trustees.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees 1) accepted the resignation; and 2) appointed a new CBOC member.

9.9 ***Lease-Leaseback Agreement, Scorpio Enterprises dba Aire-Masters Air Conditioning, Districtwide HVAC Replacement-RFP #2023-08***

Background Information:
Staff is using the Lease-Leaseback (LLB) delivery method to procure construction for the Districtwide HVAC Replacements. Education Code Section 17406 is the LLB provision, which allows districts to lease to a person, firm, or corporation real property that belongs to the school district for the purpose of constructing buildings and improvements thereon, for District use during the term of the lease, and requires that title to the buildings and improvements vest in the District at the expiration of that term.

Current Consideration:
The District issued RFP #2023-08 inviting contractors to submit qualifications and proposals to perform the work associated with the project. After a review of the submitted qualifications and proposals, as well as interviews of shortlisted firms, staff recommended to

the Board of Trustees the selection of Scorpio Enterprises dba Aire-Masters Air Conditioning as one of the LLB contractors for this project.

Aire-Masters Air Conditioning competitively bid the subcontractor packages to various companies, and has identified the subcontractors they plan to use on the project. Staff has negotiated the LLB agreement, which includes the guaranteed maximum price (GMP) and contingencies, pursuant to the terms indicated in the forms of the LLB contract documents previously approved by the Board. The assistant superintendent, Business, under Board approved delegation of authority, has entered into the LLB agreement with Aire-Masters Air Conditioning. The agreement is subject to ratification by the Board.

Budget Implication:
The final GMP and associated contingencies will not exceed $7,479,489. The total project cost including District contingencies and allowances will not exceed $7,703,874. (ESSER Funds, Maintenance Funds, Measure H Funds, and/or other funds as appropriate)

Action:
On the motion of Trustee Smith, duly seconded and unanimously carried, following discussion, the Board of Trustees ratified the preconstruction services agreement, and the LLB agreement with Aire-Masters Air Conditioning for the Districtwide HVAC Replacement project.

9.10 ***Lease-Leaseback Agreement, Scorpio Enterprises dba Aire-Masters Air Conditioning, Anaheim High School Hydronic Piping-RFP #2023-08***

Background Information:
Staff is using the Lease-Leaseback (LLB) delivery method to procure construction for the Districtwide HVAC Replacements. Education Code Section 17406 is the LLB provision, which allows districts to lease to a person, firm, or corporation real property that belongs to the school district for the purpose of constructing buildings and improvements thereon, for District use during the term of the lease, and requires that title to the buildings and improvements vest in the District at the expiration of that term.

Current Consideration:
The District issued RFP #2023-08 inviting contractors to submit qualifications and proposals to perform the work associated with the project. After a review of the submitted qualifications and proposals, and interviews of shortlisted firms, staff recommended to the Board of Trustees the selection of Scorpio Enterprises dba Aire-Masters Air Conditioning as one of the LLB contractor for this project.

Aire-Masters Air Conditioning competitively bid the subcontractor packages to various companies, and has identified the subcontractors they plan to use on the project. Staff has negotiated the LLB agreement, which includes the guaranteed maximum price (GMP) and contingencies, pursuant to the terms indicated in the forms of the LLB contract documents previously approved by the Board. The assistant superintendent, Business, under Board approved delegation of authority, has entered into the LLB agreement with Aire-Masters Air Conditioning. The agreement is subject to ratification by the Board.

Budget Implication:
The final GMP and associated contingencies will not exceed $2,878,888. The total project cost including District contingencies and allowances will not exceed $2,965,255. (ESSER Funds, Maintenance Funds, Measure H Funds, and/or other funds as appropriate)

Action:
On the motion of Trustee Guerrero, duly seconded and unanimously carried, the Board of Trustees ratified the preconstruction services agreement and the LLB agreement with Aire-Masters Air Conditioning for the Anaheim High School Hydronic project as part of the Districtwide HVAC Replacement project.

9.11 ***Lease-Leaseback Agreement, AP Construction Group, Inc. dba Air Plus, Districtwide HVAC Replacements-RFP #2023-08***

Background Information:
Staff is using the Lease-Leaseback (LLB) delivery method to procure construction for the Districtwide HVAC Replacements. Education Code Section 17406 is the LLB provision, which allows districts to lease to a person, firm, or corporation real property that belongs to the school district for the purpose of constructing buildings and improvements thereon, for District use during the term of the lease, and requires that title to the buildings and improvements vest in the District at the expiration of that term.

Current Consideration:
The District issued RFP #2023-08 inviting contractors to submit qualifications and proposals to perform the work associated with the project. After a review of the submitted qualifications and proposals, as well as interviews of shortlisted firms, staff recommended to the Board of Trustees the selection of AP Construction Group, Inc. dba Air Plus as one of the LLB contractors for this project.

AP Construction Group, Inc. competitively bid the subcontractor packages to various companies, and has identified the subcontractors they plan to use on the project. Staff has negotiated the LLB agreement, which includes the guaranteed maximum price (GMP) and contingencies, pursuant to the terms indicated in the forms of the LLB contract documents previously approved by the Board. The assistant superintendent, Business, under Board approved delegation of authority, has entered into the LLB agreement with AP Construction Group, Inc. The agreement is subject to ratification by the Board.

Budget Implication:
The final GMP and associated contingencies will not exceed $9,549,944. The total project cost including District contingencies and allowances will not exceed $9,836,442. (ESSER Funds, Maintenance Funds, Measure H Funds, and/or other funds as appropriate)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees ratified the preconstruction services agreement, and the LLB agreement with AP Construction Group, Inc., for the Districtwide HVAC Replacement project.

9.12 ***Selection of Lease-Leaseback Contractor for Cypress High School Track and Field-RFP #2023-23***

Background Information:
Staff is using the Lease-Leaseback (LLB) delivery method to procure construction for the Cypress High School Track and Field (Project) as previously approved by the Board of Trustees. Education Code Section 17406 is the LLB provision, which allows districts to lease to a person, firm, or corporation real property that belongs to school districts for the purpose of constructing buildings and improvements thereon, for district use during the term of the lease, as well as requires that title to the buildings and improvements vest in the district at the expiration of that term.

Current Consideration:
The District issued RFP #2023-23 inviting contractors to submit qualifications and proposals to perform the work associated with the subject Project, as well as for preconstruction services. Staff received proposals from prequalified contractors. After a review of the submitted qualifications and proposals, and interviews of shortlisted firms, staff recommended to the Board of Trustees the selection of Asphalt, Fabric, & Engineering, Inc., dba AFE Sports as the LLB contractor for the Project, based on the fact it achieved the highest best value score pursuant to the criteria set forth in the RFP. Next, staff will commence negotiations with the selected contractor for preconstruction services, and for the final LLB Agreement, which will include the guaranteed maximum price (GMP), and other related costs.

Budget Implication:
There is no budget impact for the selection of the LLB contractor. The final LLB agreement, which includes the GMP, and the preconstruction services agreement, will be presented to the Board of Trustees for ratification at an upcoming Board meeting.

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the selection of Asphalt, Fabric, & Engineering, Inc., dba AFE Sports as the LLB contractor pursuant to RFP #2023-23, for the project at Cypress High School, and delegated authority to the assistant superintendent, Business to: (1) negotiate and enter into the LLB agreement pursuant to the terms indicated in the forms of the LLB contract documents previously approved by the Board, subject to minor revisions approved by staff and legal counsel; (2) negotiate and enter into a preconstruction services agreement, subject to approval by staff and legal counsel; and (3) take all steps and perform all actions necessary to execute and implement the LLB agreement and the preconstruction services agreement, and to take any actions deemed necessary to best protect the interest of the District, all subject to ratification by the Board of Trustees.

9.13 ***Selection of Lease-Leaseback Contractor for Orangeview Junior High School Site Improvements–RFP #2023-24***

Background Information:
Staff is using the Lease-Leaseback (LLB) delivery method to procure construction for the Orangeview Junior High School Site Improvements (Project) as previously approved by the Board of Trustees. Education Code Section 17406 is the LLB provision, which allows districts to lease to a person, firm, or corporation real property that belongs to school districts for the purpose of constructing buildings and improvements thereon, for district use during the term of the lease, as well as requires that title to the buildings and improvements vest in the district at the expiration of that term.

Current Consideration:
The District issued RFP #2023-24 inviting contractors to submit qualifications and proposals to perform the work associated with the subject Project, and for preconstruction services. Staff received proposals from prequalified contractors. After a review of the submitted qualifications and proposals, and interviews of shortlisted firms, staff recommended to the Board of Trustees the selection of Construct 1 One, Corporation as the LLB contractor for the Project, based on the fact it achieved the highest best value score pursuant to the criteria set forth in the RFP. Next, staff will commence negotiations with the selected contractor for preconstruction services, and for the final LLB agreement, which will include the guaranteed maximum price (GMP), and other related costs.

Budget Implication:
There is no budget impact for the selection of the LLB contractor. The final LLB agreement, which includes the GMP, and the preconstruction services agreement, will be presented to the Board of Trustees for ratification at an upcoming Board meeting.

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the selection of Construct 1 One, Corporation as the LLB contractor pursuant to RFP #2023-24, for the project at Orangeview Junior High School, and delegated authority to the assistant superintendent, Business to: (1) negotiate and enter into the LLB agreement pursuant to the terms indicated in the forms of the LLB contract documents previously approved by the Board, subject to minor revisions approved by staff and legal counsel; (2) negotiate and enter into a preconstruction services agreement, subject to approval by staff and legal counsel; and (3) take all steps and perform all actions necessary to execute and implement the LLB agreement and the preconstruction services agreement, and to take any actions deemed necessary to best protect the interest of the District, all subject to ratification by the Board of Trustees.

EDUCATIONAL SERVICES

9.14 ***Public Hearing, Ethnic Studies Courses***

Background Information:
On May 6, 2021, the Board of Trustees unanimously adopted Resolution No. 2020/21-E-22, supporting the development of ethnic studies curricula and implementation of an ethnic studies graduation requirement beginning with the Class of 2026. Thereafter, the State adopted an ethnic studies graduation requirement beginning with the Class of 2030.

Current Consideration:
To meet state requirements, Education Code Section 51225.3 provides that the ethnic studies requirement may be fulfilled through completion of: (I) a course based on the model curriculum developed pursuant to Education Code Section 51226.7, (II) an existing ethnic studies course, (III) an ethnic studies course taught as part of a course that has been approved as meeting the A-G requirements of the University of California and the California State University, or (IV) a locally developed ethnic studies course approved by the Board after first being presented at a public meeting at which the public has the opportunity to express its views on the proposed course. This public hearing will provide an opportunity for the public to express its views on the ethnic studies courses available to fulfill the District's graduation requirement.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public an opportunity to express its views on the District's ethnic studies courses.

President O'Neal opened the public hearing at 6:58 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 6:59 p.m.

9.15 ***Public Hearing, Revised Board Policy 7807 (6158), Independent Study, First Reading***

Background Information:
Board Policy 7807 (6158), Independent Study, establishes independent study as an optional alternative instructional strategy by which District students may reach curricular objectives and fulfill graduation requirements. The primary purpose of independent study is to offer a means of individualizing the educational plans for students whose needs may be met through study outside the regular classroom setting and who are motivated to achieve educationally, as well as or better through this strategy than they would in the regular classroom. The policy was last revised in 2021.

Current Consideration:
The District endeavors to keep its policies manual current. Using the model policy of the California School Boards Association, staff have revised Board Policy 7807 (6158) to incorporate recent statutory changes in Assembly Bill 181 (2022).

Section 11701 of Title 5 of the California Code of Regulations provides: "In setting [independent study] policy ..., the local governing board shall consider, in a public hearing, the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of pupils or adult education students. Adopted policies shall reflect an awareness that excessive leniency in their terms can result in pupils falling so far behind their age peers as to increase, rather than decrease, the risk of their dropping out of school."

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board reviewed revised Board Policy 7807 (6158), Independent Study, and held a public hearing to provide the public an opportunity to speak on the revised policy.

President O'Neal opened the public hearing at 6:59 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 6:59 p.m.

9.16 ***Title I Schoolwide Program Status, Polaris High School***

Background Information:
Schools must have a socioeconomically disadvantaged student subgroup of at least 40 percent, in order to qualify to apply to become a Title I Schoolwide Program. After meeting this criteria and making the decision to apply for Title I Schoolwide Program status, the school engages in a comprehensive needs assessment and planning process, involving all stakeholders. The process takes approximately one year to complete. Title I Schoolwide Program status allows maximum Title I funding flexibility to support the literacy and numeracy improvement needs of all students.

Current Consideration:
Polaris High School is currently a Title I Targeted Assistance School (TAS), which began the process to become a Title I Schoolwide Program during the 2022-23 year, and completed the process during the 2022-23 year. The rationale for becoming a Title I Schoolwide Program is to improve the quality of educational services for all students at the school. Whereas, with a Title I TAS model, only students identified using multiple measures are eligible to receive Title I services. Polaris High School can operate as a Title I Schoolwide Program upon approval from the Board of Trustees.

Budget Implication:
Title I funds from a Title I Schoolwide Program can support the literacy and numeracy improvement needs of all students enrolled at Polaris High School, and therefore, provide additional funding flexibility for the use of Title I funds. (Title I Funds)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved Polaris High School's request for Title I Schoolwide Program status.

9.17 ***Memorandum of Understanding (MOU), Cypress College, Support of Magnolia High School Cybersecurity Pathway***

Background Information:
Cypress College would like to use grant funding under the California College and Career Access Pathways (CCAP) STEM Pathways Program in Cybersecurity grant to pay for student supplies related to the coordination of the Magnolia High School Cybersecurity Pathway Program.

Current Consideration:
The District and Cypress College would like to enter into a MOU to allow the District to pay for student supplies and then invoice Cypress College for approved expenses under the California CCAP STEM Pathways Program in Cybersecurity grant. Services will be provided July 1, 2023, through June 30, 2024.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the MOU.

9.18 This item was pulled prior to the adoption of the agenda.

9.19 ***Grant Award, Teacher Residency Implementation Grant***

Background Information:
The California state budget includes funding for competitive grants to support collaborative partnerships between a Local Education Agency (LEA) and one or more Commission-approved teacher preparation programs offered by a regionally accredited institution of higher education (IHE) to expand, strengthen, improve access to, or create teacher residency programs. The funding may be used to establish new teacher residency programs that support designated shortage fields.

Current Consideration:
The District submitted a proposal in collaboration with California State University, Fullerton (CSUF) and the University of California, Irvine (UCI) and was approved for the Teacher Residency Implementation Grant to begin in July 2023 and ending at the end of the 2025-26 year. The District will host five bilingual student-teacher residents from CSUF and ten math or science student-teacher residents from UCI. Grant funds will be used to support mentor teachers, stipends for the fifteen student-teacher residents, IHE faculty stipends, induction support, professional learning, and program administration costs. Services are being provided December 1, 2022, through June 30, 2026.

Budget Implication:
The annual grant amount is not to exceed $254,936.70.

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees ratified the grant award.

HUMAN RESOURCES

9.20 ***Agreement, West Coast University, Inc. (WCU)***

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 WCU students to provide supervised support services to District students.

Current Consideration:
The agreement will be effective July 1, 2023, through June 30, 2028. This agreement provides opportunities for the student to observe, participate, and assist in the District's programs. Clinical supervisors will model to the student effective planning, instruction, and management strategies, as well as discuss these strategies. Additionally, professional attire, development, and conduct will be reviewed. Due to the university's policy for executing agreements, this agreement will be signed following approval by the AUHSD Board of Trustees.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

9.21 ***Revised Board Policy 6317.25 (4119.22), Professional Attire, First Reading***

Background Information:
Board Policy 6317.25 (4119.22), Professional Attire, sets forth the Board's philosophy on dress and grooming for employees. The Governing Board believes that the Anaheim Union High School District is a professional organization. Our students, our parents, and our community form impressions of our professional credibility based on the appearance of our schools, facilities, and employees. The professionalism of the District is reflected in our employees' appearance and the professional image portrayed. Professional dress and grooming, personal cleanliness, and professional behavior of our employees contributes to a

productive learning environment, models positive behavior for our students, demonstrates a high regard for education, as well as presents a professional image consistent with the public trust given to our employees in educating our students. The policy was last revised in 2013.

Current Consideration:
The District endeavors to keep its policies manual current. Using the model policy of the California School Boards Association, staff have revised Board Policy 6317.25 (4119.22) to incorporate recent statutory changes, including in Senate Bill 188 (2019).

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board reviewed revised Board Policy 6317.25 (4119.22), Professional Attire.

SUPERINTENDENT'S OFFICE

9.22 ***Revised Board Policy 10325 (9323), Meeting Conduct; Revised Board Policy 10110, Number of Adult/Student Members and Terms of Office, First Reading***

Background Information:
Board Policy 10325 (9323), Meeting Conduct, prescribes the rules and procedures that the Board of Trustees will enforce for meeting conduct as prescribed by Education Code Section 35010. The policy was last revised in 2004.

Board Policy 10110, Number of Adult/Student Members and Terms of Office, provides for the composition of the Board of Trustees, including the Student Representative. The policy was last revised in 2014.

Current Consideration:
The District endeavors to keep its policies manual current. Using the model policy of the California School Boards Association, staff have revised Board Policy 10325 (9323) to incorporate recent statutory changes in Senate Bill 1100 (2022).

Staff have also revised Board Policy 10110 to clarify the role of the Student Representative to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board reviewed revised Board Policy 10325 (9323), Meeting Conduct, and revised Board Policy 10110, Number of Adult/Student Members and Terms of Office. President O'Neal communicated his edits for Board Policy 1025 (9323), Meeting Conduct.

10. **CONSENT CALENDAR**

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 10.28, Exhibit AA, and 10.29 pulled by Trustee O'Neal. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

BUSINESS SERVICES

10.1 ***Business 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, 2023, through June 30, 2024.

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

Action:
The Board of Trustees approved the business consulting services agreement.

10.2 ***Consulting Services Agreement, John Fenton dba FentonOR1.LLC***

Background Information:
John Fenton is a retired administrator of facilities, maintenance, and operations. He is well respected in the field and served 25 years in the Glendale Unified School District in various capacities and retired as the administrator of facilities, maintenance, and operations. Since retiring, he has served in numerous interim assignments supporting districts when they have the need.

Current Consideration:
John will consult and assist the assistant superintendent, Business Services, the executive director of Facilities, Maintenance and Operations, and department staff, with regard to current programs, procedures, methods, as well as planning of the overall delivery of maintenance and operations services to the school sites. Services will be provided July 1, 2023, through June 30, 2024.

Budget Implication:
The cost for these services is not to exceed $70,000 ($125 per hour). (General Fund)

Action:
The Board of Trustees approved the consulting services agreement.

10.3 ***Agreement Amendment #3, 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 2023-24 fiscal year at an increase of $8,800, all other terms will remain unchanged.

Budget Implication:
Services are to be provided at a cost not to exceed $118,800, for the period of July 1, 2023, through June 30, 2043. (General Fund)

Action:
The Board of Trustees approved the agreement amendment.

10.4 ***Agreement Amendment #2, 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 2023-24 fiscal year at an increase of $4,125, all other terms will remain unchanged.

Budget Implication:
Services will be provided at a cost not to exceed $86,625, for the period of July 1, 2023, through June 30, 2024. (General Fund)

Action:
The Board of Trustees approved the amendment to the agreement.

10.5 ***Agreement, Orange County Department of Education, Electronic Document Management 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, 2023, through June 30, 2024.

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)

Action:
The Board of Trustees approved the agreement.

10.6 ***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, as well as receive discounted rates for professional development opportunities.

Budget Implication:
The cost of the organizational membership for the 2023-24 year is $5,250. This cost will be offset by the reduced cost to send staff to professional development. For the 2022-23 year, the Board approved the CASBO organizational membership at a cost of $5,250. (General Fund)

Action:
The Board of Trustees approved the CASBO organizational membership.

10.7 ***Inter-Agency Agreement, Vibrant Minds Charter School***

Background Information:
In July 2020, Vibrant Minds Charter School asked the Food Services Department to become their School Food Authority to meet the State meal mandate passed in 1975. The mandate requires school districts, including charter schools, to provide nutritious meals for all enrolled students. Vibrant Minds Charter School does not have adequate facilities to provide meal service to their students.

Current Consideration:
This one-year agreement to provide meals to Vibrant Minds Charter School generates revenue from meals served and provides a community service. Services will be provided July 1, 2023, through June 30, 2024.

Budget Implication:
This agreement generates revenue from meals served. (Cafeteria Funds)

Action:
The Board of Trustees approved the agreement with Vibrant Minds Charter School.

10.8 ***Agreements, Transportation***

Background Information:
The Board of Trustees has in past years approved the agreements to provide transportation services to Camp Oasis of Grace Christian School, Greater Anaheim SELPA, Holy Family

Cathedral School, Nation of States Pageant, North Orange County ROP, OCAPICA, Oui-Connect, Saint Norbert Catholic School, Samueli Academy, The Rock Church, Tiger Woods Learning Center, Vibrant Minds Academy, and Zion Lutheran Church.

Current Consideration:
It is in the best interest of the District to provide transportation services to these groups once again. The agreements will be in effect July 1, 2023, through June 30, 2024. Nation of States Pageant's agreement will be in effect June 21, 2023, through June 30, 2024.

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

Action:
The Board of Trustees approved the agreements.

10.9 ***Agreement, Zonar Systems, Inc.***

Background Information:
The transportation department uses Zonar Systems, Inc. for its Global Positioning Systems (GPS) on the school bus fleet. The Board of Trustees has approved the agreement in the past to provide transportation services with GPS systems.

Current Consideration:
It is in the best interest of the District to continue using this vitally important GPS on its fleet of buses. The three-year agreement will be in effect July 1, 2023, through June 30, 2026.

Budget Implication:
The total budget implication will be $31,655. (Transportation Funds)

Action:
The Board of Trustees approved the agreement.

10.10 ***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 2023-24 fiscal year. Services will be provided July 1, 2023, through June 30, 2024.

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

Action:
The Board of Trustees approved the agreement amendment.

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

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

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

Current Consideration:
The District would like to continue to make the Insurance Program available to parents and guardians to purchase for their student(s). The 2023-24 programs and rates remain the same as those of the 2022-23 year which are as follows:

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

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved this item.

10.12 ***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 was requested to approve the premium renewal with PIPS to maintain workers' compensation coverage with limits of $155,000,000, for fiscal year 2023-24.

Budget Implication:
The projected premium renewal is anticipated to be $7,663,773. The projection is 15 percent over the 2022-23 renewal of $6,664,150. (General Fund)

Action:
The Board of Trustees approved the Protected Insurance Program for Schools.

10.13 ***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 2023-24 ReLIEF general liability insurance program provides coverage limits up to $50,000,000, with a $50,000 member retention limit. The ReLIEF property program provides coverage limits up to $500,250,000, with a member retention limit of $25,000. The Board was requested to approve the premium renewal for the liability and property insurance programs for fiscal year 2023-24.

Budget Implication:
The projected premium renewal is expected not to exceed $4,630,837. The projection is 25 percent over the 2022-23 renewal of $3,704,670. (General Fund)

Action:
The Board of Trustees approved the premium renewal for the liability and property insurance programs for fiscal year 2023-24.

10.14 ***Agreement, Orange County Public Safety***

Background Information:
The District has worked with Orange County Public Safety (OCPS) to patrol its facilities during evening, night, weekend hours, and around-the-clock patrols during District holidays. They have thwarted various crimes from actually happening, made arrests, and are proactive with their approach to keeping all of our campuses safe and secure afterhours, as well as during holidays. In addition, they are the first responders for alarm triggers.

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

OCPS also provides, at minimum, detailed weekly reports of incidents that occur on our campuses. They check entry points such as gates, fences, doors, and windows reporting back their findings to inform staff of potential issues.

Full around-the-clock coverage will be provided during holidays, which will allow for higher presence on campuses when school sites are most vulnerable. Additional coverage for Non-Student/Teacher Days will also be included along with a uniformed officer at all scheduled Board of Trustees' meetings.

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

The term of the agreement will be for two years, July 1, 2023, through June 30, 2025. By entering into a two-year agreement, the cost remains unchanged from year-to-year, and will be held firm though the end of the term.

Budget Implication:
The regular monthly fee will be $23,000 for two car patrol services. (General Fund)

An additional $89,700 has been added for special events such as football games, graduation, or other requirements as needed, and may be more or less based on actual usage. (Various Funds)

Action:
The Board of Trustees approved the agreement with Orange County Public Safety pursuant to Government Code (GC) 53060.

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

Background Information:
During the onset of the COVID pandemic, the District purchased HEPA air purification units that were utilized in all classrooms, common areas, and other spaces as needed. These units provide an extra layer of protection for staff and students throughout the District.

Each air purification units contain a HEPA filter, which is recommended to be changed once a year. When the units were initially purchased, the District also purchased enough filters for a complete annual replacement, which was done last school year. The District now has a need to acquire replacement filters for the upcoming school year.

Current Consideration:
Per Public Contract Code (PCC) 20118, a district may acquire various materials, supplies, and equipment by utilizing an existing contract of another public entity, which is commonly known as piggybacking. By piggybacking, the District can take advantage of lower costs through economy-of-scale, and also avoid the time and expense of the public bid process, while fulfilling the District's legal requirements. Staff has analyzed purchasing options for the air filters and it has been determined that the Santa Ana Unified School District Bid 18-22 Air Filter can be utilized to acquire these products from Supply Solutions, Inc.

The Santa Ana Unified School District's bid was set to expire on May 24, 2023, and they decided not extend the option to renew the bid, so the District made the purchase prior to this date to ensure the receipt of discounted pricing, as well as to obtain the filters for summer installations.

Budget Implication:
The total cost is not to exceed $168,900. (ESSER III)

Action:
The Board of Trustees approved the ratification for the purchase of air purification filters utilizing Santa Ana Unified School District Bid 18-22, pursuant to PCC 20118, from Supply Solutions, Inc.

10.16 ***Agreement, AltaMed Health Services Corporation***

Background Information:
Healthy Smiles for Kids of Orange County (HSK) is a community based organization whose mission is to improve the oral health of children in Orange County through collaborative programs directed towards prevention, outreach and education, access to treatment, and advocacy. In February 2020, the Board of Trustees approved an agreement (Prior Agreement) with HSK to provide dental services to District students at several of our schools. As part of the agreement, HSK committed to purchase a mobile dental facility in order to offer a wider variety of services than they were able to provide at the schools. The mobile dental facility was placed at the Trident Education Center (Trident) campus as mutually agreed by the District and HSK. District students enrolled in the North Orange County Regional Occupational Program's dental classes at Trident benefit from the partnership with HSK as they are able to develop their professional skills through supervised participation at the mobile dental facility.

Current Consideration:
Recently, the District was informed that HSK and AltaMed Health Services Corporation (AltaMed), a California nonprofit corporation and federally qualified health center, had entered into an Asset Contribution, Assignment and Transfer Agreement on March 31, 2023, pursuant to which HSK would contribute, transfer and assign to AltaMed its Prior Agreement with the District, including certain assets and operations. Consequently, it is now required that: 1) the Prior Agreement between the District and HSK be terminated; and 2) the District and AltaMed enter into a new agreement with the same or similar services, and terms and conditions. The agreement will commence on June 16, 2023, and will remain in effect for an initial term of five years unless terminated earlier. Following the initial term, the agreement will automatically renew for successive one year periods unless terminated pursuant to the agreement.

Budget Implication:
There is no impact to the District.

Action:
The Board of Trustees approved the agreement with AltaMed.

10.17 ***Ratification of Change Order***

Bid #2023-03, Cambridge Virtual Academy	P.O. #S64A0085
Exterior Signage	
A Good Sign and Graphics Company	
Original Contract	$66,520
Change Order #1	($25,000)
New Contract Value	$41,520

Action:
The Board of Trustees ratified the change order as listed above.

10.18 ***Notice of Completion***

Bid #2023-03, Cambridge Virtual Academy	P.O. #S64A0085
Exterior Signage	
A Good Sign and Graphics Company	
Original Contract	$66,520
Contract Changes	($25,000)
Total Amount Paid	$41,520

Action:
The Board of Trustees authorized the assistant superintendent, Business to accept Bid #2023-03 as complete, and authorized the filing of the notice of completion with the Office of the County Recorder.

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

Current Consideration:
With the current agreement set to expire on June 30, 2023, 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, 2024.

Budget Implication:
The agreement will be increased by $2,000,000, for a total cost not to exceed $7,200,000, through June 30, 2024. 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)

Action:
The Board of Trustees approved the agreement amendment.

10.20 ***Agreement Amendment, Eide Bailly, LLP***

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

Current Consideration:
With the current agreement set to expire on June 30, 2023, 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, 2024.

Budget Implication:
The agreement amendment will remain at a total cost not to exceed $75,000, but extended through June 30, 2024. It will be based on Eide Bailly's original audit services cost of $6,000 per project, plus incidental costs. (Facilities Funds and/or other funds as appropriate)

Action:
The Board of Trustees approved the agreement amendment.

10.21 ***Agreement Amendment, Environmental Network Corporation***

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

Current Consideration:
The District has an interest in continuing to utilize the services provided by ENCORP. ENCORP's current agreement is set to expire on June 30, 2023. Staff wishes to amend the agreement with ENCORP for services through June 30, 2024. ENCORP provides quality service and value through their expertise, as well as experience working with the District.

Budget Implication:
The agreement will be increased by $100,000, for a total not to exceed $300,000 for required EPA/AHERA inspections and reports; and $200,000 for a total not to exceed of $700,000 for hazardous material abatement consulting services. (Maintenance Funds, Routine Restricted Maintenance Funds, Measure H Funds, Facilities Funds, ESSER, and/or other funds as appropriate).

Action:
The Board of Trustees approved the agreement amendment.

10.22 ***Agreement Amendment, The Solis Group***

Background Information:
The Solis Group has been providing project labor administration and compliance services to assist the District with the projects covered under the Community Benefits Agreement (CBA). The terms of the CBA require that the District actively administer and enforce the obligations of the agreement by designating a project labor coordinator from either its own staff or an independent entity acting on behalf of the District, to monitor full compliance with the CBA. In 2018, The Solis Group was approved by the Board of Trustees to be the District's CBA administrator.

Current Consideration:
The District has an interest in continuing to utilize the services provided by The Solis Group. There is currently a project under construction that requires project labor administration. The agreement will be signed following Board approval.

Budget Implication:
The agreement will be increased by $40,000, for a total cost not to exceed $390,000 through September 30, 2024. The agreement amendment will be based on 1) The Solis Group's original service fee schedule; and 2) the terms and conditions of the original agreement. (General Fund)

Action:
The Board of Trustees approved the agreement amendment.

10.23 ***Agreement Amendment, Knowland Construction Services***

Background Information:
Knowland Construction Services (Knowland) has been providing Division of the State Architect (DSA) inspector of record, and related services for the District. These services are necessary for public works construction, and other renovation projects. The Board of Trustees approved an agreement with Knowland on June 18, 2020.

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

Budget Implication:
The agreement will be increased by $350,000, for a total cost not to exceed $1,350,000, through January 31, 2024. The agreement amendment will be based on 1) Knowlands' service fee schedule; and 2) the terms and conditions of the original agreement. (Measure H Funds, Maintenance Funds, ESSER Funds, Facilities Funds, and/or other funds as appropriate).

Action:
The Board of Trustees approved the agreement amendment.

10.24 ***Agreement, Tao Rossini, A Professional Corporation***

Background Information:
The District, at times, requires the services of outside legal counsel to provide services for facilities related matters. The District utilizes the Orange County Department of Education's counsel for legal services, but sometimes there are requirements that are outside the scope of the services and expertise they typically provide to the District. In these circumstances, outside counsel is recommended and utilized.

Current Consideration:
The District desires to enter into an agreement with Tao Rossini, A Professional Corporation, for legal consultation and services related to facilities matters starting July 1, 2023, through June 30, 2025.

Budget Implication:
Services provided pursuant the agreement will be based on an hourly rate, for a total not to exceed $60,000. (Measure H, Developer Fees Fund, Maintenance Fund, General Fund, and/or other funds as appropriate)

Action:
The Board of Trustees approved the agreement.

10.25 ***Declaring Certain Furniture and Equipment as Unusable, Obsolete, and/or Out-of-Date, and Ready for Sale or Destruction***

Action:
The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorized proper disposal in accordance with Education Code Section 17545 or 17546.

10.26 ***Declaring Certain Textbooks and Instructional Materials as Unusable, Obsolete, and/or Out-of-Date, Damaged, and Ready for Sale or Destruction***

Action:
The Board of Trustees approved the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as surplus, as well as authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

10.27 ***Donations***

Action:
The Board of Trustees accepted the donations as submitted.

On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees ratified items 10.28 and 10.29 with the following vote.

Ayes: Trustees Guerrero, Piercy, Smith, and Randle-Trejo
Abstain: Trustee O'Neal

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

Action:
The Board of Trustees ratified the reports April 25, 2023, through June 5, 2023.

10.29 ***Check Register/Warrants Report***

Action:
The Board of Trustees ratified the report April 25, 2023, through June 5, 2023.

10.30 **SUPPLEMENTAL INFORMATION**

10.30.1 ASB Fund, January 2023

10.30.2 Cafeteria Fund, March 2023

10.30.3 Enrollment, Month 9

EDUCATIONAL SERVICES

10.31 ***Revised Administrative Regulation 71106-R, Graduation Requirements (Waiver Form)***

Background Information:
The current version of Board Policy 71106, Graduation Requirements (Waiver Form), was adopted in November 1993. The policy sets forth the general parameters for waivers from District graduation requirements consistent with sound educational principles and state minimum guidelines and Education Code requirements, taking into account limitations due to physical and mental disability, as well as special problems beyond the control of the pupil or parents/guardians.

Current Consideration:
To ensure clarity, particularly around continuing impacts of the coronavirus pandemic on District students and families, revised Administrative Regulation 71106-R expressly incorporates the language and principles of Board Policy 71106.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board reviewed revised Administrative Regulation 71106, Graduation Requirements (Waiver Form).

10.32 ***Implementation Agreement, Advancement Via Individual Determination (AVID) Center***

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

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

Current Consideration:
The yearly fee for Anaheim, Katella, Loara, Savanna, and Western high schools, Oxford Academy, as well as Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools, covers all AVID materials, AVID District Leadership Professional Learning, and AVID weekly resources. Services will be provided July 1, 2023, through June 30, 2024.

Budget Implication:
The total cost is not to exceed $56,208. (Title I and Title II Site Funds)

Action:
The Board of Trustees approved the agreement.

10.33 ***Agreement, UCLA College of Letters and Science, Physical Sciences, Department of Statistics***

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 Framework. One of the courses that the Math Task Force decided to offer for the 2022-23 year was Introduction to Data Science (IDS). The course was offered at three high schools: Cypress High School, Loara High School, and Savanna High School.

Current Consideration:
Based on student interest two additional high schools, Magnolia High School and Katella High School, are planning to offer the Introduction to Data Science course for the 2023-24 year. The agreement for the 2023-24 year includes the required year one professional development and training for the new teachers from Magnolia High School and Katella High School, the required final year of professional development and training for the three teachers at Cypress High School, Loara High School, and Savanna High School, technology access and support for all five teachers, as well as access to the online curriculum and platform for all students. Services are being provided June 1, 2023, through June 30, 2024.

Budget Implication:
The total estimated amount of the expenditures is $43,560. (General Fund)

Action:
The Board of Trustees ratified the agreement.

10.34 ***Amendment, Consulting Agreement, Vital Link***

Background Information:
For the past 18 years, the District has partnered with Vital Link as it facilitated Career Technical Education (CTE) advisory boards and provided students with industry-related field trips and competitions. Vital Link has coordinated and facilitated the industry panels and activities for the following industry pathways: Arts, Media and Entertainment; Business and Finance; Construction; Culinary Arts; Education; Engineering and Design; Health Science and Medical Technology; Information and Communication Technology; Marketing, Sales, and Services; Manufacturing and Product Design; Public Services; as well as Transportation. Vital Link has also coordinated the District's annual College and Career Fair.

Current Consideration:
The District would like to amend the existing consulting agreement with Vital Link to increase the funding amount by $25,000, for a total amount not to exceed $75,000. The additional funding is due to increased student participation in career-related field trips and competitions provided through Vital Link. All other terms and conditions remain intact.

Budget Implication:
The previous total amount was not to exceed $50,000. The new requested amount is not to exceed $75,000. (Strong Workforce Grant Funding)

Action:
The Board of Trustees approved the amendment.

10.35 ***Agreement, CaliforniansForAll Youth Workforce Development Grant***

Background Information:
Authorized through the Federal Serve America Act (2009) and Executive Order S-24-06, California Volunteers is the State Service Commission for California, and is responsible for administering the CaliforniansForAll Youth Jobs Corps Program, which is a partnership between the State of California and local governments to help underserved youth find employment. The City of Anaheim submitted an application and received grant funds from the CaliforniansForAll Youth Workforce Development Grant (Grant).

Current Consideration:
The City of Anaheim and the District would like to enter into an agreement so that the District may receive a subgrant of the proceeds from the Grant. The subgrant will provide funding for teacher supervision of the students employed under this grant, as well as supplies for the student projects. Services will be provided June 15, 2023, through April 30, 2024.

Budget Implication:
The District will receive up to $35,000 in funding from this subgrant.

Action:
The Board of Trustees approved the grant.

10.36 ***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.

Action:
The Board of Trustees approved the amendment.

10.37 ***Agreement, National Student Clearinghouse***

Background Information:
The StudentTracker service was specifically designed to allow high schools and districts a comprehensive look into the enrollment, persistence, and completion of their alumni in

postsecondary education. StudentTracker does not survey students, but tracks them based on enrollment details reported directly to the National Student Clearinghouse by postsecondary institutions. Currently, over 3,500 postsecondary schools including public, private, and technical schools, report their enrollment details to the National Student Clearinghouse.

Current Consideration:
The District does not presently have a comprehensive system in place to effectively provide data on our graduates beyond 12th grade. The contract will enable the District to submit up to eight years of graduates for analysis and tracking. Updated enrollment reports are provided in the fall, spring, and summer of the contract year. Services are being provided, June 1, 2022, and will continue until the District provides written notification of its termination.

Budget Implication:
Services will be provided at a cost not to exceed $6,000 per year. (LCFF Funds)

Action:
The Board of Trustees ratified the agreement.

10.38 ***Amendment, Educational Consulting Agreement, Language Network, Inc.***

Background Information:
The Plurilingual Services provides translation and interpretation services via employed translator/interpreters in Spanish, Korean, and Vietnamese. There are many families, however, who speak languages that the District is not able to support. These families require periodic translation and/or interpretation services in many different languages, to assist with health, safety, and mandated educational issues.

Current Consideration:
An amendment was requested due to an increase in requests for interpretation and translation services for other languages. The original and additional amounts requested were expended for the 2022-23 year. All other terms and conditions remain intact.

Budget Implication:
An additional $25,000 was requested to cover the costs incurred for these as-needed services. The amended total cost is not to exceed $75,000. (LCFF Funds)

Action:
The Board of Trustees approved the amendment.

10.39 ***Order Form, Liminex, Inc. dba GoGuardian (Pear Deck)***

Background Information:
The District originally purchased the licensing for the Pear Deck application to augment the online learning experience for teachers and students. During 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 2022-23 year, the District reviewed application use by application analytics and staff feedback. Information was gathered from 566 employees, including 508 teachers to identify which applications to renew. GoGuardian serves as the classroom management system for teachers. Services will be provided July 1, 2023, through June 30, 2024.

Budget Implication:
The total cost for these services is not to exceed $88,753.29. (LCFF Funds)

Action:
The Board of Trustees approved the order form.

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

Background Information:
The District purchased Padlet licensing to augment the online learning experience for teachers and students. During 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 2022-23 year, the District reviewed application use by application analytics and staff feedback. Information was gathered from 566 employees, including 508 teachers to identify which applications to renew. Services will be provided August 15, 2023, through August 15, 2024.

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

Action:
The Board of Trustees approved the quote.

10.41 ***Quote, Nearpod, Inc.***

Background Information:
The District purchased Nearpod licensing to augment the online learning experience for teachers and students. During 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 2022-23 year, the District reviewed application use by application analytics and staff feedback. Information was gathered from 566 employees, including 508 teachers to identify which applications to renew. Nearpod serves as the interactive presentation system for teachers and for students. Services will be provided July 1, 2023, through June 30, 2024.

Budget Implication:
The total cost for services is not to exceed $116,143.07. (LCFF Funds)

Action:
The Board of Trustees approved the quote.

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

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

Current Consideration:
Internet services will be provided by Orange County Superintendent of Schools to the District, up to 10 gigabits per second (gbps), at no cost in the event CENIC is not funded. The contingency services cover July 1, 2023, through June 30, 2024.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the agreement.

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

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

Current Consideration:
Intranet and cybersecurity services will be provided through the Orange County Superintendent of Schools. Network services consist of OCDE support for payroll, financial, human resources, imaging, cloud storage, as well as time and attendance. Cybersecurity services consist of security awareness training, security assessments, security program road mapping, security program document development, vulnerability assessments, and security testing. The District requested OCDE upgrade its connection from 10gbps to 20gbps and OCDE has agreed to do so at no additional cost. Services will be provided July 1, 2023, through June 30, 2024.

Budget Implication:
The total cost for these services is not to exceed $12,600. (General Fund)

Action:
The Board of Trustees approved the agreement.

10.44 ***Agreement, Ellevation***

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

Current Consideration:
Ellevation Platform provides District administrators, school leaders, and classroom teachers with transparent data to support Plurilingual Students, as well as digital workflow tools to enhance program management. With Ellevation, the District will be able to oversee the entire program in a one-stop-shop, streamline progress monitoring, efficiently reclassify students, gather teacher feedback, centralize newcomer intake, target support for LTELs, generate Title III parent letters, track services and interventions, as well as collaborate on student English Language Development (ELD). Services will be provided July 1, 2023, through June 30, 2024.

Budget Implication:
Services will be provided at a cost not to exceed $66,975. (Title III Funds)

Action:
The Board of Trustees approved the agreement.

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

Background Information:
The District operates several unique special education programs that are not available in some local school districts. School districts may enter agreements to provide services to special education students 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 10, 2022, through June 30, 2023.

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

Action:
The Board of Trustees ratified the MOU between the District and GGUSD.

10.46 ***Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA) with ABC Unified School District***

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

Current Consideration:
ABC Unified School District (ABCUSD) has requested to enter into a memorandum of understanding (MOU) with the District permitting students from ABCUSD to be enrolled in specialized programs understanding operated by the District. The MOU for placing special education students from ABCUSD in the District programs was presented to the Board of Trustees for consideration of approval. Services are being provided August 10, 2022, through June 30, 2023.

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

Action:
The Board of Trustees ratified the MOU between the District and ABCUSD.

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

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

Current Consideration:
Placentia-Yorba Linda Unified School District (PLYUSD) has requested to enter into a memorandum of understanding (MOU) with the District permitting students from PLYUSD to be enrolled in specialized programs understanding operated by the District. The MOU for placing special education students from PLYUSD in the District programs is presented to the Board of Trustees for consideration of approval. Services are being provided August 10, 2022, through June 30, 2023.

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

Action:
The Board of Trustees ratified the MOU between the District and PLYUSD.

10.48 ***Instructional Materials Submitted for Adoption***

The Instructional Materials Review Committee has recommended the selected materials for special education and world languages courses. The books have been made available for public view.

Action:
The Board of Trustees adopted the selected materials.

10.49 ***California Interscholastic Federation (CIF) League 2023-24 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, 2023. 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.

Action:
The Board of Trustees approved the list.

10.50 ***Individual Service Contracts***

Action:
The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

10.51 ***Field Trip Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

HUMAN RESOURCES

10.52 ***Agreement, Parker & Covert, LLP***

Background Information:
Parker & Covert, LLP provide specific legal consultation and services, which are not provided by attorneys at the Orange County Department of Education. Attorneys at Parker & Covert, LLP specialize in employment law, personnel, negotiations, and labor relations. The District has had an agreement in place with Parker & Cover, LLP, since 2011.

Current Consideration:
Services will be provided July 1, 2023, through June 30, 2025, on an as-needed basis.

Budget Implication:
The total cost of the two-year agreement is not to exceed $275,000. (General Fund)

Action:
The Board of Trustees approved the agreement.

10.53 ***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, 2023, through June 30, 2024. 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)

Action:
The Board of Trustees approved the agreement.

10.54 ***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, 2023, through June 30, 2024, on an as-needed basis.

Budget Implication:
The total cost is not to exceed $250,000. (General Fund)

Action:
The Board of Trustees approved the agreement.

10.55 ***2022-2023 Employee Salary Schedules***

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

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

Current Consideration:
Adopt modifications to the salary schedules for the Administration, American Federation of State, County, and Municipal Employees (AFSCME), and California School Employee Association (CSEA) employee groups.

The proposed modifications include the following:

- Administration: Establishment of Director of Arts based on recommendations approved at the Personnel Commission meeting on May 9, 2023.
- AFSCME: Establishment of Agricultural Specialist based on recommendations approved at the Personnel Commission meeting on March 14, 2023.
- CSEA: Range increase for the Campus Safety Aide based on recommendations approved at the Personnel Commission meeting on April 18, 2023.

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.

Action:
The Board of Trustees adopted the revised salary schedules for the Administration, AFSCME, and CSEA employee groups as submitted.

10.56 ***Long-Term Substitute Teacher Pay Increase***

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

Current Consideration:
On December 13, 2022, the Board of Trustees approved a temporary increase to the daily long-term rate for substitute teachers in our District to $200. The proposal is to extend the increase to the daily rate of pay for long-term substitutes through the 2023-24 year, making the rate effective through May 24, 2024.

Budget Implication:
Based on the average costs of substitute teachers for the past three years, the total increase of the sub rate, plus benefits in the 2023-24 year would be 107,988. However, it is expected that considering the reduced amount of extra teacher pay used to fill the unfilled assignments, this number would be reduced significantly.

Action:
The Board of Trustees approved to extend the increase of the long-term substitute teacher pay.

10.57 ***Certificated Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

10.58 ***Classified Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

10.59 ***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, 2023, through June 30, 2024. (General Fund)

Action:
The Board of Trustees approved the agreement.

10.60 ***Public Disclosure of Employment Agreements with the Superintendent, Assistant Superintendents, and District Counsel***

Background Information:
On May 4, 2023, the Board of Trustees approved the employment agreements with the superintendent, assistant superintendents of Educational Services, Human Resources, and Business Services; and District counsel, extending the agreements through June 30, 2027, and setting a mileage allowance of $216 per month, to align with certificated directors, senior high principals, coordinators, and the public information manager.

Current Consideration:
This item is to publicly disclose the employment agreement with the superintendent, assistant superintendents, and District counsel.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the employment agreements.

10.61 ***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 2023-24 year is not to exceed $250. (General Fund)

Action:
The Board of Trustees approved the membership.

10.62 ***Conferences and/or Meetings***

It was recommended that the Board of Trustees approve the attendance to the following conferences for the superintendent and/or Board members with payment of necessary expenses (registration, travel, hotel, parking, taxi, etc.)

2023 NCCEP/GEAR UP Annual Conference, July 16, 2023, through July 19, 2023, San Francisco, CA, at a cost not to exceed $2,200. Registration will be paid by GEAR UP. (General Fund)

Action:
The Board of Trustees approved for the superintendent and/or Board of Trustees to attend the conference.

10.63 ***Board of Trustees' Meeting Minutes***

May 4, 2023, Regular Meeting

Action:
The Board of Trustees approved the minutes as submitted.

11. SUPERINTENDENT AND STAFF REPORT

Superintendent Matsuda reported that three AUHSD students were selected to be a part of the National Healthy Schools Collaborative Youth Council by Kaiser Permanente.

Dr. Fried shared he and a group of AUHSD staff travelled to Surrey School District to observe and collaborate.

Dr. Nien stated she attended the Cypress Police Department Open House, Anaheim State of the City, and presented at the City of Cypress Council Meeting.

Mr. Widell acknowledged that this is the first year of officially celebrating Juneteenth and wished everyone a good day of reflection.

Mr. Saldivar shared he attended a National Community School and Engagement Conference in Philadelphia, along with representatives from the District's 13 community schools.

12. BOARD OF TRUSTEES' REPORT

Trustee Guerrero reported she attended the California Civic Showcase at the Nixon Library, Sycamore Junior High School's Capstone Interviews, Classified Employee of the Year Awards, CABE Seal of Excellence Recognition for Anaheim High School, Retirement Tea, Dual Language Academy at Anaheim High School, UCI School of Education Gala honoring Superintendent Matsuda, as well as the graduations. She thanked all the staff who made the graduations possible.

Trustee Piercy indicated she attended the Insurance Committee Meeting, Measure H Meeting at Western High School, Breakfast with Sharon Quirk-Silva event, Lexington Choir Show, Retirement Tea, Classified Employee of the Year Awards, graduations, City of Buena Park Liaison Meeting, CSBA Budget Revision, and visited Orangeview Junior High School.

Trustee Smith said she attended the graduations and expressed they were remarkably well done, as well shared her gratitude for the work staff does every day.

Trustee Randle-Trejo stated she attended two ROP Board Meetings, Retirement Tea, Classified Employee of the Year Awards, California Civic Showcase at the Nixon Library, Opera Field Trip with Gilbert High School students, and graduations. She thanked staff for their work on all the graduations.

Trustee O'Neal reported he attended two ROP Board Meetings, Ball Junior High School's Capstone Interviews, Choir Show at Kennedy High School, Classified Employee of the Year Awards, Retirement Tea, PTA Honorary Service Awards Dinner, Senior Awards Night at Kennedy High School, UCI School of Education Gala honoring Superintendent Matsuda, and the graduations. He also acknowledged staff for their work on the graduations.

13. **ADVANCE PLANNING**

13.1 ***Future Meeting Dates***

The next meeting of the Board of Trustees will be held on Thursday, July 20, 2023, at 6:00 p.m.

Thursday, August 10
Thursday, September 14
Thursday, October 12
Thursday, November 16
Thursday, December 14

13.2 ***Suggested Agenda Items***

14. **ADJOURNMENT**

On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 7:29 p.m.

Approved _____
Clerk, Board of Trustees