# 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: August 4, 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 10<sup>th</sup> day of August 2023

Individuals requesting interpretation should contact the executive assistant to the superintendent at morales\_p@auhsd.us by 5:00 p.m. on Tuesday, August 8, 2023, to allow reasonable arrangement to ensure interpretation services.

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

Michael B. Matsuda Superintendent

Michael B Matsula

# 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, August 10, 2023 Closed Session-3:30 p.m. Regular Meeting-6:00 p.m.

As a courtesy to the community, members of the public may observe the meeting by livestream on the District's YouTube channel at

https://bit.ly/2KEiCDA.

Individuals requesting interpretation should contact the executive assistant to the superintendent at morales\_p@auhsd.us by 5:00 p.m. on Tuesday, August 8, 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, August 8, 2023, to allow for reasonable arrangements to ensure accessibility to the meeting.

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

#### 1. CALL TO ORDER-ROLL CALL

**ACTION ITEM** 

#### 2. **ADOPTION OF AGENDA**

**ACTION ITEM** 

# 3. **PUBLIC COMMENTS, CLOSED SESSION ITEMS**

**INFORMATION ITEM** 

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

#### 4. **CLOSED SESSION**

**ACTION/INFORMATION ITEMS** 

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

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

- 4.2 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (Orange County Superior Court Case No. 30-2020-01148065-CU-PO-CJC).
- 4.3 To consider matters pursuant to Government Code Section 54956.9(d)(2): Conference with legal counsel, existing litigation (OAH Case No. 2023040723).
- 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 54957: Public employee discipline/dismissal/release, HR-2023-24-01. **[CONFIDENTIAL]**

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

# 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. **RECOGNITION** INFORMATION ITEM

# Kaiser Permanente, Orange County Surgical Services

The Board of Trustees will recognize Kaiser Permanente's Orange County Surgical Services for providing scholarships in the amount of \$2,000 each to five District students. This scholarship was created as a result of students' participation in the AIME Career Mentoring Series with Kaiser Permanente. Kaiser Permanente's Orange County Surgical Services has provided a total of \$10,000 in scholarships to District students.

# 7. REPORTS INFORMATION ITEMS

#### 7.1 **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.

#### 7.2 **Reports of Associations**

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

# 7.3 Parent Teacher Student Association (PTSA) Report

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

# 8. **PUBLIC COMMENTS, OPEN SESSION ITEMS**

INFORMATION ITEM

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

#### 9. ITEMS OF BUSINESS

#### **EDUCATIONAL SERVICES**

# 9.1 School-Sponsored Student Organizations

**ACTION ITEM** 

#### Background Information:

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

#### <u>Current Consideration:</u>

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

# 9.1.1 Crochet Club, Kennedy High School [EXHIBIT A]

9.1.2 Visual Arts Club, Kennedy High School [EXHIBIT B]

# **Budget Implication:**

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

#### Staff Recommendation:

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

#### **RESOLUTIONS**

# 9.2 <u>Resolution No. 2022/23-E-03, Commitment to Diversity, Equity, and Inclusion</u> (Roll Call Vote) ACTION ITEM

#### 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 diversity, equity, as well as inclusion for all students and staff alike.

#### Current Consideration:

This resolution pledges the Board's continued commitment to the principles of diversity, equity, and inclusion, for all students and staff, through their integration into the culture, curriculum, policies, programs, operations, as well as practices of the District; stands firmly against all acts of individual and systemic racism, discrimination, and harassment, whether based on disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or other protected characteristics; and renews the District's designation as a District of Kindness and Compassion, as first proclaimed in Resolution No. 2014/15-E-16.

# **Budget Implication:**

There is no impact to the budget.

# **Staff Recommendation:**

It is recommended that the Board of Trustees adopt Resolution No. 2022/23-E-03, by a roll call vote. **[EXHIBIT C]** 

#### **EDUCATIONAL SERVICES**

# 9.3 <u>Revised Board Policy 71105 (6146.1), High School</u> <u>ACTION/INFORMATION ITEM</u> <u>Graduation Requirements, Second Reading</u>

#### 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 second reading of revised Board Policy 71105 (6146.1).

# **Budget Implication:**

There is no impact to the budget.

#### **Staff Recommendation:**

It is recommended that the Board of Trustees review and/or approve Board Policy 71105 (6146.1). **[EXHIBIT D]** 

#### 9.4 Licensing Agreement, Lumicend

**ACTION ITEM** 

#### Background Information:

The United States Student and Exchange Visitor Program authorizes the District to enroll international students with an F-1 Visa to study at a District school for one year on a tuition basis. As part of its commitment to grow its international programs, which create exchanges exposing both the international students and District students to different cultures and experiences, the District commissioned a comprehensive analysis of international market opportunities in Asia for the District's international program, including an analysis of the Asian market, opportunities, the international education program, as well as the feeder school program for the District's international program.

#### Current Consideration:

Based on the feasibility study and analysis, it is recommended that the District work with a third party to facilitate non-exclusive partnerships with international schools to expand the District's F-1 Visa program. The third party will receive a license to use the name, trademarks, logos, trade dress, as well as other intellectual property of the District for the purpose of establishing and operating international schools and/or programs in Asia. Lumicend is an educational organization committed to expanding its educational offerings and desires to establish overseas international schools and/or programs based on the principles, as well as educational programs of District schools, including, but not limited to, Oxford Academy.

#### **Budget Implication:**

The District will receive licensing fees as set forth in the agreement, as well as future F-1 Visa tuition for international student enrollment.

# **Staff Recommendation:**

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

# 9.5 <u>Community Schools Service Provide Agreement, Serve the People</u> ACTION ITEM Community Health Center

#### Background Information:

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

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

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

#### **Current Consideration:**

This program will provide community-based support services to students to address medical, vision, and dental health services. Services will be provided August 11, 2023, through August 31, 2024.

# Budget Implication:

There is no impact to the budget.

#### Staff Recommendation:

It is recommended that the Board of Trustees approve the community schools service provider agreement. **[EXHIBIT F]** 

# 9.6 <u>Independent Contractor Agreement, Justin Drisdelle</u>

**ACTION ITEM** 

#### Background Information:

Mr. Drisdelle has established a national reputation as a brass artist and educator. He is recognized in the professional musical community as a lead trumpet player of the highest quality and has played countless professional shows and concerts.

#### **Current Consideration:**

Contractor performed as a trumpet player in support of the 2023 AUHSD Summer Arts Academy Musical. Consultant provided professional-level coaching to members of the brass section of the Summer Arts Academy Pit Orchestra and performed sections of the musical score, which require a professional-level musician due to technical and demanding nature of the music. Services were provided June 26, 2023, through July 1, 2023.

#### **Budget Implication:**

The cost of services is not to exceed \$1,000. (Title IV Funds)

#### Staff Recommendation:

It is recommended that the Board of Trustees ratify the independent contractor agreement. **[EXHIBIT G]** 

# 9.7 Independent Contractor Agreement, Neal Taylor

**ACTION ITEM** 

#### **Background Information:**

Mr. Taylor has established a strong reputation as a church organist and as a keyboardist for musical theater and show choir productions across Southern California. He has performed in professional productions with Laguna Playhouse and has been active as a contractor with scholastic performing groups for more than 30 years.

#### **Current Consideration:**

Contractor performed as a keyboard player in support of the 2023 AUHSD Summer Arts Academy Musical. Consultant provided professional-level coaching to members of the

rhythm section of the Summer Arts Academy Pit Orchestra and performed sections of the musical score, which require a professional-level musician due to technical and demanding nature of the music. Services were provided June 26, 2023, through July 1, 2023.

#### Budget Implication:

The cost of services is not to exceed \$1,000. (Title IV Funds)

#### Staff Recommendation:

It is recommended that the Board of Trustees ratify the independent contractor agreement. **[EXHIBIT H]** 

#### SUPERINTENDENT'S OFFICE

# 9.8 <u>Revised Board Policy 6203.1 (9270), Conflict of Interest,</u> INFORMATION ITEM <u>First Reading</u>

#### Background Information:

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

#### <u>Current Consideration:</u>

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

#### **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 of Trustees review the revised policy. **[EXHIBIT I]** 

#### 10. **CONSENT CALENDAR**

**ACTION ITEM** 

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

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

#### **BUSINESS SERVICES**

#### 10.1 Agreement, Bickmore Actuarial

#### Background Information:

As a self-insured public agency for its liability insurance program, the District is required to perform an actuarial study per Governmental Accounting Standards Board (GASB) 10. GASB 10 addresses the accounting and reporting requirements for risk financing and insurance-related activities of governmental entities.

#### Current Consideration:

The District desires to enter into an agreement with Bickmore Actuarial to provide actuarial services of its self-insured liability insurance program, August 1, 2023, through July 31, 2026. The study will provide an estimate of outstanding liabilities, projection of loss costs, investment income, and cash flow requirements for future separate years.

#### **Budget Implication:**

The total cost for the three-year contract is expected not to exceed \$14,000. (General Fund)

#### **Staff Recommendation:**

It is recommended that the Board of Trustees ratify this agreement. [EXHIBIT J]

# 10.2 <u>Ratification Lease-Leaseback Agreement, Byrom-Davey, Inc., Various Marquees</u> and District Office Security Fencing Project-RFP #2022-28

#### Background Information:

Staff is using the Lease-Leaseback (LLB) delivery method to procure construction for Various Marquees and the District Office Security Fencing 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 #2022-28 inviting contractors to submit qualifications and proposals to perform the work associated with the subject project, and for preconstruction services. After a review of the submitted qualifications and proposals, as well as interviews of shortlisted firms, staff recommended to the Board of Trustees (Board) the selection of Byrom-Davey, Inc. as the LLB contractor for this project.

Byrom-Davey, Inc. competitively bid the subcontractor packages to various companies, and has identified the subcontractors they plan to use on the project. Staff has negotiated the LLB agreement, which includes the guaranteed maximum price (GMP) and contingencies, pursuant to the terms indicated in the forms of the LLB contract documents previously approved by the Board. The assistant superintendent, Business, under the Board approved delegation of authority, has entered into the LLB agreement with Byrom-Davey, Inc. The agreement is subject to ratification by the Board.

#### **Budget Implication:**

The final LLB Agreement, which includes the GMP and associated contingencies, and the preconstruction services agreement, will not exceed \$4,851,439. The total project cost

including District contingencies and allowances will not exceed \$4,996,982. (Measure H Funds and/or other funds as appropriate)

# **Staff Recommendation:**

It is recommended that the Board ratify the preconstruction services agreement, and the LLB agreement with Byrom-Davey, Inc.

# 10.3 **Ratification of Change Orders**

| Bid #2021-01, Sycamore Junior High School<br>Site Improvements and Modernization<br>Miller Construction Co., Inc. | P.O. #P64A0198                                       |
|---|--|
| Original Contract Change Order #1 [EXHIBIT K] New Contract Value  | \$12,545,000.00<br>\$(168,909.30)<br>\$12,376,090.70 |
| Bid #2021-01, Ball Junior High School<br>Site Improvements and Modernization<br>Miller Construction Co., Inc.     | P.O. #P64A0198                                       |
| Original Contract Change Order #1 [EXHIBIT L] New Contract Value  | \$8,975,000.00<br>\$(259,025.11)<br>\$8,715,974.89   |
| Bid #2023-29, Districtwide<br>Classroom Repairs-Abatement<br>Quality Environmental, Inc.                          | P.O. #S64A0293                                       |
| Original Contract Change Order #1 [EXHIBIT M] New Contract Value  | \$103,000<br>\$(10,500)<br>\$92,500                  |

# **Staff Recommendation:**

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

# 10.4 Notices of Completion

| Bid #2021-01, Sycamore Junior High School<br>Site Improvements and Modernization<br>Miller Construction | P.O. #P64A0198                                       |
|---|--|
| Original Contract Contract Changes Total Amount Paid  | \$12,545,000.00<br>\$(168,909.30)<br>\$12,376,090.70 |
| Bid #2021-01, Ball Junior High School<br>Site Improvements and Modernization<br>Miller Construction     | P.O. #P64A0198                                       |
| Original Contract   | \$8,975,000.00                                       |
| Contract Changes  | \$(259,025.11)                                       |
| Total Amount Paid   | \$8,715,974.89                                       |
| Bid #2023-29, Districtwide<br>Classroom Repairs-Abatement<br>Quality Environmental, Inc.                | P.O. #S64A0293                                       |
| Original Contract   | \$103,000  |

#### Staff Recommendation:

It is recommended that the Board of Trustees authorize the assistant superintendent, Business to accept Bids 2021-01 and 2023-29 as complete, and authorize the filing of the notices of completion with the Office of the County Recorder.

# 10.5 <u>Declaring Certain Furniture and Equipment as Unusable, Obsolete, and/or Out-of-</u> 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 N]** 

# 10.6 <u>Declaring Certain Textbooks and Instructional Materials as Unusable, Obsolete, and/or Out-of-Date, Damaged, and Ready for Sale or Destruction</u>

#### **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 O]

#### 10.7 Purchase Order Detail Report and Change Orders

# Staff Recommendation:

It is recommended that the Board of Trustees ratify the reports July 10, 2023, through July 30, 2023. **[EXHIBITS P and Q]** 

#### 10.8 Check Register/Warrants Report

#### <u>Staff Recommendation</u>:

It is recommended that the Board of Trustees ratify the report July 10, 2023, through July 30, 2023. **[EXHIBIT R]** 

#### 10.9 SUPPLEMENTAL INFORMATION

- 10.9.1 ASB Fund, April, May, and June 2023 [EXHIBITS S, T, and U]
- 10.9.2 Cafeteria Fund, May 2023 [EXHIBIT V]

#### **EDUCATIONAL SERVICES**

# 10.10 Agreement, The Sobel Group, Inc.

#### Background Information:

The Sobel Group, Inc. (TSG) successfully worked with Anaheim Union High School District, Anaheim Police Department, and Anaheim Fire Department staff to prepare the portion of the Anaheim High School's school safety plan that included tactical responses to criminal

incidents. As part of the service, The Sobel Group, Inc. worked with District and school specific personnel to develop a visual map of the tactical response plan as one of the steps used to safeguard pupils and staff in an effort to secure the premises. Several on-site school visits were conducted to collect site specific information and digital imagery. After all data was collected, an electronic report with an electronic usable file was provided by the District and first-responders. A similar process was utilized for Katella High School and Kennedy High School with respective agencies.

# **Current Consideration:**

TSG will consult with the District, the local police department, and the local fire department, as well as provide necessary updates to the portion of the District's school safety plans for Cypress High School and Lexington Junior High School that includes tactical responses to criminal incidents. As part of the service, TSG will consult with the District and school specific personnel to update visual maps of the tactical response plans, which are used as one of the steps to safeguard pupils and staff, secure the affected school premises, and to apprehend the criminal perpetrator or perpetrators. On-site school visits will be conducted to collect site specific information and digital imagery as needed. After all data is collected, TSG will update the school specific report and provide an electronic copy to the District. TSG will also provide additional services as needed. Services will be provided August 11, 2023, through August 10, 2024, with an option for four additional one year terms.

#### **Budget Implication:**

Services will be provided at a cost not to exceed \$45,000. (General Fund)

# Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement with The Sobel Group, Inc. **[EXHIBIT W]** 

#### 10.11 Independent Contractor Agreement, Youth Engage, LLC

#### Background Information:

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

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

#### **Current Consideration:**

Youth Engage, LLC, led by Brian Brady, will oversee the project planning, implementation, and partnership for the K12 AI Deeper Learning Summit in Anaheim. The K12 AI Deeper Learning Summit will be co-hosted by the District, University of California Irvine School of Education, Digital Promise, and aiEDU. Lead funding for this partnership is provided by

Orange County Board of Supervisors. Over 500 educators from around the country are expected to attend and benefit from the event. Services will be provided August 11, 2023, through March 10, 2024.

#### Budget Implication:

The cost of services is not to exceed \$70,000. (General Fund)

#### Staff Recommendation:

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

#### 10.12 Independent Contractor Services Agreement, Vital Link

#### Background Information:

For the past 19 years, the District has partnered with Vital Link as it facilitated Career Technical Education (CTE) advisory boards and provided students with industry-related field trips and competitions. Vital Link has coordinated and facilitated the industry panels and activities for the following industry pathways: Arts, Media and Entertainment; Business and Finance; Construction; Culinary Arts; Education; Engineering and Design; Health Science and Medical Technology; Information and Communication Technology; Marketing, Sales, and Services; Manufacturing and Product Design; Public Services; and Transportation. Vital Link has also coordinated the District's annual College and Career Fair.

#### **Current Consideration:**

Vital Link would like to enter into an Independent Contractor Services Agreement to continue its focus on the expansion of industry involvement in the advisory boards, assist faculty in the development of ongoing industry and educational partnerships, provide field trips and competitions for District students, as well as assist in the coordination of the District's annual College and Career Fair. Services will be provided from August 11, 2023, through June 30, 2024.

#### Budget Implication:

The costs for services are not to exceed \$75,000. (General Fund and/or Grant Funds)

#### Staff Recommendation:

It is recommended that the Board of Trustees approve the Independent Contractor Services Agreement. **[EXHIBIT Y]** 

# 10.13 Joint Powers Agreement, North Orange County ROP (NOCROP)

#### Background Information:

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

#### **Current Consideration:**

North Orange County ROP would like to participate in a Joint Powers Agreement with the District in order to continue to provide Career and Technical Education coursework and career readiness training to District students during the 2023-24 year. Services are being provided July 1, 2023, through June 30, 2024. The agreement will be signed following Board approval.

# **Budget Implication:**

The cost for these as-needed services is not to exceed \$7,751,252. (General Fund and/or Career Technical Education Incentive Grant Funds)

#### Staff Recommendation:

It is recommended that the Board of Trustees ratify the joint powers agreement.

#### [EXHIBIT Z]

# 10.14 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 Anaheim Union High School 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:**

The Language Network provided translation and interpretation services in the 2022-23 year in Farsi, Hindi, Urdu, Tagalog, Punjabi, and Bengali, as well as Mandarin Chinese, and Russian. These services included parent interpretation support in meetings, and the translation of written documents, primarily for Individualized Education Plan (IEP) meetings. It is projected that this demand will continue to increase in the 2023-24 year. Services will be provided August 11, 2023, through August 11, 2024.

#### **Budget Implication:**

The cost for these as-needed services is not to exceed \$90,000. (LCFF Funds)

#### Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement with Language Network, Inc. **[EXHIBIT AA]** 

# 10.15 <u>Amendment Agreement, North Orange County Community College District</u> (NOCCCD) College and Career Access Pathways (CCAP), Dual Enrollment Partnership, Cypress College and Fullerton College

#### Background Information:

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

#### Current Consideration:

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

# **Budget Implication:**

There is no impact to the budget.

#### Staff Recommendation:

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

#### [EXHIBITS BB and CC]

# 10.16 <u>Amendment, Memorandum of Understanding (MOU), Santa Clara County Office of</u> Education, School Health Demonstration

#### Background Information:

The California Department of Education's (CDE) Office of School-Based Health Programs announced that the District has been selected to participate in the School Health Demonstration Project (SHDP) as a Local Educational Agency Pilot Participant. This project will help establish best practices in Medi-Cal reimbursements and other ways local educational agencies (LEAs) can establish sustainable funding streams for essential services that support the mental health and wellness of students, as well as families.

The District was awarded \$100,000 each year, for two calendar years, for a total of \$200,000. The funding shall be used for contracting with a technical assistance agency. Each year, the District can retain \$10,000 to use on activities or resources aligned with expectations of the grant.

The Santa Clara County Office of Education (SCCOE) is the agency that CDE selected as the State Lead LEA Medi-Cal Billing Option Program (BOP) Specialist. SCCOE is charged with offering technical assistance to LEAs that are recipients of the grant.

#### Current Consideration:

An amendment is being requested to reflect an adjustment made to the contract signed at the March 7, 2023, Board meeting. The previously approved contract reflected a total amount not to exceed \$200,000. The new amendment amount is at a total not to exceed \$190,000 to reflect the LEA's request to retain \$10,000 for costs in Year 1.

#### Budget Implication:

There is no impact to the budget.

#### Staff Recommendation:

It is recommended that the Board of Trustees approve the amendment to the MOU.

#### [EXHIBIT DD]

# 10.17 <u>Community Schools Service Provider Agreement, Illumination Institute</u>

# **Background Information:**

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

#### **Current Consideration:**

Illumination Institute will provide professional learning and instructional resources for our educational partners such as teachers, administrators, parents, students, and staff throughout the District. The Illumination Institute professional learning sessions are unique to the specific educational partner and help build capacity around self-control, self-awareness, respect, promoting self-esteem and self-confidence, as well as nurturing the

socioemotional skills that are needed to be successful in a variety of settings. In addition, online resources will be provided for teachers, staff, students, and parents. Services will be provided August 11, 2023, through June 30, 2024.

#### Budget Implication:

The total cost for these services is not to exceed \$58,000. (Expanded Learning Opportunity Grant Funds and LCFF Funds)

#### Staff Recommendation:

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

# 10.18 Agreement, UCLA Campus Life/Community Programs Office

# **Background Information:**

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

#### Current Consideration:

HOPE will partner with Gilbert High School to provide additional support to enrolled students. Services will be provided September 25, 2023, through May 24, 2026. The agreement will be signed after Board approval.

#### **Budget Implication:**

There is no impact to the budget.

#### Staff Recommendation:

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

#### 10.19 Memorandum of Understanding (MOU), Orange County Superintendent of Schools

# **Background Information:**

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3, and 56195.5, the Orange County Department of Education (OCDE) may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

# Current Consideration:

The MOU between the Orange County Superintendent of Schools and the District allows students who live within District boundaries to be placed into county operated special education programs. Placement in county programs occurs if recommended by an Individualized Educational Plan due to the District's inability to meet the student's needs. Services are being provided July 1, 2023, through June 30, 2024. This agreement will be signed following Board approval.

#### **Budget Implication:**

Funds are allocated on an individual student basis. (Special Education Funds)

# Staff Recommendation:

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

# 10.20 Agreement, Paradigm Healthcare Services, LLC

#### Background Information:

Paradigm Healthcare Services, LLC (Paradigm) provides healthcare billing services to school districts, county offices of education, and local education consortia within the state of California. Paradigm provides Medi-Cal billing services, determines Medi-Cal eligibility, and identifies Medi-Cal numbers within the limits imposed by the Department of Health Services (DHS) and county governments. Paradigm also prepares the annual Cost and Reimbursement Comparison Schedule Workbook, in accordance with the claim guidelines approved by DHS, and assists administrative staff with the development, as well submission of the Medi-Cal Administrative Activities (MAA) Operational Plan in accordance with the DHS and MAA operational instructions.

#### **Current Consideration:**

The program generates revenues of which Paradigm will be given an amount not to exceed of 7 percent. The amount of payment to Paradigm is completely dependent upon the revenue generated. MAA and Medi-Cal billing generate revenues that the school district would otherwise not receive, even after the percentage payment to Paradigm for the service it provides. Services are being provided July 1, 2023, through June 30, 2026.

#### **Budget Implication:**

The total costs for these services are not to exceed \$150,000, annually. (Special Education Funds)

#### Staff Recommendation:

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

# 10.21 <u>Agreement Amendment, Industrial Hearing and Pulmonary Management, dba Western Health</u>

#### Background Information:

Hearing and vision screening is mandated in California public schools in kindergarten/first grade, second grade, fifth grade, tenth/eleventh grade, and upon first school entry (California Code of Regulations, Title 17, Section 2952 (c)(1)). Hearing screening in California public schools must be conducted by a credentialed audiometrist. The District has contracted with Industrial Hearing and Pulmonary Management for the past fourteen years to provide this service.

#### <u>Current Consideration</u>:

The District approved a contract with Industrial Hearing and Pulmonary Management, dba Western Health on January 19, 2023. An amendment is being requested to increase the previously approved amount of \$40,000 to \$65,000. This increase is necessary due to the need for additional site visits to complete the student exams. All other terms and conditions remain intact.

#### Budget Implication:

Services are being provided at a total not to exceed \$65,000. (Special Education Funds)

#### Staff Recommendation:

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

# 10.22 Agreement, Vicki Sundgren

#### Background Information:

The District Summer Arts Academy, established in 2019, provides extended learning opportunities in visual and performing arts. Students participate in learning experiences at their school sites that enrich their arts education. Additionally, the summer musical brings together student actors, dancers, instrumentalists, and singers from across the District to perform a full-length musical production.

# Current Consideration:

Vicki Sundgren has established a regional reputation as a recognized authority in theatrical special effects make-up. She provided services supporting the summer musical. Services were provided June 26, 2023, through July 1, 2023.

#### **Budget Implication:**

The total costs for these services are not to exceed \$500. (Title IV Funds)

#### **Staff Recommendation:**

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

# 10.23 Subcontract Agreement Amendment, The Regents of the University of California

#### 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:**

On July 20, 2023, The Board of Trustees approved the Subcontract agreement with The Regents of 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. An amendment is being requested to adjust the subgrantee amount. The District will receive \$63,000 each year as the subgrantee of the CZI grant, which will be used to support staffing costs for the grant. UCI will maintain \$70,333, which will be used to distribute Anaheim Innovative Mentoring Experience scholarships and internships to students and parents at the direction of the District.

#### Budget Implication:

There is no impact to the budget.

#### Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement amendment.

# [EXHIBIT KK]

#### 10.24 Sales and Services Agreement, UCI Science Project

#### Background Information:

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

#### Current Consideration:

The District would like to continue to partner with UCI Science Project to support implementation of NGSS, offer professional development catered to District and site needs, as well as support our science educators in the classroom through lesson studies and sustained partnerships. The partnership will continue to support all science teachers, but will be emphasizing support for the site administrators in the NGSS implementation. UCI Science Project will facilitate an observation protocol in site learning walks to support administrators in what to look for in the science classroom, calibrate observations, and feedback. Services will be provided October 1, 2023, through October 31, 2024. The agreement will be signed following Board approval.

#### **Budget Implication:**

The total costs for these services are not to exceed \$25,080. (LCFF Funds)

#### Staff Recommendation:

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

#### 10.25 Instructional Materials Submitted for Display

The Instructional Materials Review Committee recommended the selected material for display, for courses in science, visual and performing arts, 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, August 10, 2023, through September 14, 2023.

#### Staff Recommendation:

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

#### **HUMAN RESOURCES**

# 10.26 Agreement Amendment, Atkinson, Andelson, Loya, Rudd & Romo, PC

# Background Information:

The Board of Trustees approved an attorney-client retainer agreement with Atkinson, Andelson, Loya, Rudd & Romo, PC (AALRR), on June 16, 2022, for legal services, which are not provided by attorneys at the Orange County Department of Education, July 1, 2022, through June 30, 2023, at a cost not to exceed \$215,000.

#### Current Consideration:

This agreement is for legal services related to Human Resources and staff has determined that an increase to the amount of the agreement by an additional \$30,500, for a total amount not to exceed \$245,500, is needed.

#### **Budget Implication:**

Increase the amount of this agreement by an additional \$30,500. (General Fund)

# Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement amendment to reflect an increase of \$30,500, for a total amount not to exceed \$245,500.

#### 10.27 **Certificated Personnel Report**

#### Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the report as submitted.

# [EXHIBIT NN]

# 10.28 Classified Personnel Report

#### **Staff Recommendation:**

It is recommended that the Board of Trustees approve/ratify the report as submitted.

#### [EXHIBIT OO]

#### SUPERINTENDENT'S OFFICE

#### 10.29 **Board of Trustees' Meeting Minutes**

July 20, 2023, Regular Meeting

#### Staff Recommendation:

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

#### [EXHIBIT PP]

#### 11. SUPERINTENDENT AND STAFF REPORT

**INFORMATION ITEM** 

#### 12. **BOARD OF TRUSTEES' REPORT**

**INFORMATION ITEM** 

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

#### 13. **ADVANCE PLANNING**

**INFORMATION ITEM** 

# 13.1 Future Meeting Dates

The next meeting of the Board of Trustees will be held on Thursday, September 14, 2023, at 6:00 p.m.

Thursday, October 12

Thursday, November 16

Thursday, December 14

#### 13.2 **Suggested Agenda Items**



# Anaheim Union High School District Education Division

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

CLICK AND ENTER DATA

| Scho  | ol:   | Kenned           | y High                                |  | Date of            | f Application:                         | 5/24/202                              | 3            |
|---|---|------------------|---------------------------------------|--|--------------------|--|---------------------------------------|--------------|
| 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: |   |                  |                                       |  |                    |  |                                       |              |
| <ol> <li>The meetings may not interfere with the orderly operation of the school.</li> <li>The meetings must be open to all students without regard to gender, ethnicity, religion or national</li> </ol>   |   |                  |                                       |  |                    |  |                                       |              |
| 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   |   |                  |                                       |  |                    |  |                                       |              |
| 5.  | 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. |                  |                                       |  | pt for the cost of |  |                                       |              |
| To apply for status as a student-initiated, non-curriculum group, complete the following:   |   |                  |                                       |  |                    |  |                                       |              |
|   |   | posed            | group:                                |  |                    |  | · · · · · · · · · · · · · · · · · · · |              |
| Crocn   | et Club   | ,,               | · · · · · · · · · · · · · · · · · · · |  |                    |  |                                       |              |
| Purp  | ose of  | the grou         | ıp (Plea                              | se describe                                  | thoroughly         | ):                                     |                                       | •            |
| The p   | urpose  | of this clu      | b is to all                           | ow students th                               | e place and t      | ime to crochet at s                    | school. We                            | also want to |
| teach   | those w   | /ho don't        | know hov                              | <u>v to crochet bu</u>                       | t want to lear     | n how.                                 |                                       |              |
| -   |   |                  | 4.                                    |  |                    |  |                                       |              |
|   | · · · · · · · · · · · · · · · · · · ·   | of group         | meetin                                | gs:  |                    |  |                                       |              |
| Every   | / two w   | eeks.            | <del> </del>                          |  |                    |  |                                       |              |
| Dron  | aead n  | nooting :        | day fim                               | e and locatio                                | SM!                |  |                                       |              |
| Day:  |   | y two            | Time:                                 | 12:43 -                                      | Location:          | Room 503                               | ,                                     |              |
| Day,  | wee   | · 1              | 111116.                               | 1:01   | Room               | K00M 503                               |                                       |              |
|   | 1   | ing on           |                                       | 1.01   | 503                |  |                                       |              |
|   |   | ust 22           |                                       | 1  |                    |  |                                       |              |
|   |   |                  |                                       |  |                    |  |                                       |              |
| Assessment of safety between  |   | Signature        |                                       | <u>`                                    </u> |                    | ······································ | Date:                                 | 5/24/2023    |
| Printe  | ed Nam  | ie:              | Ann                                   | le Joaquin                                   |                    | ,                                      |                                       |              |
|   |   |                  |                                       |  |                    | ,                                      | T                                     |              |
| •   |   | gnature:         | ,mm1                                  | m T  | Тилт               | Tion                                   | Date:                                 | 5/25/23      |
| Printed Name: Travis Tisor Travis Tisor   |   |                  |                                       |  |                    |  |                                       |              |
| Drino   | inal'a C  | lanatura         | $\neg$                                |  |                    |  | Dotos                                 | Ela Elas     |
|   |   | ignature         |                                       | 20100  | 502                | hu                                     | Date:                                 | 01/01/0-     |
| Printed Name: Seema Sidhu   |   |                  |                                       |  |                    |  |                                       |              |
| Send signed form to #15, Assistant Superintendent/Education, for approval.  |   |                  |                                       |  |                    |  |                                       |              |
|   |   |                  |                                       |  |                    |  |                                       |              |
| 1 / 2   |   |                  |                                       |  |                    |  |                                       |              |
| Assis   | stant Su  | <u>iperinter</u> | ident's S                             | ignature: رِے                                | -Cly               | gree                                   | Date:                                 | 1100165      |
| Dr. Jaron Fried   |   |                  |                                       |  |                    |  |                                       |              |

# Anahelm Union High School District Education Division

# APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION CLICK AND ENTER DATA

| School: John F. Kenned   | ly High School  | Date of Application:   | 5/24/2023                               |                  |  |
|--|---|--|---|------------------|--|
| 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:  |   |  |   |                  |  |
| <ol> <li>The meetings must be</li> <li>School employees may</li> <li>Non-school persons n</li> <li>No school system fun</li> </ol>   | interfere with the orderly op<br>e open to all students witho<br>not promote, lead or partionay not direct, conduct, cords may be spent on behalf | ut regard to gender, ethnic<br>cipate in the meetings.<br>itrol, or regularly attend the | meetings of the                         | student groups.  |  |
| for the group meeting.  To apply for status as a s   |   | riculum group, complete  | the following:                          | Name of proposed |  |
| group:   |   |  |   |                  |  |
| sual Art Club  |   |  |   |                  |  |
| Frequency of group meeti   | ngs:  |  |   |                  |  |
| ce a month   |   |  | ,5°                                     |                  |  |
| Proposed meeting day, tin Day: Start of the month  |   | Location: Room 201   | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |                  |  |
| Applicant's Signature:   | AMegium   |  |   | 00000000         |  |
| Printed Name:  | Ava Marasiga  | n Ava Marasigan  | 5/25                                    | 1/2023           |  |
| Advisor's Signature:   | Dago Q. B   | allego   | Date:                                   | 5-25-23          |  |
| Printed Name:  | José A. E   | sallegos Gall  | egos                                    |                  |  |
| Principal's Signature:   | fell  |  | Sale.                                   | 5-25-2           |  |
| Printed Name:  | Selma<br>Seema Sidhu  | Sidny  | 2000                                    | 05050666666      |  |
| Send sig   | ned form to #15, Assista  | nt Superintendent/Educa  | tion, for approv                        | /al.             |  |
| Assistant Superintendent's   | Signature:  | 120  | Date:                                   | 7/20/22          |  |
| The state of the s | Dr. Jaro  | n Fried  |   | 1/10/13          |  |
| Following approval, the  | ות. jarc<br>completed application w   | ill be returned to the sch   | ool principal.                          |                  |  |

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

#### COMMITMENT TO DIVERSITY, EQUITY, AND INCLUSION

#### **RESOLUTION NO. 2023/24-E-03**

August 10, 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 diversity, equity, and inclusion for all students and staff alike; and

**WHEREAS,** the District is committed to planned, systematic, and effective collaboration, partnership, and open communication with all students, families/guardians, community members, and other District stakeholders through the Community Schools Model and Community Collaboration; and

**WHEREAS,** the Board of Trustees designated the District a District of Kindness and Compassion in Resolution No. 2014/15-E-16; and

**WHEREAS,** Education Code Sections 200 and 201 afford all persons in public schools equal rights and opportunities, free from discrimination and harassment based on disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or other protected characteristics; and

**WHEREAS,** Board Policy 8000 promotes the principle of Equity to improve success opportunities for all students, eliminate barriers, and reduce opportunity gaps between student groups by proactively working to eradicate inequities that perpetuate negative stereotypes about groups of students, marginalize students or staff who seek to disrupt institutional bias, and restrict access to rigorous academic programs; and

**WHEREAS,** Board Policy 8900 strives to provide a safe school environment that allows all students equal access and opportunities in academic, extracurricular, and other educational support programs, services, and activities by prohibiting discrimination, intimidation, and bullying based on protected characteristics in Education Code sections 200 and 201; and

**WHEREAS,** Board Policy 6219 sets forth a Code of Ethics for all District employees and prohibits, among other things, harassing or discriminatory behavior towards students, parents/guardians, staff, or community members, or failing or refusing to intervene in instances of discrimination, harassment, intimidation, or bullying by others.

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

- 1. Pledges its continued commitment to the principles of diversity, equity, and inclusion, for all students and staff, through their integration into the culture, curriculum, policies, programs, operations, and practices of the District;
- 2. Stands firmly against all acts of individual and systemic racism, discrimination, and harassment, whether based on disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status, or other protected characteristics; and
- 3. Renews its designation of the District as a District of Kindness and Compassion.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on August 10, 2023, by the following roll call vote.

| board of Trustees of Augus | st 10, 2023, by the following foll 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 10<sup>th</sup> day of August, 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  $10^{\text{th}}$  day of August 2023.

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

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**

The individualized education program (IEP) team for each student with disabilities shall determine whether the student is eligible for exemption from all courses and other requirements adopted by the Board in addition to the statewide course requirements for high school graduation as part of the alternative diploma pathway. A student with disabilities shall be eligible for the exemption, if he or she entered the ninth grade in the 2022-23 school year or later and the student's IEP provides for both of the following requirements: (Education Code 51225.31)

- 1. That the student has been deemed eligible by the IEP team to take the state alternate assessments, as described in Education Code 60640
- 2. That the student complete state standards aligned coursework to meet the statewide course requirements 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

# **HIGH SCHOOL GRADUATION REQUIREMENTS**

- 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

March 8, 1990 Revised: Revised: February 1993 July 1996 Reviewed: Revised: May 1997 Revised: April 2000 July 2001 Revised: Revised: March 2002 Reviewed: March 2003 Revised: December 2003 February 2005 Revised: Revised: November 2009 Revised: August 2010 Revised: September 2011 Revised: December 2012

Revised: December 2020

March 2015 May 2016

Revised: Pending

Revised:

Revised:

# **Licensing Agreement**

This Licensing Agreement (the "Agreement") is entered into on August 10, 2023, (the "Effective Date") between the Anaheim Union High School District (the "District"), a public school district organized and existing under the laws of California, with its principal place of business at 501 N. Crescent Way, Anaheim, California, hereinafter referred to as the "Licensor," and Lumicend, a Delaware Limited Liability corporation, organized and existing under the laws of Delaware, with its principal place of business at 2445 McCabe Way Suite 230, Irvine, California, hereinafter referred to as the "Licensee." Licensor and Licensee are hereinafter referred to collectively as the "Parties."

#### RECITALS

WHEREAS, Licensor is a public school district with a long-standing history of providing outstanding education to secondary students in Orange County, California; and

WHEREAS, Licensor is authorized by Section 35160 of the California Education Code to initiate and carry on any program, activity, or otherwise act in any manner which is not in conflict with or inconsistent with, or preempted by, any law and which is not in conflict with the purposes for which school districts are established; and

WHEREAS, the United States Student and Exchange Visitor Program authorizes Licensor to enroll international students with an F-1 Visa to study at a District school for one year on a tuition basis; and

WHEREAS, Licensor is committed to growing its international programs, which create exchanges exposing both the international students and District students to different cultures and experiences; and

WHEREAS, Licensee is an educational organization committed to expanding its educational offerings and desires to establish overseas international schools and/or programs based on the principles and educational programs of Licensor's schools, including, but not limited to, Oxford Academy (the "District Schools"); and

WHEREAS, both parties wish to enter into an agreement to establish a mutually beneficial relationship and ensure the growth and success of their respective international education initiatives;

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated, and the mutual promises and covenants contained herein, the Parties agree as follows:

# 1. License

1.1 Licensor hereby grants to Licensee a non-exclusive license (the "License") to use the name, trademarks, service marks, logos, trade dress, and other intellectual property associated with District Schools described in this Agreement (the "Intellectual Property") for the purpose of

establishing and operating, solely or in partnership with foreign schools, international schools and/or programs (the "licensed schools and/or programs") in Asia, except that in South Korea the License shall be exclusive.

- 1.2 The License includes the right to use District Schools curriculum, internal teaching materials, and any other proprietary materials necessary for the operation of the licensed schools and/or programs, subject to Licensor's prior written approval. Licensor will identify its approved textbooks and educational software should Licensee wish to purchase them for use in its schools.
- 1.3 Licensee shall ensure that all materials and programs developed for and implemented in the licensed schools and/or programs align with Licensor's educational standards, philosophy, and guidelines.
- 1.4 Licensee shall not transfer, sublicense, or assign the License or any rights granted under this Agreement without the prior written consent of Licensor.

#### 2. Term

- 2.1 The initial term of this Agreement shall be twenty (20) years from the Effective Date, with the option to renew for additional ten-year (10-year) terms upon the Parties' mutual written consent, unless terminated earlier in accordance with the provisions herein.
- 2.2 Termination or expiration of this Agreement shall not affect Licensee's obligations with respect to payments due, confidentiality, Intellectual Property, indemnification, or any provisions that, by their nature, survive the termination or expiration of this Agreement.
  - 3. License Fee and Other Considerations for District
- 3.1 Licensee shall provide Licensor written notice of each licensed school and/or program under this Agreement within sixty (60) days of its establishment.
- 3.2 Licensee agrees to pay Licensor an annual base licensing fee (the "Licensing Fee"), payable each year on August 1, as follows:
- \$15,000 for year 1 (upon signing of this Agreement)

\$15,000 for year 2

\$25,000 for each of years 3 through 20, inclusive

The Licensing Fee shall apply to up to two licensed schools and/or programs. Licensee agrees to pay the same Licensing Fee amount for each of the third and subsequent licensed schools and/or programs during the Term.

3.3 In addition to the Licensing Fee, Licensee agrees to send a minimum of five (5) F-1 Visa international students to the District as full-time students each year, beginning in the year when

an international school and/or program starts. In the event that the actual enrollment of Licensee F-1 Visa students falls below five (5) students in any given school year, Licensee agrees to pay Licensor the full tuition amount to compensate for the shortfall between the actual enrollment and the minimum requirement of five (5) students.

- 3.4 Licensee shall make all payments to Licensor in US dollars and remit the funds to the designated bank account specified by Licensor.
- 3.5 Licensee shall establish and maintain books, records, and systems of account in accordance with generally accepted accounting principles, reflecting all business operations of Licensee transacted under this Agreement and shall maintain these books, records, and systems of account during the term of this Agreement and for three (3) years thereafter.
  - 4. School Operation and Quality Standards
- 4.1 Solely to protect the integrity of the Intellectual Property and Licensor, and not as the result of any employment, agency, partnership, or joint venture relationship, all of which are expressly disclaimed, Licensee shall establish and operate the licensed schools and/or programs in accordance with the highest standards of education, professionalism, and ethical conduct.
  - 4.1.1 Licensee shall employ qualified staff who are trained in the curriculum and instructional methods in accordance with the standards and guidelines of the California Department of Education.
  - 4.1.2 Licensee shall ensure that the licensed schools' and/or programs' facilities, equipment, and learning resources are of a high standard and are conducive to effective teaching and learning.
  - 4.1.3 Licensee shall maintain appropriate student-to-teacher ratios to ensure individualized attention and quality instruction.
  - 4.1.4 Licensee shall conduct regular evaluations and assessments of student progress to monitor and enhance the effectiveness of the educational program.
  - 4.1.5 Licensee shall promptly implement any improvements or modifications recommended by Licensor to enhance the educational program and maintain alignment with Licensor's educational standards.
  - 4.1.6 Licensee shall comply with all applicable laws, regulations, and accreditation standards governing the operation of the licensed schools and/or programs.
  - 5. Marketing and Promotion
- 5.1 Licensee shall at its own expense have the right to market and promote the licensed schools and/or programs using the Intellectual Property and Licensor's approved marketing materials.

- 5.2 Licensee shall consult with Licensor in the development of marketing strategies and materials to protect the integrity of Licensor's brand image and reputation.
- 5.3 Licensee shall not engage in any false, misleading, or deceptive advertising or promotion that may harm the reputation or goodwill of District Schools or Licensor.
- 5.4 Licensee shall provide reasonable support to Licensor for marketing and promotional activities related to District Schools, including the provision of testimonials, success stories, and relevant information.

# 6. Staff Training and Development

- 6.1 Solely to protect the integrity of the Intellectual Property and Licensor, and not as the result of any employment, agency, partnership, or joint venture relationship, all of which are expressly disclaimed, Licensee shall ensure that its teachers and staff receive appropriate training on Licensor's curriculum, instructional methods, and educational philosophy.
  - 6.1.1 Licensee shall at its own expense collaborate with Licensor to organize training programs, workshops, or conferences for its staff to enhance their professional development.
  - 6.1.2 Licensee shall provide Licensor with an annual report detailing the professional development activities and training programs conducted for its staff.

# 7. Confidentiality

- 7.1 Each party agrees to keep confidential all information designated as confidential by the other party and not to disclose the other party's confidential information to any third party without the prior written consent of the other party.
- 7.3 The obligations of confidentiality shall survive the termination of this Agreement.
  - 8. Intellectual Property Ownership and Enforcement
- 8.1 Licensor retains all ownership rights to the Intellectual Property, including all trademarks, service marks, copyrights, and patents associated with District Schools.
- 8.2 Licensee shall not register or attempt to register any trademarks or copyrights that are confusingly similar to the Intellectual Property licensed under this Agreement.
- 8.3 Licensee shall not alter, remove, or obscure any proprietary notices or branding associated with the Intellectual Property.
- 8.4 Licensee shall assist Licensor, at Licensor's expense, in the prosecution and defense of any claims or legal actions related to the Intellectual Property, including the provision of necessary information and testimony.

- 8.5 IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY DAMAGE ARISING FROM OR RELATED TO THIS AGREEMENT. LICENSOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. PERMISSION TO USE THE INTELLECTUAL PROPERTY IS GRANTED "AS IS."
- 8.6. Licensee assumes all responsibility for investigating and avoiding any possible infringement of copyright laws or reproduction rights, and any and all other third-party intellectual property rights, that may arise from the use or reproduction of the Intellectual Property.

# 9. Indemnification, Insurance

- 9.1 Licensee agrees, at its sole expense, to indemnify, defend, and hold harmless Licensor, its trustees, officers, directors, employees, and agents (the "indemnified parties") from and against any and all claims, suits, actions, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) of any kind, nature, or description directly or indirectly arising out of or relating to Licensee's performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by Licensee in conjunction with this Agreement, including, but not limited to, establishment or operation of the licensed schools and/or programs, use or reproduction of the Intellectual Property, any breach of this Agreement, or any violation of applicable laws or regulations.
- 9.2 Licensor shall promptly notify Licensee of any claim or action for which indemnification is sought and shall cooperate fully with Licensee in the defense or settlement of such claim or action, provided, however, that Licensor shall have the right to accept or reject any legal representation that Licensee proposes to defend the indemnified parties.
- 9.3 Licensee shall keep in force during the term of this Agreement Comprehensive General Liability and Contractual Liability insurance with respect to its operations, naming Licensor as an additional insured under such policy. The liability limits of such policy shall not be less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage.
  - 9.3.1 Licensee shall provide a certificate of insurance containing 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 cancelation or reduction. Date of cancelation or reduction shall not be less than thirty (30) days after date of mailing notice."
  - 9.3.2 The Certificates and insurance policies shall include an endorsement that Licensee's insurance policies shall be primary to any insurance or self-insurance maintained by the District.
  - 9.3.3 Licensee shall require the carriers of required coverages to waive all rights of subrogation against the District, its trustees, officers, employees, agents,

volunteers, contractors, and subcontractors. All general liability insurance coverage provided shall not prohibit Licensee and Licensee's employees or agents from waiving the right of subrogation prior to a loss or claim. Licensee hereby waives all rights of subrogation against Licensor.

- 10. Governing Law, Cure, Non-Waiver, and Dispute Resolution
- 10.1 This Agreement shall be governed by and construed in accordance with the laws of California.
- 10.2 The Parties agree that they will attempt to resolve any disputes arising out of or in connection with this Agreement, including disputes regarding its interpretation, performance, or termination, amicably through good-faith negotiations between the Parties.
- 10.3 In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing 60-days prior written notice to the breaching party specifying the nature of the breach, and the breaching party shall have a reasonable opportunity to cure the breach during said notice period.
- 10.4 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, or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 10.5 The Parties agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.
  - 11. Entire Agreement, Modification, and Severability
- 11.1 This Agreement, including its exhibits and attachments, if any, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether written or oral.
- 11.2 No modification, amendment, or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by both Parties.
- 11.3 If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

### 12. Cancellation

- 12.1 This Agreement shall terminate automatically in the event that Licensor's certification of eligibility to enroll nonimmigrant foreign students in District schools expires or is terminated by the U.S. Department of Homeland Security's Student and Exchange Visitor Program.
- 12.2 Licensor may at any time for any reason terminate this Agreement. Written notice by the District's Superintendent shall be sufficient to stop further performance.

12.3 Licensee may terminate this Agreement in the event that Licensee fails to establish any international school and/or program within the first three years after signing of this Agreement.

### 13. Notice

13.1 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, deposited in the United States mail, or sent by overnight delivery service as follows:

IF TO LICENSOR:

IF TO LICENSEE:

Anaheim Union High School District

Attn: Superintendent

501 N. Crescent Way

Anaheim, CA 92801

Lumicend

Attn: Chief Executive Officer
2445 McCabe Way, Suite 230

Irvine, CA 92614

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, postage prepaid.

# 14. Education Code section 45125.1 Compliance

14.1 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. Licensee's signature below certifies that none of its employees will interact with District students outside of the immediate supervision and control of the pupil's parent or guardian or a school employee.

IN WITNESS WHEREOF, the parties hereto have executed this Licensing Agreement as of the Effective Date.

| Anaheim Union High School District         | Lumicend                    |
|--|-----------------------------|
| Date:                                      | Date: JULY 26, 2023         |
| Signature:                                 | Signature:                  |
| Print Name: Jaron Fried, Ed.D.             | Print Name: John Ahn, Ed.D. |
| Title: Assistant Superintendent, Education | Title: President            |

### **ANAHEIM UNION HIGH SCHOOL DISTRICT**

### COMMUNITY SCHOOLS SERVICE PROVIDER AGREEMENT

|          | This Comm        | unity S  | chools Service I | Provider Agre     | ement ("Agre | ement") is made         | e as of the |
|----------|------------------|----------|------------------|-------------------|--------------|-------------------------|-------------|
|          | 11 <sup>th</sup> | _ day of | August           | _, 20 <u>23</u> , | between the  | Anaheim Union           | High School |
| District | ("District")     | and _S   | erve the People  | e Community       | Health Cente | <u>r</u> ("Provider") ( | each a      |
| party,   | collectively,    | "Partie  | s") as follows:  |                   |              |                         |             |

- 1. Purpose. Pursuant to Board Policy 91303 and Resolution No. 2021/22-E-24, the District is committed to the implementation of a community schools model, making schools the hub for the community to access basic services on campus, as well as ensuring collaborative leadership practices, family and community engagement practices, and enriched and expanded learning opportunities. Provider is a <u>Federally Qualified Health Center</u> and enters into this Agreement to provide the services ("Services") described herein (Section 3) in furtherance of the District's community schools model.
- **2. Term.** The term of this Agreement is from August 11, 2023 through \_\_\_August 31, 2024.
- **3. Provider Responsibilities**. Provider shall:

Provide vision, medical, behavioral health and dental services to AUHSD students.

Vision services will be on school campuses.

All other health services — physical, behavioral health and dental— will be provided at our clinic unless otherwise arranged by AUHSD & Serve the People.

## Serve the People shall:

- (A) Organize mobile medical, vision and dental services by providing qualified providers and staff, all free of charge to participating Students in the District.
- (B) Organize medical, vision and dental services by providing qualified community partners who will provide services free of charge to participating Students of the District
- (C) Bill appropriate services to Medi-Cal for eligible Students receiving medical, vision, and/or dental services and whose parent/guardian has consented to the utilization of a Student's benefits.
- (D) Provide medical, vision, and dental services at no cost to Students who have parental consent but are not eligible for utilization of Medi-Cal benefits.
- (E) Provide the equipment and documentation needed to complete healthcare evaluations.
- (F) Assist participating students in selecting appropriate eyeglasses and sending materials and prescriptions to a qualified optical laboratory for processing.
- (G) Ensure delivery of glasses to the school and replace lost or broken glasses upon contact from school nurses or parents
- (H) Provide medical healthcare including wellness visits, immunizations, sports physicals, and one time acute care visits.

- (I) Provide dental services including cleanings, exams, x-rays, sealants and fillings.
- (J) Make referrals when needed for follow up care when additional treatment is necessary beyond the services we can provide on our mobile vision, medical, and dental clinics.
- (K) Referrals for follow up care may require further evaluation and treatment at either Serve the People's stationary facilities or with an outside health provider, depending on the care needed and the parent's preference.
- (L) Ensure proper security, maintenance, use and disposal of medical supplies and equipment used in the delivery of services
- (M)Ensure confidentiality of records relating to delivery of the services to District Students
- (N) Ensure the space provided by the District for delivery of services is left in clean and usable condition following each clinic
- 4. **District Responsibilities**. The District shall:
  - (A) Provide a liaison between targeted school sites and Serve the People Community Health Center in order to facilitate communication and implementation of services
  - (B) Collaborate with Serve the People Community Health Center to schedule dates, location and determine targeted school sites for medical, vision, and dental services
  - (C) Provide appropriate designated spaces needed to provide services for medical, vision, and dental services.
  - (D) Provide parking spaces for mobile vehicles and other components of medical, vision and dental services.
  - (E) Coordinate distribution of parental consents in appropriate languages at targeted sites
  - (F) Ensure the maximum number of Students requested by Serve the People Community Health Center receive the opportunity to receive services in each clinic
- **5. Submittal of Documents.** The Provider shall not commence the Services under this Agreement until the Provider has submitted and the District has approved the following:

| <u>X</u> | Signed Agreement   |
|----------|--|
| <u>X</u> | Applicable Insurance Certificate(s) and Endorsements (Section 12)          |
| <u>X</u> | Applicable Criminal Background Investigation Certification(s) (Section 18) |

- **6. Compensation**. Provider agrees to provide Services at no cost.
- 7. Independent Contractor. Provider is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Provider understands and agrees that Provider and all of Provider's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Provider

- shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Provider's employees.
- **8. Materials.** Provider shall furnish, at Provider's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
- **9. Standard of Care.** Provider's Services will be performed in accordance with generally and currently accepted principles and practices of Provider's profession for services to the public. District will not control or direct performance of the work under the Agreement or in fact.
- **10. Audit.** Provider shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Provider transacted under this Agreement. Provider shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.
- 11. Indemnification. To the furthest extent permitted by California law, Provider shall, at Provider's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Provider in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Provider proposes to defend the indemnified parties.

### 12. Insurance.

- 12.1 The Provider shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
  - 12.1.1 General Liability. One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability, or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each location, or the general aggregate limit shall be twice the required occurrence limit.
  - 12.1.2 Is this Provider interacting with students? Yes ☑ No ☐ For interaction with students, Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, Provider must provide proof of Endorsement. Such coverage shall be in an amount of not less than \$1,000,000 per

occurrence; \$2,000,000 general aggregate.

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

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

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

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

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

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

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

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

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

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

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

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

- 12.2 Other Insurance Provisions. The Provider shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to the District and approved by the District. The Certificates and insurance policies shall include the following:
  - 12.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
  - 12.2.2 An endorsement stating that the District and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Provider's insurance policies shall be primary to any insurance or self-insurance maintained by District.
  - 12.2.3 Waiver of Subrogation. The Provider shall require the carriers of required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, Providers and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Provider and Provider's employees or agents from waiving the right of subrogation prior to a loss or claim. The Provider hereby waives all rights of subrogation against the District.
  - 12.2.4 Policies Primary and Non-Contributory. All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the District.
  - 12.2.5 All policies shall be written on an occurrence form.
  - 12.2.6 The Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - 12.2.7 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- **13. Compliance With Laws, Rules, and Regulations.** Provider shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Provider shall give all notices required by any law,

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

- **14. Permits/Licenses**. Provider and all Provider's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- **15. Safety and Security.** Provider is responsible for maintaining safety in the performance of this Agreement. Provider shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- **16. Employment With Another Public Agency**. Provider, if an employee of another public agency, agrees that Provider will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
- 17. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Provider agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735.
- 18. Fingerprinting of Employees. Is Provider interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☑ No ☐ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Provider shall not permit any employee to interact with District students until such time as the Provider has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.
- **19. Assignment/Subcontract**. The obligations of the Provider pursuant to this Agreement shall not be assigned by the Provider.
- **20. Termination**. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Provider. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
- **21. Limitation of District Liability**. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages,

including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

- **22. Confidentiality**. The Provider and all Provider's agents, personnel, employee(s), and/or contractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- **23. Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

<u>District</u> <u>Provider</u>

Anaheim Union High School District Serve the People Community Health Center

Attn: Jaron Fried, Ed.D., Assist. Superintendent Attn: Emmanuel Parakati, CEO

Copy: Adela Cruz, Director Mental Health Copy: Sam Hahn, Vision Services Manager

501 N. Crescent Way 1206 E 17<sup>th</sup> Street, Suite 101

Anaheim, CA 92801 Santa Ana, CA 92701

Phone: 714-999-7734 Phone: (714) 352-2911 ext 1012 Email: cruz\_ad@auhsd.us Email: sam@servethepeoplechc.org

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

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

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

# **Anaheim Union High School District**

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

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

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

Serve the People Community Health

Center

Date: 7 (2)

By:

Print Name: <u>Emmanuel Parakati</u>
Title: <u>Chief Executive Officer</u>

# NOTICE TO PROVIDER REGARDING VALID CRIMINAL RECORDS SUMMARY (EDUCATION CODE SECTION 45125.1)

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

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

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

CERTIFICATION BY PROVIDER

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

I, Emmanuel Parakati am the CEO of Serve the People Community Health Center,
Name of Individual Title Name of Provider

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

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

| Marilyn Chavez     | <u>Dr. Sarah Wolff</u> |
|--------------------|------------------------|
| Sam Hahn           | Dr. Linda Hsieh        |
| Dr. Lawrence Sieve | Juan Martinez          |
| Dr. Prashna Mistry | Sabrina Lopez          |
| Maria Garza        | Yesenia Davila         |
| Joanna Alarcon     | <u>Laura Orozco</u>    |
| Clara Tran         |                        |

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 <u>Santa Ana</u> , California on 7/12 | 2-3<br>  Date   |
|---|---|
|   | Signature   |
|   | Emmanuel Parakati   |
|   | Typed or Printed Name   |
|   | Chief Executive Officer   |
|   | Title   |
|   | Serve the People Community Health Center                                  |
|   | Name of Provider  |
|   | 1206 E 17 <sup>th</sup> Street, Suite 101, Santa Ana, CA 92701<br>Address |
|   | Audress   |
|   | (714) 352-2911 ext 1012   |

**Telephone Number** 

### **ANAHEIM UNION HIGH SCHOOL DISTRICT**

### INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the <u>10th</u> day of <u>August</u>, 20<u>23</u>, between the Anaheim Union High School District ("District") and <u>Justin Drisdelle</u> ("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.
- **Term**. The term for services pursuant to this Agreement is from <u>June 26 2023</u> through July 1, 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)
     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 One Thousand Dollars (\$1000) 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.
- **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

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

### **District**

Anaheim Union High School District

Attn: Dr. Jaron Fried

Copy: Dr. Roxanna Hernandez

501 N. Crescent Way Anaheim, CA 92801 Phone: 714-999-3579

Email: hernandez r@auhsd.us

# Contractor

Justin Drisdelle 2141 S. Bentley Ave. #206 Los Angeles, CA 90025 Phone: (860) 836-1875

Email: jdrisdelle07@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.

- **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.
- **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  8/11/23  Date: | [Name of Contractor]  Date: 6/26/23 |  |  |
|--|-------------------------------------|--|--|
| Ву:  | By: Prull                           |  |  |
| Print Name: Dr. Jaron Fried                        | Print Name: <u>Justin Drisdelle</u> |  |  |
| Title: Assistant Superintendent, Ed. Division      | Title: Contractor                   |  |  |

### **EXHIBIT A**

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

Contractor will perform as a trumpet player in support of the 2023 AUHSD Summer Arts Academy Musical. Consultant will provide professional-level coaching to members of the brass section of the Summer Arts Academy Pit Orchestra and will perform sections of the musical score which require a professional-level musician due to the technical and demanding nature of the music.

Consultant will attend rehearsals from June 26, 2023 to July 1, 2023. Performances will occur on June 30, 2023, and July 1, 2023, at the Kennedy HS Performing Arts Center (KPAC).

Approximately 100 students in grades 7-11 from 14 AUHSD schools will benefit from the Contractor's services.

Contractor has established a national reputation as a brass artist and educator. He is recognized in the professional musical community as a lead trumpet player of the highest quality and has played countless professional shows and concerts.

### **ANAHEIM UNION HIGH SCHOOL DISTRICT**

## INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the <u>10th</u> day of <u>August</u>, 20<u>23</u>, between the Anaheim Union High School District ("District") and <u>Neal Taylor</u> ("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 <u>June 26, 2023</u> through <u>July 1, 2023</u>.
- **3. Submittal of Documents**. The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the following:
  - X Signed Agreement
     X Insurance Certificate(s) and Endorsements (Section 10)
     Criminal Background Investigation Certification(s) (Section 16)
     X W-9 Form
- 4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of <u>One Thousand</u> Dollars (\$1000) 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.
- **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

convicted of a felony, as defined in Education Code section 45122.1.

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

### **District**

Anaheim Union High School District

Attn: Dr. Jaron Fried

Copy: Dr. Roxanna Hernandez

501 N. Crescent Way Anaheim, CA 92801 Phone: 714-999-3579

Email: hernandez r@auhsd.us

# **Contractor**

Neal Taylor 18361 Avolinda Dr. Yorba Linda, CA 92886 Phone:(714) 222-3508 Email: ntaylor@vitalsoft.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.

- **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            | [Name of Contractor]           |
|---|--------------------------------|
| Date: 8/11/23                                 | Date: 6/26/23                  |
| By:   | By: The state                  |
| Print Name: Dr. Jaron Fried                   | Print Name: <u>Neal Taylor</u> |
| Title: Assistant Superintendent, Ed. Division | Title: Contractor              |

### **EXHIBIT A**

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

Contractor will perform as a keyboard player in support of the 2023 AUHSD Summer Arts Academy Musical. Consultant will provide professional-level coaching to members of the rhythm section of the Summer Arts Academy Pit Orchestra and will perform sections of the musical score which require a professional-level musician due to the technical and demanding nature of the music.

Consultant will attend rehearsals from June 26, 2023 to July 1, 2023. Performances will occur on June 30, 2023, and July 1, 2023, at the Kennedy HS Performing Arts Center (KPAC).

Approximately 100 students in grades 7-11 from 14 AUHSD schools will benefit from the Contractor's services.

Contractor has established a strong reputation as a church organist and as a keyboardist for musical theater and show choir productions across Southern California. He has performed in professional productions with Laguna Playhouse and has been active as a contractor with scholastic performing groups for more than 30 years.

Contractor served as a walk-on coach for Kennedy High School's 2023 production of Little Shop of Horrors as a classroom rehearsal accompanist as well as performer on keyboard for their performances.

The Board of Trustees desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the District and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the District when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Section 18730), which contains the terms of a standard Conflict of Interest Code, which may be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached appendix designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code of the Anaheim Union High School District.

Designated employees shall file statements of economic interests with the Anaheim Union High School District's political reform act filing officer, the secretary to the Board of Trustees (superintendent), who will make the statements available for public inspection and reproduction (Government Code Section 82008).

Upon receipt of the statements of the Anaheim Union High School District, the filing officer shall make and retain a copy. The original statements of the board members, superintendent, deputy superintendent, assistant superintendents, executive director of human resources, and counsel will be forwarded to the clerk of the Orange County Board of Supervisors. Statements for all other designated employees will be retained by the filing officer.

Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably

foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18707)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

- 1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
- 2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.
  - However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.
- 3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.
  - If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.
- 4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government

Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or District consultants shall not be financially interested in any contract made by the Board of Trustees on behalf of the District, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board of Trustees, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which he/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or District official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a District employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

District officers, employees, or agents who violate these standards of conduct are subject to disciplinary action. (2 CFR 200.318)

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the District. (Government Code 1099, 1126)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

- 1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
- 2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the District for Board members and designated employees. (Government Code 89506)

### Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

- 1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches.
- 2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the District for donation into the general fund without being claimed as a deduction from income for tax purposes.

# Legal Reference:

# CODE OF FEDERAL REGULATIONS, TITLE 2

200.318 General Procurement Standards

### **EDUCATION CODE**

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

41015 Investments

### FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

### **GOVERNMENT CODE**

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91014 Political Reform Act of 1974, especially:

82011 Code reviewing body

82019 Definition, designated employee

82028 Definition, gift

82030 Definition, income

82033 Definition, interest in real property

82034 Definition, investment

87100-87103.6 General prohibitions

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

89501-89503 Honoraria and gifts

89506 Ethics; travel

91000-91014 Enforcement

### PENAL CODE

85-88 Bribes

## REVENUE AND TAXATION CODE

203 Taxable and exempt property - colleges

## CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18700-18707 General prohibitions

18722-18740 Disclosure of interests

18753-18756 Conflict of interest codes

# **COURT DECISIONS**

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)

Davis v. Fresno Unified School District (2015) 237 Cal. App. 4th 261

Klistoff v. Superior Court, (2007) 157 Cal. App. 4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal. App. 4th 511

### ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

63 Ops.Cal.Atty.Gen. 868 (1980)

# Management Resources:

### **CSBA PUBLICATIONS**

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

## FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

### INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

# **WEB SITES**

CSBA: http://www.csba.org

Fair Political Practices Commission: http://www.fppc.ca.gov

Institute of Local Government: http://www.ca-ilg.org

Board of Trustees June 23, 1978

Revised: April 19, 1990 Revised: June 18, 1992 Revised: August 1994 Revised: March 1995 Revised: October 1998 Revised: January 2003 Revised: November 2006 Revised: August 2008 Revised: November 2009 Revised: November 2010 Revised: September 2012 Revised: November 2014

Revised: May 2015

Revised: December 2018 Revised: December 2020 Revised: August 2022 Revised: Pending

## Exhibit A Anaheim Union High School District

# LIST OF DESIGNATED POSITIONS CONFLICT OF INTEREST CODE

| DESIGNATED POSITIONS                                       | <b>Disclosure Categories</b> |
|--|------------------------------|
| Governing Board, Superintendent, and Public Information    |                              |
| Officer  |                              |
| Members of the Board of Trustees                           | OC-01                        |
| Superintendent   | OC-01                        |
| District Counsel   | OC-01                        |
| Public Information Officer (PIO)                           | OC-02                        |
| Personnel Commission and Staff:                            |                              |
| Members of the Personnel Commission                        | OC-01                        |
| Executive Director, Classified Personnel                   | OC-01                        |
| <b>Educational Services:</b>                               |                              |
| Assistant Superintendent, Educational Services             | OC-01                        |
| Chief Technology Officer                                   | OC-01                        |
| Community Schools Manager                                  | OC-01                        |
| Executive Director, Educational Services                   | OC-01                        |
| Director, Career Preparedness Systems Framework            | OC-01                        |
| Implementation   |                              |
| Director, Plurilingual Services                            | OC-01                        |
| Director, School Mental Health and Wellness                | OC-01                        |
| Coordinator, Educational Related Mental Health Services    | OC-01                        |
| Coordinator, Professional Learning                         | OC-01                        |
| Coordinator, Special Youth Services                        | OC-01                        |
| Director, Arts Education                                   | OC-01                        |
| Director, Innovative Programs and Instructional Systems    | OC-01                        |
| Director, Community Schools & Family and Community         | OC-01                        |
| Engagement   |                              |
| Director, Learning and Development                         | OC-01                        |
| Director, Special Youth Services                           | OC-01                        |
| Director, Student Support Services                         | OC-01                        |
| Program Administrator, 21st Century Career Readiness       | OC-01                        |
| Program Administrator, International Student Relations and | OC-01                        |
| Services   |                              |
| -Program Administrator, Special Education Mental Health    | OC-01                        |
| Program Administrator, Assessment and Evaluation           | OC-01                        |

| Program Administrator, Attendance and Safety               | OC-01 |
|--|-------|
| Coordinator, Family and Community Engagement               | OC-01 |
| <b>Business Services:</b>                                  |       |
| Accounting Manager   | OC-01 |
| Assistant Superintendent, Business Services                | OC-01 |
| Assistant Director, Food Services                          | OC-37 |
| Budget Manager   | OC-01 |
| Buyer  | OC-05 |
| Controller   | OC-01 |
| Executive Director, Fiscal Services                        | OC-01 |
| Executive Director, Facilities, Maintenance and Operations | OC-01 |
| Director, Food Services                                    | OC-37 |
| Director, Maintenance and Operations                       | OC-02 |
| Director, Purchasing and Central Services                  | OC-08 |
| Director, Transportation Services                          | OC-02 |
| Energy Manager   | OC-05 |
| Procurement Contract Specialist                            | OC-02 |
| Purchasing Clerk   | OC-05 |
| Director, Risk Management and Insurance                    | OC-12 |
| Supervisor, Warehouse                                      | OC-02 |
| Senior Warehouseman  | OC-02 |
| Warehouseman   | OC-02 |
| Human Resources:   |       |
| Assistant Superintendent, Human Resources                  | OC-01 |
| Director, Human Resources                                  | OC-01 |
| Consultants  | OC-30 |

## Exhibit B Anaheim Union High School District

| Disclosure | Disclosure Description  |
|------------|---|
| Category   |   |
| OC-01      | All interests in real property in the district, as well as investments, business    |
|            | positions and sources of income (including gifts, loans, and travel payments).      |
| OC-02      | All investments, business positions, and sources of income (including gifts,        |
|            | loans, and travel payments).  |
| OC-05      | All investments, in business positions with and income (including gifts, loans,     |
|            | and travel payments) from sources that provide services, supplies, materials,       |
|            | machinery, and equipment (including training and consulting services) used by       |
|            | the department or district.   |
| OC-08      | All investments, in business positions with and income (including gifts, loans,     |
|            | and travel payments) from sources that develop or provide computer                  |
|            | hardware/software, voice data communications, or data processing goods,             |
|            | supplies, equipment, or services (including training and consulting services)       |
|            | used by the department.   |
| OC-12      | All interests in real property in the district, as well as investments in, business |
|            | positions with and income (including gifts, loans, and travel payments) from        |
|            | sources that invest funds or engage in the business of insurance including, but     |
|            | not limited to insurance companies, carriers, holding companies, underwriters,      |
|            | brokers, solicitors, agents, adjusters, claims managers, and actuaries; from        |
|            | financial institutions including, but not limited to, banks, savings and loan       |
|            | associations and credit unions or sources that have filed a claim, or have a        |
|            | claim pending, against Orange County.   |
| OC-30      | Consultants shall be included in the list of designated employees and shall         |
|            | disclose pursuant to the broadest category in the code subject to the following     |
|            | limitation: The department head, director, general manager, superintendent, etc.    |
|            | may determine that a particular consultant, although a "designated position," is    |
|            | hired to perform a range of duties that is limited in scope and thus is not         |
|            | required to fully comply with the disclosure requirements in this section. Such     |
|            | written determination shall include a description of the consultant's duties and,   |
|            | based upon that description, a statement of the extent of disclosure required.      |
|            | The determination of disclosure is a public record and shall be filed with the      |
|            | Form 700 and retained by the filing officer for public inspection.                  |
| OC-37      | All investments in, business positions with and income (including gifts, loans,     |
|            | and travel payments) from sources that provide food services or supplies, which     |
|            | include, but are not limited to wholesale food, retail food, or restaurant          |
|            | equipment.  |

EXHIBIT J



Thursday, July 13, 2023

Ms. LeAnna Williams
Director, Risk Management and Insurance
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

RE: Actuarial Services Engagement Letter

Dear Ms. Williams:

Thank you for the opportunity to provide actuarial services to Anaheim Union High School District (AUHSD). AUHSD is seeking professional actuarial advice with regard to its self-insured liability program. The following is a brief outline of our understanding of the scope of work to be performed and our fees.

#### SCOPE

The objective of this study is to provide an estimate of outstanding liabilities, projection of loss costs, cash flow and investment income. Our reports will include the following information:

- Provide program funding levels for the upcoming program years at the expected level, as well as at various confidence levels.
- Provide appropriate rates for claims incurred during the upcoming program years at the expected level, as well as at various confidence levels.
- Provide estimates of required funding for the programs' outstanding losses and loss adjustment expenses for all preceding fiscal years as of fiscal year end. The outstanding losses and loss adjustment expenses are to be stated at the expected level, as well as at various confidence levels.
- Provide each of the estimates specified above on both discounted and full value bases.
- Provide estimates of the program's cash flow requirements for a given number of fiscal years, separately identified for each accident year.
- Provide a statement of compliance with GASB 10 and 30.

#### **FEES**

We will agree to complete the scope of work discussed above for the following fees:

|                                    | 2023-24     | 2024-25     | 2025-26     |
|------------------------------------|-------------|-------------|-------------|
| Project Component                  | <u>Fees</u> | <u>Fees</u> | <u>Fees</u> |
| General Liability Actuarial Report | 4,400       | 4,500       | 4,600       |

Personal visits will be billed at a rate of \$500 plus travel-related expenses. Should other services beyond the scope of work outlined above be required, we will bill for our time and out of pocket expenses at the rates specified below.

| <u>Consultant</u>    | <u> Hourly Rate</u> |
|----------------------|---------------------|
| Principal            | \$320               |
| Manager              | 265                 |
| Actuarial Staff      | 135                 |
| Administrative Staff | 54                  |

Upon delivery of a draft report, consultant shall be entitled to the entire fee. If this agreement is terminated prior to delivery of a draft report, client agrees to pay contractor for all hours incurred through the date notice of termination is given. Such amount shall be limited to the maximum fees stated in this agreement.

We commit to delivering the draft report within four weeks of receipt of complete data.

Please call Mike Harrington at (916) 244-1162 with any questions you may have with regard to our proposal.

Respectfully Submitted,

Mike Harrington

President and Principal

Accepted By: Accepted By:

Bickmore Actuarial Anaheim Union High School District

Mike Harrington Nancy C. Nien

President and Principal Assistant Superintendent, Business

#### **CHANGE ORDER NO.1**

(Deductive)

PROJECT: RFP #2021-01 Sycamore Jr. High School Site Improvement Project

TO: Miller Construction

You are hereby directed to provide the extra work necessary to comply with this Change Order.

#### **DESCRIPTION OF CHANGE:**

Work Order #1-12- Change order work related to the Sycamore JHS Site Improvement Project. These work orders reflect the additive and deductive intermediate change directives required to complete the project. The mentioned work orders are reflected in the total cost of the work for the project.

Work Order #13- Represents the final construction costs, including allowance. This work order displays the final total cost savings of the work to the original contract value.

COST (This cost shall not be deleted.):

Original contract price: \$ \frac{12,545,000.00}{(168,909.30)}\$

New contract price: \$ \frac{12,545,000.00}{(168,909.30)}\$

#### TIME FOR COMPLETION:

Original completion date: 365 calendar days

Time for completion of

Change Order: no change

New completion date: <u>365 calendar days</u>

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

This Change Order is hereby agreed to, accepted and approved.

| CONTRACTOR   | DISTRICT                           |
|--|------------------------------------|
| By:  | By:                                |
| Signature -Robert Tichy- MILLER 00/90/9000                     | Signature                          |
| -Robert Tichy- Project Manager  MILLER CONSTRUCTION 06/08/2023 | Nancy C. Nien                      |
| Print Name   | Print Name                         |
|  | Assistant Superintendent, Business |
| Title  | Title                              |
| Date   | Date                               |
| ARCHITECT  |                                    |
| By: Signature  |                                    |
| Keahi Arena, AIA   |                                    |
| Print Name   |                                    |
| Senior Associate   |                                    |
| Title  |                                    |
| 6/13/2023  |                                    |
| Date   | <del>_</del>                       |

#### CHANGE ORDER NO.1

(Deductive)

PROJECT: RFP #2021-01 Ball Jr. High School Site Improvement Project- Phase 2

#### To: Miller Construction

You are hereby directed to provide the extra work necessary to comply with this Change Order.

#### DESCRIPTION OF CHANGE:

Work Order #1-9- Change order work related to the Ball JHS Site Improvement Project. These work orders reflect the additive and deductive intermediate change directives required to complete the project. The mentioned work orders are reflected in the total cost of the work for the project.

Work Order #10- Represents the final construction costs, including allowance. This work order displays the final total cost savings of the work to the original contract value.

#### COST (This cost shall not be deleted.):

Original contract price:

\$ 8,975,000.00

Change Order amount:

\$ (259,025.11)

New contract price:

\$ 8,715,974.89

#### TIME FOR COMPLETION:

Original completion date:

365 calendar days

Time for completion of

Change Order:

no change

New completion date:

365 calendar days

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

This Change Order is hereby agreed to, accepted and approved.

| CONTRACTOR   | DISTRICT |
|--|----------|
| Robert Tichy  Robert Tichy  Signature  -Robert Tichy  Project Manager  Print Name  Robert Tichy  Robert Tichy  Project Manager  Robert Tichy  Print Name  Robert Tichy  Ro | By:      |
| Title  | Title    |
| Date   | Date     |
| ARCHITECT  |          |
| By: Signature  | _        |
| KEAHI ARENA  |          |
| Print Name   | -        |
| SENIOR ASSOCIATE   |          |
| Title  | -        |
| 10/24/2022<br>Date   | -        |

Bid 2023-29

#### **CHANGE ORDER NO.1**

(Deductive)

PROJECT: Bid #2023-29 Classroom Repairs - Abatement

TO: Quality Environmental, Inc.

You are hereby directed to comply with this Change Order.

#### DESCRIPTION OF CHANGE: \_

- Work Order 1 DEDUCT (\$1,000.00)
- Work Order 2 DEDUCT (\$9,500.00)

#### COST (This cost shall be deleted.):

\$103,000.00 Original contract price: Change Order amount: (\$10,500.00) New contract price: \$92,500.00

#### TIME FOR COMPLETION:

Original completion date: 57 Consecutive Calendar Days

Time for completion of

Change Order: 0 days

57 Consecutive Calendar Days New completion date:

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.

| DISTRICT                           | CONTRACTOR  |
|------------------------------------|---|
| By:<br>Signature                   | By: Lizbeth Delval (Jul 31, 2023 12:18 PDT) Signature |
| Nancy C. Nien                      | Lizbeth Delval  |
| Print Name                         | Print Name  |
| Assistant Superintendent, Business | Vice President  |
| Title                              | Title   |
|                                    | 7/31/2023   |
| Date                               | <br>Date  |

# Declaring Certain Equipment as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction

| Quantity | Description             |  |  |  |  |  |
|----------|-------------------------|--|--|--|--|--|
| 52       | Access Point Wireless   |  |  |  |  |  |
| 1        | Book Case               |  |  |  |  |  |
| 1        | Cabinet Storage (Metal) |  |  |  |  |  |
| 19       | Chair, Stacking         |  |  |  |  |  |
| 71       | Charging Cart           |  |  |  |  |  |
| 73       | Chromebook Laptop       |  |  |  |  |  |
| 19       | Computer Desktop        |  |  |  |  |  |
| 25       | Computer Laptop         |  |  |  |  |  |
| 19       | Computer Monitor        |  |  |  |  |  |
| 1        | Computer Tablet         |  |  |  |  |  |
| 1        | Dishwasher              |  |  |  |  |  |
| 9        | Document Camera         |  |  |  |  |  |
| 1        | DVD Player              |  |  |  |  |  |
| 2        | Freezer                 |  |  |  |  |  |
| 1        | Fryer, Culinary         |  |  |  |  |  |
| 1        | Griddle, Culinary       |  |  |  |  |  |
| 1        | Mixer, Culinary         |  |  |  |  |  |
| 89       | Network Switch          |  |  |  |  |  |
| 56       | Printer                 |  |  |  |  |  |
| 5        | Projector               |  |  |  |  |  |
| 3        | Refrigerator            |  |  |  |  |  |
| 1        | Server                  |  |  |  |  |  |
| 1        | Sink, Kitchen           |  |  |  |  |  |
| 1        | Speaker System          |  |  |  |  |  |
| 2        | Storage Container       |  |  |  |  |  |
| 5        | Stove                   |  |  |  |  |  |
| 36       | Student Desk            |  |  |  |  |  |
| 22       | Table Large             |  |  |  |  |  |
| 3        | Table Small             |  |  |  |  |  |
| 4        | Table, Prep Culinary    |  |  |  |  |  |
| 3        | Teacher Desk            |  |  |  |  |  |
| 30       | Transponder             |  |  |  |  |  |
| 2        | VHS Player              |  |  |  |  |  |
| 1        | Video Visualizer        |  |  |  |  |  |

# Declaring Certain Books as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction

| and/or                          | and/or Out-or-Date and Ready for Sale, or Destruction |                     |                      |                           |               |  |  |
|---------------------------------|---|---------------------|----------------------|---------------------------|---------------|--|--|
| Description                     | Quantity  | Publication<br>Date | General<br>Condition | Reason For<br>Disposition | Compliant Y/N |  |  |
|                                 |   | ELA                 |                      |                           |               |  |  |
| AGS Exploring Literature        | 11  | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| AGS Exploring Literature TE     | 1   | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
|                                 |   | English             |                      |                           |               |  |  |
| America Heritage H.S Dictionary | 23  | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Grammar Composition             | 27  | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
|                                 |   | History             |                      |                           |               |  |  |
| AGS World History               | 14  | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Bon Voyage 1                    | 1   | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| The action Aution Actions       |   | Theatre             | 9                    |                           |               |  |  |
| Theatre Art in Action           | 6   | World Lang          | 11300                |                           |               |  |  |
| Abriendo Paso                   | 40  | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Avancemos 4                     | 5   | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Avancemos 1                     | 170   | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Avancemos 2                     | 329   | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Avancemos 3                     | 126   | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
|                                 |   |                     |                      |                           |               |  |  |
| Avancemos 4                     | 35  | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Bien Diet 2 Teacher Ed.         | 3   | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Bien Diet 3                     | 2   | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Bien Diet 3 Teacher Ed.         | 1   | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Bien Diet Teacher Ed.           | 3   | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Bien Dit 1                      | 57  | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Bien Dit 2                      | 68  | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Bien Dit 3                      | 65  | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Bon Voyage 2                    | 2   | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Bon Voyage 3                    | 1   | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Dos Mundos                      | 30  | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Encuentros Primer Curso         | 29  | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Encuentros Segundo<br>Curso     | 23  | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Entres Mundos                   | 1   | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Realidades 3                    | 11  | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Temas                           | 32  | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Tes Branche 2                   | 1   | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Themes                          | 6   | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |
| Tresor du Temps                 | 35  | Outdated            | Fair                 | Obsolete                  | No To Be Sold |  |  |

## PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

**BOARD OF TRUSTEES MEETING 08/10/2023** 

FROM 07/10/2023 TO 07/30/2023

| PO<br><u>NUMBER</u> | <u>VENDOR</u>                  | PO<br><u>TOTAL</u> | ACCOUNT<br>AMOUNT | ACCOUNT<br>NUMBER | PSEUDO / OBJECT DESCRIPTION                   |
|---------------------|--------------------------------|--------------------|-------------------|-------------------|---|
| T64T0050            | 2NDGEAR LLC                    | 12,014.13          | 12,014.13         | 0108750410 4310   | IT/TECHNOLOGY/INSTR / INSTRUCTIONAL MATL &    |
| T64A0067            | 360DTII LLC                    | 179,050.00         | 13,700.00         | 0112112072 4320   | PURCHASING/GENL ADM / OTHER OFFICE/MISC       |
|                     |                                |                    | 14,100.00         | 0120000010 4310   | ANAHEIM/INSTR / INSTRUCTIONAL MATL &          |
|                     |                                |                    | 13,000.00         | 0121000010 4310   | WESTERN/INSTR / INSTRUCTIONAL MATL &          |
|                     |                                |                    | 9,700.00          | 0122000010 4310   | MA/INSTR / INSTRUCTIONAL MATL & SUPPLIES      |
|                     |                                |                    | 10,500.00         | 0123000010 4310   | SA/INSTR / INSTRUCTIONAL MATL & SUPPLIES      |
|                     |                                |                    | 9,300.00          | 0125000010 4310   | KA/INSTR / INSTRUCTIONAL MATL & SUPPLIES      |
|                     |                                |                    | 9,200.00          | 0127000010 4310   | KE/INSTR / INSTRUCTIONAL MATL & SUPPLIES      |
|                     |                                |                    | 11,985.00         | 0128000010 4310   | CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES      |
|                     |                                |                    | 8,100.00          | 0131000010 4310   | BR/INSTR / INSTRUCTIONAL MATL & SUPPLIES      |
|                     |                                |                    | 4,900.00          | 0132000010 4310   | OR/INSTR / INSTRUCTIONAL MATL & SUPPLIES      |
|                     |                                |                    | 4,800.00          | 0134000010 4310   | WA/INSTR / INSTRUCTIONAL MATL & SUPPLIES      |
|                     |                                |                    | 7,400.00          | 0137000010 4310   | SY/INSTR / INSTRUCTIONAL MATL & SUPPLIES      |
|                     |                                |                    | 8,700.00          | 0138000010 4310   | BALL/INSTR / INSTRUCTIONAL MATL & SUPPLIES    |
|                     |                                |                    | 10,000.00         | 0140000010 4310   | SOUTH/INSTR / INSTRUCTIONAL MATL & SUPPLIES   |
|                     |                                |                    | 4,900.00          | 0142000010 4310   | OXFORD/INSTR / INSTRUCTIONAL MATL & SUPPLIE   |
|                     |                                |                    | 23,600.00         | 0144000010 4310   | LEX/INSTR / INSTRUCTIONAL MATL & SUPPLIES     |
|                     |                                |                    | 8,400.00          | 0147257011 4310   | SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT  |
|                     |                                |                    | 6,300.00          | 0161000010 4310   | INDEPENDENT STUDY/INSTR / INSTRUCTIONAL       |
|                     |                                |                    | 465.00            | 0175000010 4310   | CVA/INDEPENDENT STUDY/INSTR / INSTRUCTIONA    |
| T64X0293            | A 1 FENCE COMPANY              | 10,000.00          | 10,000.00         | 0110232081 5620   | MAINTENANCE/FENCE/MO / RENTALS/OPERATING      |
| T64X0315            | AARDVARK CLAY AND SUPPLIES INC | 500.00             | 500.00            | 0123005010 4310   | SA/ART/INSTR / INSTRUCTIONAL MATL & SUPPLIES  |
| T64X0326            | AARDVARK CLAY AND SUPPLIES INC | 400.00             | 400.00            | 0121000910 4310   | WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA    |
| T64R0047            | AC POWER 1 INC                 | 5,000.00           | 5,000.00          | 0138231081 5610   | BALL/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVIC |
| T64R0048            | AC POWER 1 INC                 | 5,000.00           | 5,000.00          | 0135231081 5610   | DALE/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVIC |
| T64S0021            | ADVANTAGE WEST INVESTMENT ENTE | 97,119.42          | 97,119.42         | 0100000000 9320   | GEN FUND/INC & BALANCE SHEET / STORES         |
| T64R0045            | ALL AMERICAN TROPHY ENGRAVING  | 631.42             | 631.42            | 0117909521 4320   | ED/SUMMER INTERNSHIP-AIM/INSTR / OTHER        |

Page No.: 1

User ID: MEICH

Report ID: PO010\_Vendor < Ver. 20161025>

Current Date: Current Time:

07/31/2023 15:50:41

## PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

**BOARD OF TRUSTEES MEETING 08/10/2023** 

FROM 07/10/2023 TO 07/30/2023

| PO<br><u>NUMBER</u> | <u>VENDOR</u>                  | PO<br>TOTAL | ACCOUNT<br>AMOUNT | ACCOUNT<br>NUMBER | PSEUDO / OBJECT DESCRIPTION                    |
|---------------------|--------------------------------|-------------|-------------------|-------------------|--|
| T64R0058            | AMAZON CAPITAL SERVICE         | 239.04      | 239.04            | 0128024010 4310   | CY/MATH/INSTR / INSTRUCTIONAL MATL & SUPPLI    |
| T64R0062            | AMAZON CAPITAL SERVICE         | 21.53       | 21.53             | 0128801340 4310   | ASB/ATHLETICS - GENERAL / INSTRUCTIONAL MAT    |
| T64R0076            | AMAZON CAPITAL SERVICE         | 708.80      | 708.80            | 0172489510 4310   | SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL    |
| T64R0111            | AMAZON CAPITAL SERVICE         | 491.33      | 491.33            | 0111221081 4347   | OPERATIONS - CUSTODIAL / OPERATIONS SUPPLIES   |
| T64R0149            | AMAZON CAPITAL SERVICE         | 36.16       | 36.16             | 0118118072 4320   | GRAPHICS/GENL ADM / OTHER OFFICE/MISC          |
| T64R0151            | AMAZON CAPITAL SERVICE         | 1,010.73    | 1,010.73          | 0122140027 4320   | MA/SCH ADM / OTHER OFFICE/MISC SUPPLIES        |
| T64T0055            | AMAZON CAPITAL SERVICE         | 27.45       | 27.45             | 0114114072 4320   | WAREHOUSE/GENL ADM / OTHER OFFICE/MISC         |
| T64A0053            | ANAHEIM ELEMENTARY SCHOOL DIST | 10,000.00   | 10,000.00         | 0113113036 5620   | TRANS/REG-ED/TRANSPORTATION /                  |
| T64X0240            | ANAHEIM TOOL REPAIR            | 1,000.00    | 1,000.00          | 0114114072 5610   | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S       |
| T64R0073            | APSI                           | 860.00      | 860.00            | 0125381010 5210   | KA/ECIA1/INSTR / TRAVEL AND CONFERENCE         |
| T64R0060            | ARBOR SCIENTIFIC               | 567.37      | 567.37            | 0127000910 4310   | KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL    |
| T64X0323            | ART SUPPLY WAREHOUSE           | 466.00      | 466.00            | 0121000910 4310   | WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA     |
| T64X0241            | ASSOCIATED BUSINESS PRODUCTS   | 1,500.00    | 1,500.00          | 0114114072 5610   | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S       |
| T64T0030            | AT AND T MOBILITY              | 10,893.96   | 10,893.96         | 0108108077 5880   | INFO SYSTEM/DP / OTHER OPERATING EXPENSES      |
| T64A0068            | AUTISM DIAGNOSTIC AND          | 7,300.00    | 7,300.00          | 0119283039 5850   | SYS/OTHER PUPIL / JUDGEMENTS                   |
| T64X0242            | B AND M LAWN AND GARDEN INC    | 6,000.00    | 6,000.00          | 0114114072 5610   | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S       |
| T64R0071            | BACH COMPANY, THE              | 2,256.89    | 2,256.89          | 0121381010 4410   | WE/ECIA TITLE I/INSTRUCTI / EQUIPMENT - NON-   |
| T64R0086            | BARNES AND NOBLE               | 800.37      | 800.37            | 0168381010 4310   | GI/TITLE I/INSTR / INSTRUCTIONAL MATL & SUPPLI |
| T64R0141            | BEACON ATHLETICS               | 1,410.45    | 215.50            | 0128811040 4310   | ASB/SOFTBALL / INSTRUCTIONAL MATL & SUPPLIE    |
|                     |                                |             | 1,194.95          | 0128811040 4410   | ASB/SOFTBALL / EQUIPMENT - NON-CAPITALIZED     |
| T64X0294            | BEE BUSTERS                    | 7,500.00    | 7,500.00          | 0111220081 5610   | OPERATIONS - GENERAL / REPAIRS/MAINT - O/S     |
| T64X0233            | BLICK ART MATERIALS LLC        | 1,000.00    | 1,000.00          | 0123005010 4310   | SA/ART/INSTR / INSTRUCTIONAL MATL & SUPPLIES   |
| T64X0324            | BLICK ART MATERIALS LLC        | 1,200.00    | 900.00            | 0121000910 4310   | WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA     |

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## PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

**BOARD OF TRUSTEES MEETING 08/10/2023** 

FROM 07/10/2023 TO 07/30/2023

| PO<br><u>NUMBER</u> | <u>VENDOR</u>                  | PO<br><u>TOTAL</u> | ACCOUNT<br>AMOUNT | ACCOUNT<br>NUMBER | PSEUDO / OBJECT DESCRIPTION                    |
|---------------------|--------------------------------|--------------------|-------------------|-------------------|--|
| T64X0324            | *** CONTINUED ***              |                    |                   |                   |  |
|                     |                                |                    | 300.00            | 0121005010 4310   | WESTERN/ART/INSTR / INSTRUCTIONAL MATL &       |
| T64T0043            | BOOK SYSTEMS INC               | 28,935.00          | 28,935.00         | 0153000910 5880   | SP PR/LCFF-SUPPLEMENTAL / OTHER OPERATING      |
| T64T0057            | BOOK SYSTEMS INC               | 13,205.00          | 13,205.00         | 0153000910 5880   | SP PR/LCFF-SUPPLEMENTAL / OTHER OPERATING      |
| T64R0057            | BRIDGEPORT GOLF CARS           | 5,441.38           | 5,441.38          | 0123591581 4410   | LOCAL GIFTS/GRANTS / EQUIPMENT - NON-          |
| T64X0243            | BRIDGEPORT GOLF CARS           | 25,000.00          | 25,000.00         | 0114114072 5610   | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S       |
| T64T0031            | BRIGHTLY SOFTWARE INC.         | 13,567.92          | 13,567.92         | 0110211081 5880   | MAINTENANCE/ENERGY SAVINGS/MO / OTHER          |
| T64R0112            | BSN SPORTS                     | 3,580.20           | 3,580.20          | 0132750640 4310   | OR/AFTER SCHOOL/ANCIL / INSTRUCTIONAL MATL     |
| T64R0088            | BULK BOOKSTORE                 | 1,136.55           | 1,136.55          | 0168381010 4310   | GI/TITLE I/INSTR / INSTRUCTIONAL MATL & SUPPLI |
| T64X0244            | BUSINESS MACHINES UNLIMITED    | 5,000.00           | 5,000.00          | 0114114072 5610   | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S       |
| T64T0038            | C.I. BUSINESS EQUIPMENT INC    | 535.00             | 535.00            | 0107107072 5610   | ACCTG /GENL ADM / REPAIRS/MAINT - O/S SERVICE  |
| T64X0245            | CAL LIFT INC                   | 9,500.00           | 9,500.00          | 0114114072 5610   | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S       |
| T64R0075            | CALIFORNIA DEPARTMENT OF EDUC. | 3,000.00           | 3,000.00          | 0113113036 5210   | TRANS/REG-ED/TRANSPORTATION / TRAVEL AND       |
| T64X0218            | CALIFORNIA SUPER CLEANERS      | 300.00             | 300.00            | 0131000081 5560   | BR/MO / LAUNDRY                                |
| T64R0031            | CALPERS                        | 398.00             | 398.00            | 0102102071 5210   | SUPT/BRD SUPT / TRAVEL AND CONFERENCE          |
| T64X0246            | CAMERA TECH REPAIRS            | 1,000.00           | 1,000.00          | 0114114072 5610   | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S       |
| T64X0247            | CAPISTRANO GOLF CARS INC       | 25,000.00          | 25,000.00         | 0114114072 5610   | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S       |
| T64R0063            | CAPTURING KIDS HEARTS          | 590.00             | 590.00            | 0128399010 5210   | TITLE II IMPR TCHR QUAL - ED / TRAVEL AND      |
| T64R0055            | CAROLINA BIOLOGICAL SUPPLY CO. | 3,943.49           | 3,943.49          | 0127000910 4410   | KE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -      |
| T64R0154            | CAROLINA BIOLOGICAL SUPPLY CO. | 133.54             | 133.54            | 0100031010 4310   | CHEMISTRY/INSTR / INSTRUCTIONAL MATL &         |
| T64R0155            | CAROLINA BIOLOGICAL SUPPLY CO. | 483.63             | 483.63            | 0100031010 4310   | CHEMISTRY/INSTR / INSTRUCTIONAL MATL &         |
| T64R0156            | CAROLINA BIOLOGICAL SUPPLY CO. | 2,222.45           | 2,222.45          | 0100031010 4310   | CHEMISTRY/INSTR / INSTRUCTIONAL MATL &         |
| T64X0266            | CART MAN INC, THE              | 25,000.00          | 25,000.00         | 0114114072 5610   | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S       |

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FROM 07/10/2023 TO 07/30/2023

| T64R0067         CASBO         5,252.00         5,252.00         0106106072 5310         BUSINESS/GENL ADM / DUES AND MEMBERSHIPS           T64T0036         CDW GOVERNMENT INC.         9,877.00         9,877.00         0108108077 5880         INFO SYSTEM/DP / OTHER OPERATING EXPENSES           T64T0042         CENGAGE LEARNING         2,200.00         2,200.00         0117751110 4210         IS/DUAL ENROLLMENT/INSTR / BOOKS AND           T64A0054         CENTRALIA SCHOOL DIST         4,000.00         4,000.00         0113113036 5620         TRANS/REG-ED/TRANSPORTATION /           T64S0003         CERTIFIED ART SUPPLY         3,179.49         3,179.49         0100000000 9320         GEN FUND/INC & BALANCE SHEET / STORES           T64C0007         CHARGEPOINT INC         15,505.92         15,505.92         0113113036 6490         TRANS/REG-ED/TRANSPORTATION / EQUIPMENT           T64R0124         CIS STATE OFFICE         2,175.00         2,175.00         0125000010 5310         KA/INSTR / DUES AND MEMBERSHIPS           T64R015         CITY OF ANAHEIM         4,077.00         4,077.00         0110230081 5880         MAINTENANCE/MO / OTHER OPERATING EXPENSES           T64R0105         CITY OF ANAHEIM         4,124.00         594.00         012230081 5880         MA/GENERAL/MO / OTHER OPERATING EXPENSES           T64R0105         CITY OF ANAHEIM  |
|--|
| T64T0042         CENGAGE LEARNING         2,200.00         2,200.00         0117751110 4210         IS/DUAL ENROLLMENT/INSTR / BOOKS AND           T64A0054         CENTRALIA SCHOOL DIST         4,000.00         4,000.00         0113113036 5620         TRANS/REG-ED/TRANSPORTATION /           T64S0003         CERTIFIED ART SUPPLY         3,179.49         3,179.49         0100000000 9320         GEN FUND/INC & BALANCE SHEET / STORES           T64C0007         CHARGEPOINT INC         15,505.92         15,505.92         0113113036 6490         TRANS/REG-ED/TRANSPORTATION / EQUIPMENT           T64R0124         CIF STATE OFFICE         2,175.00         2,175.00         0125000010 5310         KA/INSTR / DUES AND MEMBERSHIPS           T64R0081         CITY OF ANAHEIM         4,077.00         4,077.00         0110230081 5880         MAINTENANCE/MO / OTHER OPERATING EXPENSES           T64R0105         CITY OF ANAHEIM         4,124.00         594.00         0122230081 5880         WESTERN/GENERAL/MO / OTHER OPERATING EXPENSES   |
| T64A0054         CENTRALIA SCHOOL DIST         4,000.00         4,000.00         0113113036 5620         TRANS/REG-ED/TRANSPORTATION /           T64S0003         CERTIFIED ART SUPPLY         3,179.49         3,179.49         0100000000 9320         GEN FUND/INC & BALANCE SHEET / STORES           T64C0007         CHARGEPOINT INC         15,505.92         15,505.92         0113113036 6490         TRANS/REG-ED/TRANSPORTATION / EQUIPMENT           T64T0059         CI SOLUTIONS         4,500.63         4,500.63         0113113036 4320         TRANS/REG-ED/TRANSPORTATION / OTHER           T64R0124         CIF STATE OFFICE         2,175.00         2,175.00         0125000010 5310         KA/INSTR / DUES AND MEMBERSHIPS           T64R0081         CITY OF ANAHEIM         4,077.00         4,077.00         0110230081 5880         MAINTENANCE/MO / OTHER OPERATING EXPENSES           T64R0105         CITY OF ANAHEIM         4,124.00         594.00         0121230081 5880         WESTERN/GENERAL/MO / OTHER OPERATING EXPENSES  |
| T64S0003         CERTIFIED ART SUPPLY         3,179.49         3,179.49         0100000000 9320         GEN FUND/INC & BALANCE SHEET / STORES           T64C0007         CHARGEPOINT INC         15,505.92         15,505.92         0113113036 6490         TRANS/REG-ED/TRANSPORTATION / EQUIPMENT           T64T0059         CI SOLUTIONS         4,500.63         4,500.63         0113113036 4320         TRANS/REG-ED/TRANSPORTATION / OTHER           T64R0124         CIF STATE OFFICE         2,175.00         2,175.00         0125000010 5310         KA/INSTR / DUES AND MEMBERSHIPS           T64R0081         CITY OF ANAHEIM         4,077.00         4,077.00         0110230081 5880         MAINTENANCE/MO / OTHER OPERATING EXPENSES           T64R0105         CITY OF ANAHEIM         4,124.00         594.00         0121230081 5880         WESTERN/GENERAL/MO / OTHER OPERATING EXPENSES   |
| T64C0007         CHARGEPOINT INC         15,505.92         15,505.92         0113113036 6490         TRANS/REG-ED/TRANSPORTATION / EQUIPMENT TO THE PROPERTY OF THE PROPER |
| T64T0059         CI SOLUTIONS         4,500.63         4,500.63         0113113036 4320         TRANS/REG-ED/TRANSPORTATION / OTHER           T64R0124         CIF STATE OFFICE         2,175.00         2,175.00         0125000010 5310         KA/INSTR / DUES AND MEMBERSHIPS           T64R0081         CITY OF ANAHEIM         4,077.00         4,077.00         0110230081 5880         MAINTENANCE/MO / OTHER OPERATING EXPENSED           T64R0105         CITY OF ANAHEIM         4,124.00         594.00         0121230081 5880         WESTERN/GENERAL/MO / OTHER OPERATING EXPENSED           MA/GENERAL/MO / OTHER OPERATING EXPENSED   |
| T64R0124         CIF STATE OFFICE         2,175.00         2,175.00         0125000010 5310         KA/INSTR / DUES AND MEMBERSHIPS           T64R0081         CITY OF ANAHEIM         4,077.00         4,077.00         0110230081 5880         MAINTENANCE/MO / OTHER OPERATING EXPENSED           T64R0105         CITY OF ANAHEIM         4,124.00         594.00         0121230081 5880         WESTERN/GENERAL/MO / OTHER OPERATING EXPENSED           MA/GENERAL/MO / OTHER OPERATING EXPENSED         MA/GENERAL/MO / OTHER OPERATING EXPENSED  |
| T64R0081         CITY OF ANAHEIM         4,077.00         4,077.00         0110230081 5880         MAINTENANCE/MO / OTHER OPERATING EXPENS           T64R0105         CITY OF ANAHEIM         4,124.00         594.00         0121230081 5880         WESTERN/GENERAL/MO / OTHER OPERATING           594.00         0122230081 5880         MA/GENERAL/MO / OTHER OPERATING EXPENSES   |
| T64R0105         CITY OF ANAHEIM         4,124.00         594.00         0121230081 5880         WESTERN/GENERAL/MO / OTHER OPERATING           594.00         0122230081 5880         MA/GENERAL/MO / OTHER OPERATING EXPENSES  |
| 594.00 0122230081 5880 MA/GENERAL/MO / OTHER OPERATING EXPENSES  |
|  |
| 1.668.00 0123230081 5880 SA/GENERAL/MO / OTHER OPERATING EXPENSES  |
|  |
| 674.00 0124230081 5880 LOARA/GENERAL/MO / OTHER OPERATING EXPER  |
| 594.00 0125230081 5880 KA/GENERAL/MO / OTHER OPERATING EXPENSES  |
| <b>T64R0113 CLEAN OUT KINGS 500.00</b> 500.00 0138239081 5610 BALL/PLUMB/MO / REPAIRS/MAINT - O/S SERVICE  |
| <b>T64R0050 COSCO FIRE PROTECTION INC 15,820.00</b> 15,820.00 0110230081 5610 MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVI   |
| <b>T64X0295 COSCO FIRE PROTECTION INC 21,000.00</b> 21,000.00 0110230081 5610 MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVI   |
| <b>T64R0024 CROWN LIFT TRUCKS 5,386.42</b> 5,386.42 0135000081 4410 DALE/MO / EQUIPMENT - NON-CAPITALIZED  |
| <b>T64X0272 CROWN LIFT TRUCKS 5,000.00</b> 5,000.00 0114114072 5610 WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S   |
| <b>T64X0273 CROWN TROPHY 500.00</b> 500.00 0134750640 4310 WA/AFTER SCHOOL/ANCIL / INSTRUCTIONAL MA  |
| <b>T64C0002 CULVER NEWLIN 13,563.90</b> 3,478.50 2722731185 4310 MA/BOND SERIES 2019 - MEAS H / INSTRUCTIONA   |
| 10,085.40 2722731185 4410 MA/BOND SERIES 2019 - MEAS H / EQUIPMENT - N   |
| <b>T64R0099 CULVER NEWLIN</b> 2,747.37 2,747.37 0125140027 4410 KA/SCH ADM/SCH ADM / EQUIPMENT - NON-  |
| <b>T64S0022 D. HAUPTMAN CO. INC.</b> 19,695.04 19,695.04 0100000000 9320 GEN FUND/INC & BALANCE SHEET / STORES   |

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| PO<br><u>NUMBER</u> | <u>VENDOR</u>                 | PO<br><u>TOTAL</u> | ACCOUNT<br>AMOUNT  | ACCOUNT<br>NUMBER                  | PSEUDO / OBJECT DESCRIPTION  |
|---------------------|-------------------------------|--------------------|--------------------|------------------------------------|--|
| T64R0042            | DAZIAN LLC                    | 1,986.47           | 690.47<br>1,296.00 | 0127970081 4355<br>0127970081 5610 | KE/COMM SVC/MO / MAINTENANCE SUPPLIES<br>KE/COMM SVC/MO / REPAIRS/MAINT - O/S SERVICES |
| T64T0064            | DELTAMATH SOLUTIONS INC       | 2,320.00           | 2,320.00           | 0128000910 5880                    | CY/LCFF-CONCENTRATION/INSTR / OTHER  |
| T64T0037            | EBSCO PUBLISHING              | 40,794.00          | 40,794.00          | 0153000910 5880                    | SP PR/LCFF-SUPPLEMENTAL / OTHER OPERATING  |
| T64R0093            | EBSCO SUBSCRIPTION SERVICE    | 226.28             | 226.28             | 0127007010 5880                    | KE/INS MUS/INSTR / OTHER OPERATING EXPENSES  |
| T64R0098            | EBSCO SUBSCRIPTION SERVICE    | 1,428.37           | 1,428.37           | 0125381010 4310                    | KA/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI   |
| T64X0248            | ECONOMY RENTALS INC           | 3,000.00           | 3,000.00           | 0114114072 5610                    | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S   |
| T64X0332            | ECONOMY RENTALS INC           | 500.00             | 500.00             | 0132000010 5620                    | OR/INSTR / RENTALS/OPERATING LEASES  |
| T64A0062            | EDMENTUM INC.                 | 154,750.00         | 154,750.00         | 0153000910 5880                    | SP PR/LCFF-SUPPLEMENTAL / OTHER OPERATING  |
| T64A0063            | EDMENTUM INC.                 | 40,115.25          | 40,115.25          | 0153000910 5880                    | SP PR/LCFF-SUPPLEMENTAL / OTHER OPERATING  |
| T64R0061            | EDU BUSINESS SOLUTIONS        | 2,948.40           | 2,948.40           | 0118118072 5610                    | GRAPHICS/GENL ADM / REPAIRS/MAINT - O/S  |
| T64A0075            | EDUCATION & ELDER LAW         | 12,000.00          | 12,000.00          | 0119283021 5821                    | SYS/SUPV INST / LEGAL FEES   |
| T64R0139            | EL PARTNER CATERING           | 1,800.00           | 1,800.00           | 0123140027 4390                    | SA/SCH ADM/SCH ADM / MEETING EXPENSE - FOOD  |
| T64R0129            | EMPLOYMENT DEVELOPMENT DEPT.  | 570.59             | 570.59             | 0100000010 3501                    | GEN FUND/INSTR / SUI-CERTIFICATED  |
| T64R0065            | EPIC SPORTS                   | 60.94              | 60.94              | 0128801340 4310                    | ASB/ATHLETICS - GENERAL / INSTRUCTIONAL MAT  |
| T64T0049            | EVREX CORPORATION             | 1,350.00           | 1,350.00           | 0115115021 5610                    | EDUCATION/SUPV INST / REPAIRS/MAINT - O/S  |
| T64T0047            | FARONICS TECHNOLOGIES USA INC | 5,242.38           | 5,242.38           | 0108108077 5610                    | INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES  |
| T64X0249            | FEDEX                         | 10,000.00          | 10,000.00          | 0114114072 5610                    | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S   |
| T64A0059            | FENTON.OR1.LLC                | 70,000.00          | 70,000.00          | 0106106072 5810                    | BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF   |
| T64R0114            | FINAL CLEANING SOLUTIONS INC  | 8,948.00           | 8,948.00           | 0127221081 5610                    | OPERATIONS - CUSTODIAL / REPAIRS/MAINT - O/S   |
| T64R0080            | FIVE STAR RUBBER STAMP INC    | 174.06             | 174.06             | 0122140027 4320                    | MA/SCH ADM / OTHER OFFICE/MISC SUPPLIES  |
| T64R0056            | FLINN SCIENTIFIC INC          | 3,451.39           | 2,942.27<br>509.12 | 0127000910 4310<br>0127000910 4410 | KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL KE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -  |

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|---------------------|-------------------------------|--------------------|--------------------|------------------------------------|---|
| T64R0143            | FLINN SCIENTIFIC INC          | 483.48             | 483.48             | 0100031010 4310                    | CHEMISTRY/INSTR / INSTRUCTIONAL MATL &  |
| T64R0144            | FLINN SCIENTIFIC INC          | 116.09             | 116.09             | 0100031010 4310                    | CHEMISTRY/INSTR / INSTRUCTIONAL MATL &  |
| T64R0145            | FLINN SCIENTIFIC INC          | 484.00             | 484.00             | 0100031010 4310                    | CHEMISTRY/INSTR / INSTRUCTIONAL MATL &  |
| T64R0147            | FLINN SCIENTIFIC INC          | 164.42             | 164.42             | 0100031010 4310                    | CHEMISTRY/INSTR / INSTRUCTIONAL MATL &  |
| T64R0148            | FLINN SCIENTIFIC INC          | 1,904.17           | 1,904.17           | 0100031010 4310                    | CHEMISTRY/INSTR / INSTRUCTIONAL MATL &  |
| T64R0150            | FLINN SCIENTIFIC INC          | 440.00             | 440.00             | 0100031010 4310                    | CHEMISTRY/INSTR / INSTRUCTIONAL MATL &  |
| T64R0152            | FLINN SCIENTIFIC INC          | 4,683.05           | 4,683.05           | 0100031010 4310                    | CHEMISTRY/INSTR / INSTRUCTIONAL MATL &  |
| T64R0153            | FLINN SCIENTIFIC INC          | 4,664.34           | 4,664.34           | 0100031010 4310                    | CHEMISTRY/INSTR / INSTRUCTIONAL MATL &  |
| T64R0157            | FLINN SCIENTIFIC INC          | 1,395.15           | 1,395.15           | 0100031010 4310                    | CHEMISTRY/INSTR / INSTRUCTIONAL MATL &  |
| T64A0052            | FRONTLINE EDUCATION           | 19,800.00          | 19,800.00          | 0155155072 5880                    | BUSINESS/ GENL ADM / OTHER OPERATING  |
| T64A0060            | FRONTLINE EDUCATION           | 12,500.39          | 12,500.39          | 0155155072 5880                    | BUSINESS/ GENL ADM / OTHER OPERATING  |
| T64R0140            | FULLER TRUCK ACCESSORIES      | 1,740.41           | 1,460.41<br>280.00 | 0110230081 4355<br>0110230081 5610 | MAINTENANCE/MO / MAINTENANCE SUPPLIES<br>MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE |
| T64X0250            | FUTURE SHREDDING INC          | 7,500.00           | 7,500.00           | 0114114072 5610                    | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S  |
| T64X0328            | GANAHL LUMBER CO              | 3,000.00           | 3,000.00           | 0168000910 4310                    | GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL   |
| T64X0319            | GARDENA VALLEY NEWS           | 2,000.00           | 2,000.00           | 0127023010 4310                    | KE/JOURNAL/INSTR / INSTRUCTIONAL MATL &   |
| T64R0102            | GLASBY MAINTENANCE SUPPLY CO. | 1,705.51           | 354.50<br>1,351.01 | 0127000081 4347<br>0127000081 4410 | KE/MO / OPERATIONS SUPPLIES - MISC<br>KE/MO / EQUIPMENT - NON-CAPITALIZED             |
| T64R0121            | GOLDEN WEST LEAGUE            | 2,000.00           | 2,000.00           | 0125000010 5310                    | KA/INSTR / DUES AND MEMBERSHIPS   |
| T64S0012            | GOV CONNECTION INC            | 1,448.16           | 1,448.16           | 0100000000 9320                    | GEN FUND/INC & BALANCE SHEET / STORES   |
| T64T0054            | HOME CAMPUS                   | 8,059.50           | 8,059.50           | 0115750210 5880                    | ED/S & C (INNOVATION GNT/INSTR / OTHER  |
| T64X0232            | HOME DEPOT CREDIT SERVICES    | 2,500.00           | 2,500.00           | 0108108077 4320                    | INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES   |
| T64A0055            | HUNTINGTON BEACH U.H.S.D.     | 10,000.00          | 10,000.00          | 0113113036 5620                    | TRANS/REG-ED/TRANSPORTATION /   |

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|---------------------|--------------------------------|--------------------|-------------------|-------------------|--|
| T64X0251            | IMAGE APPAREL FOR BUSINESS     | 3,500.00           | 3,500.00          | 0114114072 5610   | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S     |
| T64X0237            | INDEPENDENT                    | 4,000.00           | 4,000.00          | 0108108077 4320   | INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES  |
| T64X0327            | INDEPENDENT                    | 15,000.00          | 15,000.00         | 2756731185 6252   | BOND SERIES 2019 - MEAS H / PLANNING - BID   |
| T64R0119            | INTELESYSONE INC.              | 123.76             | 123.76            | 0112112072 4320   | PURCHASING/GENL ADM / OTHER OFFICE/MISC      |
| T64T0056            | INTERACTIVE EDUCATIONAL SERVIC | 14,500.00          | 14,500.00         | 0108108077 5880   | INFO SYSTEM/DP / OTHER OPERATING EXPENSES    |
| T64R0101            | INTERNATIONAL BACCALAUREATE OR | 12,233.00          | 12,233.00         | 0127000810 5880   | KE/LCFF-SUPPLEMENTAL/INSTR / OTHER OPERATIN  |
| T64X0309            | J.W. PEPPER AND SON INC.       | 1,600.00           | 1,600.00          | 0144008010 4310   | LEX/VOC MUSIC/INSTR / INSTRUCTIONAL MATL &   |
| T64X0310            | J.W. PEPPER AND SON INC.       | 800.00             | 800.00            | 0125007010 4310   | KA/INS MUS/INSTR / INSTRUCTIONAL MATL &      |
| T64X0311            | J.W. PEPPER AND SON INC.       | 500.00             | 500.00            | 0138007010 4310   | BALL/INS MUS/INSTR / INSTRUCTIONAL MATL &    |
| T64X0312            | J.W. PEPPER AND SON INC.       | 500.00             | 500.00            | 0138008010 4310   | BALL/VOC MUSIC/INSTR / INSTRUCTIONAL MATL &  |
| T64X0335            | J.W. PEPPER AND SON INC.       | 800.00             | 800.00            | 0125007010 4310   | KA/INS MUS/INSTR / INSTRUCTIONAL MATL &      |
| T64R0049            | JM AND J CONTRACTORS           | 2,200.00           | 2,200.00          | 0140230081 5610   | SOUTH/GENERAL/MO / REPAIRS/MAINT - O/S       |
| T64X0252            | JOHN RIZUTO'S KILN SERVICE     | 3,000.00           | 3,000.00          | 0114114072 5610   | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S     |
| T64R0091            | JSTOR                          | 2,600.00           | 2,600.00          | 0127000810 5880   | KE/LCFF-SUPPLEMENTAL/INSTR / OTHER OPERATIN  |
| T64R0053            | JUNIOR LIBRARY GUILD           | 1,847.63           | 1,847.63          | 0134000910 4210   | WA/LCFF-CONCENTRATION/INSTR / BOOKS AND      |
| T64R0128            | JUNIOR LIBRARY GUILD           | 4,397.20           | 4,397.20          | 0125000910 4210   | KA/LCFF-CONCENTRATION/INSTR / BOOKS AND      |
| T64X0253            | KAIROS TOOLING                 | 2,000.00           | 2,000.00          | 0114114072 5610   | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S     |
| T64R0116            | KEN GRODY FORD                 | 43,938.57          | 43,938.57         | 0108108077 6490   | INFO SYSTEM/DP / EQUIPMENT - OTHER           |
| T64X0314            | LAGUNA CLAY CO.                | 2,500.00           | 2,500.00          | 0123005010 4310   | SA/ART/INSTR / INSTRUCTIONAL MATL & SUPPLIES |
| T64X0325            | LAGUNA CLAY CO.                | 433.00             | 433.00            | 0121000910 4310   | WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA   |
| T64S0020            | LIBERTY FLAGS                  | 1,675.72           | 1,675.72          | 0100000000 9320   | GEN FUND/INC & BALANCE SHEET / STORES        |
| T64S0008            | LIBERTY PAPER                  | 29,428.69          | 29,428.69         | 0100000000 9320   | GEN FUND/INC & BALANCE SHEET / STORES        |
| T64A0056            | LOS ALAMITOS UNIFIED SCHOOL DI | 10,000.00          | 10,000.00         | 0113113036 5620   | TRANS/REG-ED/TRANSPORTATION /                |

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**BOARD OF TRUSTEES MEETING 08/10/2023** 

FROM 07/10/2023 TO 07/30/2023

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| PO<br><u>NUMBER</u> | VENDOR                      | PO<br>TOTAL |                      | ACCOUNT<br>NUMBER                  | PSEUDO / OBJECT DESCRIPTION   |
|---------------------|-----------------------------|-------------|----------------------|------------------------------------|---|
| T64X0255            | LOS ANGELES VIOLIN SHOP     | 6,000.00    | 6,000.00             | 0114114072 5610                    | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S  |
| T64R0132            | M.P. SOUTH INC              | 4,600.00    | 4,600.00             | 0149000081 5610                    | GLOVER/MO / REPAIRS/MAINT - O/S SERVICES  |
| T64R0059            | MANHATTAN STITCHING INC     | 582.93      | 582.93               | 0134595010 4310                    | WA/SHORT STAY VIST PROG FEE / INSTRUCTIONAL   |
| T64S0005            | MARKERTEK VIDEO SUPPLY      | 596.48      | 596.48               | 0100000000 9320                    | GEN FUND/INC & BALANCE SHEET / STORES   |
| T64R0074            | MC GRAW HILL EDUCATION INC. | 1,791.99    | 1,791.99             | 0117751110 4210                    | IS/DUAL ENROLLMENT/INSTR / BOOKS AND  |
| T64X0296            | MD INSTALLATIONS INT'L INC. | 14,500.00   | 14,500.00            | 0110230081 5610                    | MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE  |
| T64R0026            | MEDCO SUPPLY COMPANY        | 3,392.17    | 1,664.23<br>1,727.94 | 0128801340 4310<br>0128801340 4410 | ASB/ATHLETICS - GENERAL / INSTRUCTIONAL MAT<br>ASB/ATHLETICS - GENERAL / EQUIPMENT - NON- |
| T64X0321            | MEDCO SUPPLY COMPANY        | 500.00      | 500.00               | 0168000910 4310                    | GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL   |
| T64T0045            | MONSIDO INC                 | 9,111.60    | 9,111.60             | 0108108077 5880                    | INFO SYSTEM/DP / OTHER OPERATING EXPENSES   |
| T64R0034            | MONTGOMERY HARDWARE CO.     | 502.55      | 502.55               | 0125236081 4355                    | KA/LOCKS/MO / MAINTENANCE SUPPLIES  |
| T64R0035            | MONTGOMERY HARDWARE CO.     | 1,067.82    | 1,067.82             | 0125236081 4410                    | KA/LOCKS/MO / EQUIPMENT - NON-CAPITALIZED   |
| T64R0036            | MONTGOMERY HARDWARE CO.     | 8,057.12    | 8,057.12             | 0110236081 4355                    | MAINTENANCE/LOCKS/MO / MAINTENANCE  |
| T64R0037            | MONTGOMERY HARDWARE CO.     | 1,605.50    | 424.54<br>1,180.96   | 0140236081 4355<br>0140236081 4410 | SOUTH/LOCKS/MO / MAINTENANCE SUPPLIES<br>SOUTH/LOCKS/MO / EQUIPMENT - NON-CAPITALIZE      |
| T64R0038            | MONTGOMERY HARDWARE CO.     | 2,308.03    | 1,259.62<br>1,048.41 | 0140236081 4355<br>0140236081 4410 | SOUTH/LOCKS/MO / MAINTENANCE SUPPLIES<br>SOUTH/LOCKS/MO / EQUIPMENT - NON-CAPITALIZE      |
| T64R0040            | MONTGOMERY HARDWARE CO.     | 2,816.16    | 2,816.16             | 0120236081 4355                    | ANAHEIM/LOCKS/MO / MAINTENANCE SUPPLIES   |
| T64R0043            | MONTGOMERY HARDWARE CO.     | 1,670.95    | 1,060.01<br>610.94   | 0110236081 4355<br>0110236081 4410 | MAINTENANCE/LOCKS/MO / MAINTENANCE<br>MAINTENANCE/LOCKS/MO / EQUIPMENT - NON-             |
| T64R0044            | MONTGOMERY HARDWARE CO.     | 1,847.94    | 696.07<br>1,151.87   | 0137236081 4355<br>0137236081 4410 | SY/LOCKS/MO / MAINTENANCE SUPPLIES<br>SY/LOCKS/MO / EQUIPMENT - NON-CAPITALIZED           |
| T64R0100            | MONTGOMERY HARDWARE CO.     | 6,458.79    | 2,411.68<br>4,047.11 | 0138236081 4355<br>0138236081 4410 | BALL/LOCKS/MO / MAINTENANCE SUPPLIES<br>BALL/LOCKS/MO / EQUIPMENT - NON-CAPITALIZED       |

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FROM 07/10/2023 TO 07/30/2023

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|---------------------|--------------------------------|--------------------|-------------------|------------------------------------|--|
| T64R0136            | MONTGOMERY HARDWARE CO.        | 1,763.89           | 45.26<br>1,180.96 | 0120230081 4355<br>0120230081 4410 | ANAHEIM/GENERAL/MO / MAINTENANCE SUPPLIES<br>ANAHEIM/GENERAL/MO / EQUIPMENT - NON- |
|                     |                                |                    | 537.67            | 0120236081 4355                    | ANAHEIM/CENEKAL/MO / EQUITMENT - NON-<br>ANAHEIM/LOCKS/MO / MAINTENANCE SUPPLIES   |
| T64X0256            | MOREY'S MUSIC STORE            | 2,000.00           | 2,000.00          | 0114114072 5610                    | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S   |
| T64A0073            | MOUNTAIN VALLEY CHILD AND FAMI | 29,664.00          | 23,328.00         | 0119282439 5860                    | SP ED MENTAL HEALTH SERVICES / NONPUBLIC   |
|                     |                                |                    | 6,336.00          | 0119285018 5860                    | SYS/SE NPS/SEV / NONPUBLIC SCHOOLS   |
| T64R0084            | MPS                            | 9,108.40           | 9,108.40          | 0117468010 4210                    | IS/LOTTERY/INSTR / BOOKS AND REFERENCE   |
| T64R0085            | MPS                            | 5,794.57           | 5,794.57          | 0117751110 4210                    | IS/DUAL ENROLLMENT/INSTR / BOOKS AND   |
| T64X0257            | MUSIC AND ARTS CENTER          | 2,000.00           | 2,000.00          | 0114114072 5610                    | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S   |
| T64T0044            | MY PAYMENT NETWORK             | 500.00             | 500.00            | 0108108077 5610                    | INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES                                      |
| T64T0029            | MYSTERY SCIENCE INC            | 395.00             | 395.00            | 0147257011 5880                    | SEVER HDCP/SE SEP CL/SEV / OTHER OPERATING   |
| T64S0018            | NASCO                          | 1,130.17           | 1,130.17          | 0100000000 9320                    | GEN FUND/INC & BALANCE SHEET / STORES  |
| T64R0090            | NASSP                          | 385.00             | 385.00            | 0124000010 5310                    | LOARA/INSTR / DUES AND MEMBERSHIPS   |
| T64T0061            | NETSYNC NETWORK SOLUTIONS      | 4,148.00           | 4,148.00          | 0108108077 5610                    | INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES                                      |
| T64X0220            | NEW GREEN LEAF INC             | 2,000.00           | 2,000.00          | 0127007081 5560                    | KE/INSTR MUSIC/M&O / LAUNDRY   |
| T64S0016            | NEWARK ELEMENT14               | 280.15             | 280.15            | 0100000000 9320                    | GEN FUND/INC & BALANCE SHEET / STORES  |
| T64X0258            | NORMS REFRIGERATION AND ICE    | 5,000.00           | 5,000.00          | 0114114072 5610                    | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S   |
| T64R0070            | NORTH ORANGE COUNTY REGIONAL   | 9,507.20           | 9,507.20          | 0102087072 5805                    | SUPERINTENDENT/KAUFMAN/OTH / INSTRUCTIONA  |
| T64X0317            | NORTH ORANGE COUNTY REGIONAL   | 20,000.00          | 20,000.00         | 0117751110 5805                    | IS/DUAL ENROLLMENT/INSTR / INSTRUCTIONAL   |
| T64X0318            | NORTH ORANGE COUNTY REGIONAL   | 20,000.00          | 20,000.00         | 0117597010 5805                    | IS/CSFU-HEALTH CAREER OPTY PRO /   |
| T64C0008            | O'REILLY AUTO PARTS            | 885.69             | 885.69            | 0179113036 4387                    | GARAGE/TRANS-REG ED/TRANSPORT /  |
| T64X0292            | OC LAND MGMT SERVICE           | 5,000.00           | 5,000.00          | 0111222081 4347                    | OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -                                       |
| T64X0259            | OC MEDICAL SUPPLY INC          | 800.00             | 800.00            | 0114114072 5610                    | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S   |
|                     |                                |                    |                   |                                    |  |

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**BOARD OF TRUSTEES MEETING 08/10/2023** 

FROM 07/10/2023 TO 07/30/2023

| PO<br><u>NUMBER</u> | <u>VENDOR</u>                  | PO<br><u>TOTAL</u> | ACCOUNT<br>AMOUNT      | ACCOUNT<br>NUMBER                  | PSEUDO / OBJECT DESCRIPTION   |
|---------------------|--------------------------------|--------------------|------------------------|------------------------------------|---|
| T64A0050            | OCDE                           | 118,800.00         | 118,800.00             | 0106106072 5810                    | BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF  |
| T64A0051            | OCDE                           | 6,000.00           | 6,000.00               | 0106106072 5810                    | BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF  |
| T64R0109            | OCDE                           | 650.00             | 650.00                 | 0142399010 5210                    | TITLE II IMPR TCHR QUAL - ED / TRAVEL AND   |
| T64R0118            | OCDE                           | 1,500.00           | 1,500.00               | 0142399010 5210                    | TITLE II IMPR TCHR QUAL - ED / TRAVEL AND   |
| T64R0146            | OCDE                           | 650.00             | 650.00                 | 0125381010 5210                    | KA/ECIA1/INSTR / TRAVEL AND CONFERENCE  |
| T64T0060            | OCDE                           | 2,876.93           | 2,876.93               | 0108108077 4310                    | INFO SYSTEM/DP / INSTRUCTIONAL MATL &   |
| T64X0320            | OCEAN BREEZE PACIFIC LLC.      | 2,000.00           | 2,000.00               | 0125028081 5560                    | KATELLA/ATHLETCS/FIELD SUPP / LAUNDRY   |
| T64C0003            | OES OFFICE FURNITURE           | 79,344.40          | 65,995.36<br>13,349.04 | 2542710185 4310<br>2542710185 4410 | OXFORD/DEVELOPER FEES/FAC ACQ /<br>OXFORD/DEVELOPER FEES/FAC ACQ / EQUIPMENT -      |
| T64R0087            | OES OFFICE FURNITURE           | 23,786.12          | 5,566.11<br>18,220.01  | 0137140027 4320<br>0137140027 4410 | SY/SCH ADM / OTHER OFFICE/MISC SUPPLIES<br>SY/SCH ADM / EQUIPMENT - NON-CAPITALIZED |
| T64R0094            | OES OFFICE FURNITURE           | 2,054.60           | 2,054.60               | 0161140027 4410                    | IND STUDY/SCHOOL ADMINISTRATIO / EQUIPMENT  |
| T64R0095            | OES OFFICE FURNITURE           | 457.98             | 457.98                 | 0168140027 4320                    | GI SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MISO  |
| T64R0097            | OES OFFICE FURNITURE           | 2,685.60           | 2,685.60               | 0177177072 4410                    | RISK MANAGEMENT / EQUIPMENT - NON-  |
| T64R0069            | OFFICE DEPOT                   | 104.48             | 104.48                 | 0127140027 4320                    | KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES   |
| T64X0236            | OFFICE DEPOT                   | 1,000.00           | 1,000.00               | 0112112072 4320                    | PURCHASING/GENL ADM / OTHER OFFICE/MISC   |
| T64X0334            | OFFICE DEPOT                   | 2,000.00           | 2,000.00               | 0156156072 4320                    | FACILITIES/GENL ADM / OTHER OFFICE/MISC   |
| T64X0336            | OFFICE DEPOT                   | 3,000.00           | 3,000.00               | 0106106072 4320                    | BUSINESS/GENL ADM / OTHER OFFICE/MISC   |
| T64R0078            | ONE DAY SIGNS                  | 856.61             | 856.61                 | 0134000927 4320                    | WA/LCFF-CONCENTRATION/SCH ADM / OTHER   |
| T64R0138            | ONE DAY SIGNS                  | 1,797.19           | 1,797.19               | 0124000981 5610                    | LO/LCFF-CONCENTRATION/M&O / REPAIRS/MAINT   |
| T64X0287            | ORANGE COUNTY BEARING          | 2,000.00           | 2,000.00               | 0110230081 4355                    | MAINTENANCE/MO / MAINTENANCE SUPPLIES   |
| T64A0064            | ORANGE COUNTY PUBLIC SAFETY    | 365,700.00         | 365,700.00             | 0172172083 5810                    | SAFE SCHOOLS / NON-INSTRUCTIONAL PROF   |
| T64R0041            | ORANGE COUNTY SCHOOL BOARDS AS | 250.00             | 250.00                 | 0102102071 5310                    | SUPT/BRD SUPT / DUES AND MEMBERSHIPS  |

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**BOARD OF TRUSTEES MEETING 08/10/2023** 

FROM 07/10/2023 TO 07/30/2023

| PO<br><u>NUMBER</u> | <u>VENDOR</u>                  | PO<br><u>TOTAL</u> | ACCOUNT<br>AMOUNT | ACCOUNT<br>NUMBER | PSEUDO / OBJECT DESCRIPTION                  |
|---------------------|--------------------------------|--------------------|-------------------|-------------------|--|
| T64R0096            | ORANGE COUNTY TRANSIT AUTHORIT | 31,562.32          | 31,562.32         | 0119257036 5880   | ADULT TRANSITION/PUPIL TRANS / OTHER         |
| T64A0057            | ORANGE UNIFIED SCHOOL DISTRICT | 10,000.00          | 10,000.00         | 0113113036 5620   | TRANS/REG-ED/TRANSPORTATION /                |
| T64X0234            | ORCHARD INC                    | 6,600.00           | 6,600.00          | 0111220081 5610   | OPERATIONS - GENERAL / REPAIRS/MAINT - O/S   |
| T64X0288            | ORRAVAN MECHANICAL             | 10,000.00          | 10,000.00         | 0110235081 5610   | MAINTENANCE/HVAC/MO / REPAIRS/MAINT - O/S    |
| T64S0006            | ORVAC ELECTRONICS              | 895.92             | 895.92            | 0100000000 9320   | GEN FUND/INC & BALANCE SHEET / STORES        |
| T64X0274            | ORVAC ELECTRONICS              | 10,000.00          | 10,000.00         | 0110231081 4355   | MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE    |
| T64X0289            | PACIFIC TURF EQUIPMENT         | 10,000.00          | 10,000.00         | 0111220081 4347   | OPERATIONS - GENERAL / OPERATIONS SUPPLIES - |
| T64A0061            | PATTERSON, COLLEEN R.          | 20,000.00          | 20,000.00         | 0106106072 5810   | BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF   |
| T64X0337            | PAXTON PATTERSON               | 500.00             | 500.00            | 0168000910 4310   | GI/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL  |
| T64X0275            | PENNER PARTITIONS INC          | 15,000.00          | 15,000.00         | 0110230081 4355   | MAINTENANCE/MO / MAINTENANCE SUPPLIES        |
| T64X0276            | PEST OPTIONS INC               | 5,000.00           | 5,000.00          | 0111220081 5610   | OPERATIONS - GENERAL / REPAIRS/MAINT - O/S   |
| T64X0277            | PINEDA'S NURSERY INC           | 20,000.00          | 20,000.00         | 0111220081 4347   | OPERATIONS - GENERAL / OPERATIONS SUPPLIES - |
| T64X0260            | PITNEY BOWES                   | 50,000.00          | 50,000.00         | 0114114072 5610   | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S     |
| T64X0261            | PITNEY BOWES                   | 5,000.00           | 5,000.00          | 0114114072 5610   | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S     |
| T64X0262            | PITNEY BOWES                   | 3,000.00           | 3,000.00          | 0114114072 4347   | WAREHOUSE/GENL ADM / OPERATIONS SUPPLIES -   |
| T64A0058            | PLACENTIA YORBA LINDA USD      | 10,000.00          | 10,000.00         | 0113113036 5620   | TRANS/REG-ED/TRANSPORTATION /                |
| T64X0278            | PLUMBING AND INDUSTRIAL SUPPLY | 3,000.00           | 3,000.00          | 0110239081 4355   | MAINTENANCE/PLUMB/MO / MAINTENANCE           |
| T64R0079            | PRECISION DYNAMICS CORP.       | 14,901.83          | 14,901.83         | 0110236081 4355   | MAINTENANCE/LOCKS/MO / MAINTENANCE           |
| T64R0104            | PRINGLES DRAPERIES AND BLINDS  | 20,011.37          | 7,234.34          | 0121230081 4410   | WESTERN/GENERAL/MO / EQUIPMENT - NON-        |
|                     |                                |                    | 1,282.00          | 0121230081 5610   | WESTERN/GENERAL/MO / REPAIRS/MAINT - O/S     |
|                     |                                |                    | 4,876.77          | 0134230081 4410   | WA/GENERAL/MO / EQUIPMENT - NON-CAPITALIZE   |
|                     |                                |                    | 1,050.00          | 0134230081 5610   | WA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES |
|                     |                                |                    | 4,508.26          | 0168230081 4410   | GI SOUTH/GENERAL/MO / EQUIPMENT - NON-       |
|                     |                                |                    | 1,060.00          | 0168230081 5610   | GI SOUTH/GENERAL/MO / REPAIRS/MAINT - O/S    |

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| PO<br><u>NUMBER</u> | <u>VENDOR</u>                  | PO<br><u>TOTAL</u> | ACCOUNT<br>AMOUNT | ACCOUNT<br>NUMBER | PSEUDO / OBJECT DESCRIPTION                |
|---------------------|--------------------------------|--------------------|-------------------|-------------------|--|
| T64X0280            | PRINGLES DRAPERIES AND BLINDS  | 30,000.00          | 30,000.00         | 0110230081 4355   | MAINTENANCE/MO / MAINTENANCE SUPPLIES      |
| T64X0316            | PRO SOUND AND STAGE LIGHTING   | 500.00             | 500.00            | 0100970081 4347   | COMMUNITY SERVICE/MO / OPERATIONS SUPPLIES |
| T64X0290            | PROFESSIONAL GLASS             | 20,000.00          | 20,000.00         | 0110234081 4355   | MAINTENANCE/GLASS/MO / MAINTENANCE         |
| T64R0032            | PROJECT LEAD THE WAY INC       | 3,200.00           | 3,200.00          | 0128393010 4310   | CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &     |
| T64R0068            | PRZ CONSULTING                 | 425.00             | 425.00            | 0111222081 5210   | OPERATIONS - GROUNDS / TRAVEL AND          |
| T64R0064            | QUADIENT INC                   | 20,957.06          | 251.00            | 0114114072 5880   | WAREHOUSE/GENL ADM / OTHER OPERATING       |
|                     |                                |                    | 20,706.06         | 0114114072 6490   | WAREHOUSE/GENL ADM / EQUIPMENT - OTHER     |
| T64S0009            | QUILL CORP.                    | 1,801.71           | 1,801.71          | 0100000000 9320   | GEN FUND/INC & BALANCE SHEET / STORES      |
| T64X0238            | QUILL CORP.                    | 1,000.00           | 1,000.00          | 0112112072 4320   | PURCHASING/GENL ADM / OTHER OFFICE/MISC    |
| T64S0002            | RAPTOR TECHNOLOGIES LLC        | 2,370.50           | 2,370.50          | 0100000000 9320   | GEN FUND/INC & BALANCE SHEET / STORES      |
| T64X0281            | REEL LUMBER SERVICE            | 10,000.00          | 10,000.00         | 0110230081 4355   | MAINTENANCE/MO / MAINTENANCE SUPPLIES      |
| T64C0005            | REFRIGERATION SUPPLIES DIST.   | 5,189.86           | 5,189.86          | 0128235081 4410   | CY/HVAC/MO / EQUIPMENT - NON-CAPITALIZED   |
| T64X0291            | REFRIGERATION SUPPLIES DIST.   | 50,000.00          | 50,000.00         | 0110235081 4355   | MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLIE  |
| T64X0297            | RELIABLE SHEET METAL WORKS     | 5,000.00           | 5,000.00          | 0110230081 4355   | MAINTENANCE/MO / MAINTENANCE SUPPLIES      |
| T64X0282            | REPUBLIC SERVICES OF SO. CALIF | 17,500.00          | 17,500.00         | 0111000081 5580   | MO/MO / SANITATION                         |
| T64X0283            | REPUBLIC SERVICES OF SO. CALIF | 97,100.00          | 97,100.00         | 0111000081 5580   | MO/MO / SANITATION                         |
| T64X0284            | REPUBLIC SERVICES OF SO. CALIF | 48,450.00          | 48,450.00         | 0111000081 5580   | MO/MO / SANITATION                         |
| T64R0089            | RIVERSIDE ART MUSEUM           | 325.00             | 325.00            | 0168000910 5880   | GI/LCFF-CONCENTRATION/INSTR / OTHER        |
| T64X0298            | ROSEBURROUGH TOOL CO. INC      | 8,000.00           | 8,000.00          | 0110230081 4355   | MAINTENANCE/MO / MAINTENANCE SUPPLIES      |
| T64T0034            | ROSEN PUBLISHING GROUP         | 14,300.00          | 14,300.00         | 0153000910 5880   | SP PR/LCFF-SUPPLEMENTAL / OTHER OPERATING  |
| T64A0074            | ROSSIER PARK ELEMENTARY SCHOOL | 4,617.48           | 4,617.48          | 0119285018 5860   | SYS/SE NPS/SEV / NONPUBLIC SCHOOLS         |
| T64R0125            | S AND R SPORT                  | 1,840.64           | 1,840.64          | 0122000081 4410   | MA/MO / EQUIPMENT - NON-CAPITALIZED        |
| T64X0285            | S.C. SIGNS AND SUPPLIES LLC    | 17,000.00          | 17,000.00         | 0110230081 4355   | MAINTENANCE/MO / MAINTENANCE SUPPLIES      |

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## PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

**BOARD OF TRUSTEES MEETING 08/10/2023** 

FROM 07/10/2023 TO 07/30/2023

| PO<br><u>NUMBER</u> | <u>VENDOR</u>              | PO<br><u>TOTAL</u> | ACCOUNT<br>AMOUNT    | ACCOUNT<br>NUMBER                  | PSEUDO / OBJECT DESCRIPTION  |
|---------------------|----------------------------|--------------------|----------------------|------------------------------------|--|
| T64X0299            | SAFETY KLEEN SYSTEMS INC.  | 10,000.00          | 10,000.00            | 0111220081 5610                    | OPERATIONS - GENERAL / REPAIRS/MAINT - O/S   |
| T64A0071            | SANTA CLARA COUNTY OFFICE  | 100,000.00         | 100,000.00           | 0100407521 7142                    | SCHOOL HEALTH DEMONST PROJECT / IAA-   |
| T64R0135            | SAVVAS LEARNING COMPANY    | 2,945.63           | 2,585.68<br>359.95   | 0120252011 4210<br>0120252011 4310 | ANA/MILD MODERATE/SE SEP CL/NS / BOOKS AND ANA/MILD MODERATE/SE SEP CL/NS /          |
| T64X0263            | SCALE FX INC.              | 500.00             | 500.00               | 0114114072 5610                    | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S   |
| T64R0052            | SCHOLASTIC INC.            | 1,113.77           | 1,113.77             | 0131000910 4210                    | BR/LCFFF-CONCENTRATION/INSTR / BOOKS AND   |
| T64R0106            | SCHOLASTIC INC.            | 562.40             | 562.40               | 0119283039 4310                    | SYS/OTHER PUPIL / INSTRUCTIONAL MATL &   |
| T64R0107            | SCHOLASTIC INC.            | 3,425.05           | 323.25<br>3,101.80   | 0125381010 4210<br>0125381010 4310 | KA/ECIA1/INSTR / BOOKS AND REFERENCE<br>KA/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI |
| T64R0108            | SCHOLASTIC INC.            | 2,104.57           | 2,104.57             | 0122381010 4210                    | MA/ECIA1/INSTR / BOOKS AND REFERENCE   |
| T64R0120            | SCHOOL HEALTH CORPORATION  | 81.64              | 81.64                | 0132140027 4320                    | OR/SCH ADM/SCH ADM / OTHER OFFICE/MISC   |
| T64R0083            | SCHOOL PAPER EXPRESS       | 444.25             | 444.25               | 0122381010 4310                    | MA/ECIA1/INSTR / INSTRUCTIONAL MATL &  |
| T64S0010            | SCHOOL SPECIALTY INC       | 17,009.83          | 17,009.83            | 0100000000 9320                    | GEN FUND/INC & BALANCE SHEET / STORES  |
| T64X0286            | SCOTT EQUIPMENT INC        | 10,000.00          | 10,000.00            | 0111220081 4347                    | OPERATIONS - GENERAL / OPERATIONS SUPPLIES -   |
| T64T0046            | SCREENSTEPS                | 4,500.00           | 4,500.00             | 0108108077 5880                    | INFO SYSTEM/DP / OTHER OPERATING EXPENSES  |
| T64S0017            | SEHI COMPUTER PRODUCTS INC | 2,370.50           | 2,370.50             | 0100000000 9320                    | GEN FUND/INC & BALANCE SHEET / STORES  |
| T64T0048            | SEHI COMPUTER PRODUCTS INC | 137.92             | 137.92               | 0112112072 4320                    | PURCHASING/GENL ADM / OTHER OFFICE/MISC  |
| T64T0052            | SEHI COMPUTER PRODUCTS INC | 3,232.50           | 3,232.50             | 0125000910 4310                    | KA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA   |
| T64A0066            | SEMA LLC                   | 113,915.00         | 43,609.00            | 0112112072 4320                    | PURCHASING/GENL ADM / OTHER OFFICE/MISC  |
|                     |                            |                    | 6,211.00             | 0120000010 4310                    | ANAHEIM/INSTR / INSTRUCTIONAL MATL &   |
|                     |                            |                    | 7,490.00             | 0121000010 4310                    | WESTERN/INSTR / INSTRUCTIONAL MATL &   |
|                     |                            |                    | 3,545.00<br>5,830.00 | 0122000010 4310<br>0123000010 4310 | MA/INSTR / INSTRUCTIONAL MATL & SUPPLIES SA/INSTR / INSTRUCTIONAL MATL & SUPPLIES    |
|                     |                            |                    | 3,065.00             | 0124000010 4310                    | LOARA/INSTR / INSTRUCTIONAL MATE & SUPPLIES  |
|                     |                            |                    | 3,460.00             | 0125000010 4310                    | KA/INSTR / INSTRUCTIONAL MATL & SUPPLIES   |

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## PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

**BOARD OF TRUSTEES MEETING 08/10/2023** 

FROM 07/10/2023 TO 07/30/2023

| PO<br><u>NUMBER</u> | VENDOR                         | PO<br><u>TOTAL</u> | ACCOUNT<br>AMOUNT  | ACCOUNT<br>NUMBER                  | PSEUDO / OBJECT DESCRIPTION   |
|---------------------|--------------------------------|--------------------|--------------------|------------------------------------|---|
| T64A0066            | *** CONTINUED ***              |                    |                    |                                    |   |
|                     |                                |                    | 6,425.00           | 0127000010 4310                    | KE/INSTR / INSTRUCTIONAL MATL & SUPPLIES  |
|                     |                                |                    | 7,920.00           | 0128000010 4310                    | CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES  |
|                     |                                |                    | 2,160.00           | 0131000010 4310                    | BR/INSTR / INSTRUCTIONAL MATL & SUPPLIES  |
|                     |                                |                    | 980.00             | 0132000010 4310                    | OR/INSTR / INSTRUCTIONAL MATL & SUPPLIES  |
|                     |                                |                    | 1,055.00           | 0134000010 4310                    | WA/INSTR / INSTRUCTIONAL MATL & SUPPLIES  |
|                     |                                |                    | 3,325.00           | 0135000010 4310                    | DALE/INSTR / INSTRUCTIONAL MATL & SUPPLIES  |
|                     |                                |                    | 3,220.00           | 0137000010 4310                    | SY/INSTR / INSTRUCTIONAL MATL & SUPPLIES  |
|                     |                                |                    | 2,335.00           | 0138000010 4310                    | BALL/INSTR / INSTRUCTIONAL MATL & SUPPLIES  |
|                     |                                |                    | 2,295.00           | 0140000010 4310                    | SOUTH/INSTR / INSTRUCTIONAL MATL & SUPPLIES   |
|                     |                                |                    | 4,405.00           | 0142000010 4310                    | OXFORD/INSTR / INSTRUCTIONAL MATL & SUPPLIE   |
|                     |                                |                    | 4,690.00           | 0144000010 4310                    | LEX/INSTR / INSTRUCTIONAL MATL & SUPPLIES   |
|                     |                                |                    | 575.00<br>1,320.00 | 0147257011 4310<br>0168000010 4310 | SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT GI SOUTH/INSTR / INSTRUCTIONAL MATL & SUPPLI |
|                     |                                |                    |                    |                                    |   |
| T64X0264            | SEWVAC LTD                     | 8,000.00           | 8,000.00           | 0114114072 5610                    | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S  |
| T64X0300            | SHERWIN WILLIAMS CO., THE      | 5,000.00           | 5,000.00           | 0110237081 4355                    | MAINTENANCE/PAINT/MO / MAINTENANCE SUPPLI   |
| T64R0110            | SIGLER INC., RUSSELL           | 1,041.21           | 1,041.21           | 0120235081 4410                    | ANAHEIM/HVAC/MO / EQUIPMENT - NON-  |
| T64X0329            | SIGLER INC., RUSSELL           | 40,000.00          | 40,000.00          | 0110235081 4355                    | MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLIE   |
| T64X0301            | SITEONE LANDSCAPE SUPPLY LLC   | 80,000.00          | 80,000.00          | 0111222081 4347                    | OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -  |
| T64X0338            | SMART AND FINAL IRIS CO        | 500.00             | 500.00             | 0168000910 4390                    | GI/LCFF-CONCENTRATION/INSTR / MEETING   |
| T64T0051            | SNO SITES                      | 650.00             | 650.00             | 0168381010 5880                    | GI/TITLE I/INSTR / OTHER OPERATING EXPENSES   |
| T64A0070            | SOBEL GROUP INC., THE          | 20,000.00          | 20,000.00          | 0172172083 5880                    | SAFE SCHOOLS / OTHER OPERATING EXPENSES   |
| T64R0115            | SOCALGRAD                      | 544.14             | 544.14             | 0120000031 4320                    | ANAHEIM GUID / OTHER OFFICE/MISC SUPPLIES   |
| T64T0066            | SOFTCHOICE CORPORATION         | 247,746.17         | 247,746.17         | 0108108077 5880                    | INFO SYSTEM/DP / OTHER OPERATING EXPENSES   |
| T64T0063            | SOFTWARE 4 SCHOOLS             | 799.42             | 799.42             | 0127000010 4310                    | KE/INSTR / INSTRUCTIONAL MATL & SUPPLIES  |
| T64R0117            | SOUTHERN CALIFORNIA GAS COMPAN | 85,756.50          | 85,756.50          | 0113113085 6165                    | TRANS/FAC. ACQ. & CONSTR / SITE CONSTRUCTION  |

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## PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

**BOARD OF TRUSTEES MEETING 08/10/2023** 

FROM 07/10/2023 TO 07/30/2023

| PO<br><u>NUMBER</u> | <u>VENDOR</u>                  | PO<br><u>TOTAL</u> | ACCOUNT<br>AMOUNT      | ACCOUNT<br>NUMBER                  | PSEUDO / OBJECT DESCRIPTION  |
|---------------------|--------------------------------|--------------------|------------------------|------------------------------------|--|
| T64X0265            | SOUTHLAND MICROSCOPE SERVICES  | 6,000.00           | 6,000.00               | 0114114072 5610                    | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S   |
| T64R0066            | SOUTHWEST SCHOOL AND OFFICE SU | 395.29             | 395.29                 | 0134140027 4320                    | WA/SCH ADM/SCH ADM / OTHER OFFICE/MISC   |
| T64S0011            | SOUTHWEST SCHOOL AND OFFICE SU | 103,739.50         | 103,739.50             | 0100000000 9320                    | GEN FUND/INC & BALANCE SHEET / STORES  |
| T64S0013            | SOUTHWEST SCHOOL AND OFFICE SU | 232.74             | 232.74                 | 0100000000 9320                    | GEN FUND/INC & BALANCE SHEET / STORES  |
| T64X0239            | SOUTHWEST SCHOOL AND OFFICE SU | 1,000.00           | 1,000.00               | 0112112072 4320                    | PURCHASING/GENL ADM / OTHER OFFICE/MISC  |
| T64T0062            | SPARK HIRE INC                 | 14,591.50          | 7,295.75<br>7,295.75   | 0104104072 5880<br>0105105072 5880 | CERT HR/GENL ADM / OTHER OPERATING EXPENSE CLASS HR/GENL ADM / OTHER OPERATING EXPENS      |
| T64X0302            | SPORTS FACILITIES GROUP INC    | 10,000.00          | 10,000.00              | 0110230081 4355                    | MAINTENANCE/MO / MAINTENANCE SUPPLIES  |
| T64T0035            | SPOTIFY USA INC.               | 1,796.00           | 1,796.00               | 0117393010 5880                    | INSTR SVC/VEA-2B/INSTR / OTHER OPERATING   |
| T64R0030            | STANBURY UNIFORMS              | 91,883.82          | 91,883.82              | 0125000010 4310                    | KA/INSTR / INSTRUCTIONAL MATL & SUPPLIES   |
| T64R0123            | STAPLES ADVANTAGE              | 16.65              | 16.65                  | 0125000010 4320                    | KA/INSTR / OTHER OFFICE/MISC SUPPLIES  |
| T64S0007            | STAPLES ADVANTAGE              | 2,808.23           | 2,808.23               | 0100000000 9320                    | GEN FUND/INC & BALANCE SHEET / STORES  |
| T64X0235            | STAPLES ADVANTAGE              | 1,000.00           | 1,000.00               | 0112112072 4320                    | PURCHASING/GENL ADM / OTHER OFFICE/MISC  |
| T64T0040            | STATISTA INC                   | 30,314.00          | 30,314.00              | 0153000910 5880                    | SP PR/LCFF-SUPPLEMENTAL / OTHER OPERATING  |
| T64T0053            | STEPWARE INC                   | 510.00             | 510.00                 | 0134000910 5880                    | WA/LCFF-CONCENTRATION/INSTR / OTHER  |
| T64T0065            | STOPIT SOLUTIONS               | 15,500.00          | 15,500.00              | 0172172083 5880                    | SAFE SCHOOLS / OTHER OPERATING EXPENSES  |
| T64R0103            | SUNDOWN WINDOW TINT INC        | 63,958.25          | 32,045.93<br>31,912.32 | 0122230081 4410<br>0131230081 4410 | MA/GENERAL/MO / EQUIPMENT - NON-CAPITALIZEI<br>BR/GENERAL/MO / EQUIPMENT - NON-CAPITALIZEI |
| T64R0072            | SUPERIOR TEXT                  | 4,633.25           | 4,633.25               | 0117468010 4210                    | IS/LOTTERY/INSTR / BOOKS AND REFERENCE   |
| T64R0131            | SUPERIOR TEXT                  | 1,680.90           | 1,680.90               | 0117468010 4210                    | IS/LOTTERY/INSTR / BOOKS AND REFERENCE   |
| T64R0028            | SUPERNET                       | 1,865.18           | 1,865.18               | 0128811040 4410                    | ASB/SOFTBALL / EQUIPMENT - NON-CAPITALIZED   |
| T64T0039            | SWIVL INC                      | 850.00             | 850.00                 | 0108108077 5880                    | INFO SYSTEM/DP / OTHER OPERATING EXPENSES  |
| T64R0077            | TACOS EL GUERASO LLC           | 2,340.00           | 2,340.00               | 0106106072 4390                    | BUSINESS/GENL ADM / MEETING EXPENSE - FOOD   |

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## PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

**BOARD OF TRUSTEES MEETING 08/10/2023** 

FROM 07/10/2023 TO 07/30/2023

| PO<br><u>NUMBER</u> | <u>VENDOR</u>              | PO<br><u>TOTAL</u> | ACCOUNT<br>AMOUNT | ACCOUNT<br>NUMBER | PSEUDO / OBJECT DESCRIPTION                  |
|---------------------|----------------------------|--------------------|-------------------|-------------------|--|
| T64A0069            | TAO ROSSINI A PROFESSIONAL | 60,000.00          | 60,000.00         | 0156156072 5821   | FACILITIES/GENL ADM / LEGAL FEES             |
| T64S0015            | TECHDOCENT LLC             | 13,606.24          | 13,606.24         | 0100000000 9320   | GEN FUND/INC & BALANCE SHEET / STORES        |
| T64T0058            | THE TV SHIELD              | 107.73             | 107.73            | 0135000910 4320   | DA/LCFF-CONCENTRATION/INSTR / OTHER          |
| T64T0032            | THE UNIVERSITY OF IOWA     | 149.00             | 149.00            | 0117393010 5880   | INSTR SVC/VEA-2B/INSTR / OTHER OPERATING     |
| T64X0303            | TIME AND ALARM SYSTEM      | 15,000.00          | 15,000.00         | 0110231081 4355   | MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE    |
| T64T0033            | TOON BOOM ANIMATION INC.   | 22,440.00          | 22,440.00         | 0117393010 5880   | INSTR SVC/VEA-2B/INSTR / OTHER OPERATING     |
| T64X0331            | TORO AIRE INC              | 5,000.00           | 5,000.00          | 0110235081 4355   | MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLIE    |
| T64X0330            | TRANE COMPANY, THE         | 5,000.00           | 5,000.00          | 0110235081 4355   | MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLIF    |
| T64R0029            | U S BANK                   | 2,905,783.90       | 2,905,783.90      | 4500722093 7619   | RDA/INTERFUND / IFT-TRFS OUT ALL OTHER IFTs  |
| T64R0126            | U S BANK                   | 1,000.00           | 1,000.00          | 0106106072 5880   | BUSINESS/GENL ADM / OTHER OPERATING EXPENS   |
| T64R0127            | U S BANK                   | 1,000.00           | 1,000.00          | 0106106072 5880   | BUSINESS/GENL ADM / OTHER OPERATING EXPENS   |
| T64X0339            | U S BANK                   | 60,000.00          | 60,000.00         | 0117000921 4390   | IS/SUPPLEMENTAL & CONCENTRATED / MEETING     |
| T64X0267            | U S POSTAL SERVICE         | 2,500.00           | 2,500.00          | 0114114072 5610   | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S     |
| T64R0033            | ULINE                      | 510.88             | 510.88            | 0121221081 4347   | OPERATIONS - CUSTODIAL / OPERATIONS SUPPLIES |
| T64S0014            | ULINE                      | 295.88             | 295.88            | 0100000000 9320   | GEN FUND/INC & BALANCE SHEET / STORES        |
| T64X0268            | ULINE                      | 10,000.00          | 10,000.00         | 0114114072 4320   | WAREHOUSE/GENL ADM / OTHER OFFICE/MISC       |
| T64X0269            | UNITED PARCEL SERVICE      | 1,000.00           | 1,000.00          | 0114114072 5610   | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S     |
| T64R0092            | UNITED STATES TREASURY     | 16,950.24          | 16,950.24         | 6900690060 5885   | HEALTH AND WELF/ENTERP / GOVERNMENT FEES     |
| T64X0304            | VALLEY VISTA SERVICES INC  | 1,500.00           | 1,500.00          | 0111000081 5580   | MO/MO / SANITATION                           |
| T64X0305            | VALLEY VISTA SERVICES INC  | 85,000.00          | 85,000.00         | 0111000081 5580   | MO/MO / SANITATION                           |
| T64R0054            | VERNIER SOFTWARE           | 523.67             | 523.67            | 0127000910 4310   | KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL  |
| T64X0270            | VISION COMMUNICATIONS CO.  | 10,000.00          | 10,000.00         | 0114114072 5610   | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S     |
| T64X0306            | VISTA PAINT CORPORATION    | 80,000.00          | 80,000.00         | 0110237081 4355   | MAINTENANCE/PAINT/MO / MAINTENANCE SUPPLI    |

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## PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

**BOARD OF TRUSTEES MEETING 08/10/2023** 

FROM 07/10/2023 TO 07/30/2023

| PO<br><u>NUMBER</u> | <u>VENDOR</u>  | PO<br><u>TOTAL</u>  | ACCOUNT<br>AMOUNT    | ACCOUNT<br>NUMBER                  | PSEUDO / OBJECT DESCRIPTION  |
|---------------------|--|---|----------------------|------------------------------------|--|
| T64A0065            | W STRATEGIES LLC   | 60,000.00   | 60,000.00            | 0102087072 5805                    | SUPERINTENDENT/KAUFMAN/OTH / INSTRUCTIONA  |
| T64R0122            | WALTERS WHOLESALE ELECTRIC CO  | 14,016.64   | 14,016.64            | 0123231085 6274                    | SAV/MAINT-ELECTRIC/FAC ACQ / CONSTRUCTION -  |
| T64R0133            | WALTERS WHOLESALE ELECTRIC CO  | 3,007.76  | 1,192.58<br>1,815.18 | 0144231081 4355<br>0144231081 4410 | LEX/ELECTRIC/MO / MAINTENANCE SUPPLIES<br>LEX/ELECTRIC/MO / EQUIPMENT - NON-CAPITALIZE |
| T64X0307            | WALTERS WHOLESALE ELECTRIC CO  | 35,000.00   | 35,000.00            | 0110231081 4355                    | MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE  |
| T64R0082            | WARD'S NATURAL SCIENCE EST   | 4,969.78  | 4,969.78             | 0125381010 4310                    | KA/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI   |
| T64X0279            | WATERLINE TECHNOLOGIES INC.  | 135,000.00  | 135,000.00           | 0110240081 4355                    | MAINTENANCE/POOL/MO / MAINTENANCE SUPPLIE  |
| T64X0254            | WELLER, LISA   | 5,000.00  | 5,000.00             | 0114114072 5610                    | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S   |
| T64X0271            | WESTERN STATE DESIGN INC   | 2,000.00  | 2,000.00             | 0114114072 5610                    | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S   |
| T64X0308            | WHITE CAP BRANCH 6186  | 5,000.00  | 5,000.00             | 0110230081 4355                    | MAINTENANCE/MO / MAINTENANCE SUPPLIES  |
| T64A0072            | WILLSCOT MOBILE MINI   | 1,126.64  | 563.32<br>563.32     | 0122230081 5620<br>0168230081 5620 | MA/GENERAL/MO / RENTALS/OPERATING LEASES<br>GI SOUTH/GENERAL/MO / RENTALS/OPERATING    |
| T64T0041            | XELLO  | 899.00  | 899.00               | 0134000910 5880                    | WA/LCFF-CONCENTRATION/INSTR / OTHER  |
| T64X0313            | YAMAHA GOLF CARTS OF CALIFORNI   | 5,000.00  | 5,000.00             | 0114114072 5610                    | WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S   |
|                     | Fund 01 Total: Fund 25 Total: Fund 27 Total: Fund 45 Total: Fund 69 Total: | 4,343,488.78<br>79,344.40<br>28,563.90<br>2,905,783.90<br>16,950.24 |                      |                                    |  |
|                     | <b>Total Amount of Purchase Orders:</b>                                    | 7,374,131.22  |                      |                                    |  |

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## PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS BOARD OF TRUSTEES 08/10/2023

|                     |                              |                    |   | FROM 07/10/2023 TO 07/30/2023                  |
|---------------------|------------------------------|--------------------|---|--|
| PO<br><u>NUMBER</u> | VENDOR                       | PO<br><u>TOTAL</u> | CHANGE ACCOUNT<br><u>AMOUNT</u> <u>NUMBER</u> | PSEUDO / OBJECT DESCRIPTION                    |
| P64A0033            | TIME WARNER CABLE            | 261,673.36         | +50,918.34 0108108177 5930                    | INFORMATION SYSTEMS - E-RATE / INTERNET        |
| S64X0205            | SOCALGRAD                    | 1,000.00           | +886.87 0115115010 4310                       | EDUCATION/INSTR / INSTRUCTIONAL MATL &         |
| T64R0007            | A ALVARADO PAINTING          | 5,300.00           | +3,000.00 0121237081 5610                     | WESTERN/PAINT/MO / REPAIRS/MAINT - O/S SERVICE |
| T64T0001            | PRO SOUND AND STAGE LIGHTING | 2,523.35           | -140.08 0134025040 4410                       | WA/ANCIL / EQUIPMENT - NON-CAPITALIZED         |
| T64X0189            | THOMSON REUTERS WEST         | 2,500.00           | +500.00 0102102071 5880                       | SUPT/BRD SUPT / OTHER OPERATING EXPENSES       |

Fund 01 Total: 55,165.13

Total Amount of Change Orders: 55,165.13

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| VENDOR NAME                                | VENDOR ID       | OBJECT | AMOUNT       | CK#      |
|--|-----------------|--------|--------------|----------|
| 360DTii LLC                                | V6414513        | 4310   | 3,528.36     | 00188293 |
| 0000111 220                                | V 0 + 1 + 0 1 0 | 4010   | 11,832.70    | 00188551 |
|  |                 | 4320   | 2,769.76     | 00188551 |
|  |                 | 4410   | 28,012.90    | 00188259 |
|  |                 | 7710   | 814.95       | 00188551 |
| 4IMPRINT                                   | V6405290        | 4310   | 1,108.58     | 00188524 |
| A 1 FENCE COMPANY                          | V6408537        | 5620   | 4,136.36     | 00188597 |
| A ALVARADO PAINTING                        | V6406348        | 5610   | 5,300.00     | 00188598 |
| A AND C URGENT CARE                        | V6412935        | 5810   | 35.00        | 00188599 |
| A AND J SHEET METAL INC                    | V6414203        | 4355   | 979.71       | 00188436 |
| A U H S D FOOD SERVICE DEPT                | V6400023        | 4320   | 257.19       | 00188600 |
| 7. C 1. C D 1 C C D C L . (1) C D L . 1    | 70.00020        | 4390   | 704.69       | 00188600 |
| A Z BUS SALES INC.                         | V6400025        | 4385   | 305.34       | 00188330 |
|  |                 |        | 314.65       | 00188473 |
| AAA ELECTRIC MOTOR SALES                   | V6400033        | 4355   | 833.48       | 00188474 |
| ,    |                 |        | 25.72        | 00188601 |
| ACS BILLING SERVICE                        | V6400072        | 5580   | 4,587.35     | 00188331 |
| ADI  | V6400095        | 4355   | 767.68       | 00188475 |
| ADVANTAGE WEST INVESTMENT ENTERPRISES INC. | V6412537        | 4347   | 5,908.95     | 00188332 |
|  |                 |        | 1,279.36     | 00188602 |
| AERIES SOFTWARE INC                        | V6409157        | 5880   | 55,496.00    | 00188437 |
| AGRI TURF DISTRIBUTING LLC                 | V6412836        | 4347   | 526.55       | 00188438 |
|  |                 |        | 3,417.31     | 00188603 |
| AGUILAR OLAYA, ABIGAIL                     | V6415054        | 5210   | 1,336.49     | 00188604 |
| AIREMASTERS AIR CONDITIONING               | V6405365        | 6269   | 1,528,478.75 | 00188184 |
|  |                 |        | 1,153,692.54 | 00188333 |
| AIRGAS USA LLC                             | V6413792        | 4376   | 115.22       | 00188525 |
| AIRSUPPLY TOOLS INC.                       | V6412933        | 4375   | 240.31       | 00188476 |
|  |                 |        | 448.71       | 00188605 |
| AIRWOLF 3D                                 | V6411803        | 4310   | 111.00       | 00188334 |
| ALT REV CASH FUND                          | V6405197        | 4310   | 542.20       | 00188422 |
|  |                 | 4320   | 114.44       | 00188422 |
|  |                 | 4390   | 200.97       | 00188422 |
| ALTA LANGUAGE SERVICES INC.                | V6413779        | 5810   | 1,518.00     | 00188294 |
| AMANCIO, GILBERT                           | V6413507        | 5210   | 1,810.82     | 00188335 |
| AMAZON CAPITAL SERVICE                     | V6410684        | 4310   | 1,149.08     | 00188185 |
|  |                 |        | 21.53        | 00188489 |
|  |                 | 4320   | 370.40       | 00188185 |
|  |                 |        | 172.36       | 00188260 |
|  |                 |        | 27.46        | 00188606 |
| AMERICAN CASUAL                            | V6407489        | 4310   | 1,147.54     | 00188186 |
| AMERICAN TIME                              | V6410391        | 4355   | 3,977.07     | 00188218 |
| ANAHEIM HIGH SCHOOL                        | V6400260        | 5810   | 35,524.00    | 00188261 |
| ANAHEIM UNION HIGH SCHOOL DIST             | V6400267        | 5454   | 72,963.33    | 00188187 |
|  |                 |        | 50,000.00    | 00188477 |
| AP CONSTRUCTION GROUP INC                  | V6415026        | 6269   | 207,067.61   | 00188188 |
| APOLLO PRINTING AND GRAPHICS               | V6410446        | 5810   | 1,185.26     | 00188295 |
| APPLE INC                                  | V6400319        | 4410   | 149.00       | 00188607 |
| APSI                                       | V6408964        | 5210   | 860.00       | 00188608 |
| AREY JONES EDUCATIONAL SOLUTIONS           | V6411649        | 4410   | 14,090.73    | 00188189 |

| VENDOR NAME                   | VENDOR ID | OBJECT A | <u>MOUNT</u> | CK#      |
|-------------------------------|-----------|----------|--------------|----------|
| ARROW SERVICES INC            | V6412839  | 5580     | 738.10       | 00188609 |
| AT AND T                      | V6400374  | 5918     | 14.44        | 00188190 |
|                               |           |          | 53.39        | 00188262 |
|                               | V6406157  | 5918     | 2,490.60     | 00188219 |
| AUTISM DIAGNOSTIC AND         | V6414950  | 5850     | 7,300.00     | 00188610 |
| AVID CENTER                   | V6400410  | 5210     | 950.00       | 00188191 |
|                               |           |          | 4,750.00     | 00188220 |
| AWARDS BY PAUL                | V6400412  | 4320     | 206.88       | 00188393 |
| B AND H PHOTO VIDEO INC       | V6400422  | 4310     | 1,152.84     | 00188526 |
|                               |           |          | 402.76       | 00188611 |
|                               |           | 4410     | 591.55       | 00188439 |
| B AND K ELECTRIC WHOLESALE    | V6400623  | 4355     | 312.88       | 00188336 |
| B AND M LAWN AND GARDEN INC   | V6400423  | 4347     | 2,451.88     | 00188612 |
| BARKSHIRE LASER LEVELLING INC | V6407215  | 5610     | 4,000.00     | 00188394 |
| BARNES AND NOBLE              | V6400450  | 4210     | 1,355.76     | 00188395 |
| BAVCO                         | V6407678  | 4355     | 4,820.79     | 00188527 |
| BCT ENTERTAINMENT             | V6406302  | 5620     | 4,238.96     | 00188613 |
| BEACON DAY SCHOOL             | V6409269  | 5860     | 102,889.80   | 00188296 |
| BEN'S ASPHALT INC.            | V6406381  | 5610     | 210,092.44   | 00188263 |
| BERBER, HAYDEE                | V6413448  | 5220     | 14.41        | 00188192 |
| BEST BUY FOR BUSINESS         | V6408717  | 4410     | 1,897.44     | 00188297 |
| BIG D SUPPLIES                | V6400508  | 4355     | 74.01        | 00188440 |
| BLICK ART MATERIALS LLC       | V6401357  | 4310     | 227.40       | 00188221 |
|                               |           |          | 1,226.44     | 00188264 |
|                               |           |          | 57.55        | 00188614 |
| BOOK SYSTEMS INC              | V6412321  | 5880     | 28,935.00    | 00188490 |
| BPS SUPPLY GROUP              | V6400476  | 4355     | 71.30        | 00188615 |
| BREAKER DEPOT INC             | V6414217  | 4355     | 1,637.80     | 00188616 |
| BRIDGEPORT GOLF CARS          | V6413224  | 6490     | 5,603.00     | 00188337 |
| BRIGHTLY SOFTWARE INC.        | V6409324  | 5880     | 13,567.92    | 00188423 |
| BROWN, GARY                   | V6407729  | 5210     | 1,756.60     | 00188222 |
| BRYANT, RENAE                 | V6412971  | 4390     | 506.30       | 00188396 |
| BSN SPORTS LLC                | V6412536  | 4310     | 2,575.28     | 00188338 |
|                               |           |          | 1,162.43     | 00188617 |
| BUDDY'S ALL STARS INC         | V6406311  | 4310     | 9,112.40     | 00188339 |
|                               |           |          | 133.44       | 00188397 |
|                               |           |          | 882.37       | 00188491 |
| BUSWEST                       | V6407892  | 4385     | 108.29       | 00188340 |
| C.I. BUSINESS EQUIPMENT INC   | V6400653  | 5610     | 535.00       | 00188441 |
| CABE                          | V6400656  | 5210     | 19,030.00    | 00188424 |
| CABRERA, CANDACE              | V6414734  | 5220     | 71.85        | 00188298 |

| VENDOR NAME                                | VENDOR ID | OBJECT A | MOUNT      | CK#      |
|--|-----------|----------|------------|----------|
| CALIF. DEPT. OF TAX AND FEE ADMINISTRATION | V6404444  | 4210     | 334.80     | 00188555 |
|  |           | 4310     | 8,917.36   | 00188555 |
|  |           | 4320     | 197.56     | 00188555 |
|  |           | 4347     | 92.40      | 00188555 |
|  |           | 4355     | 150.86     | 00188555 |
|  |           | 4382     | 77.85      | 00188265 |
|  |           | 4410     | 2,005.27   | 00188555 |
|  |           | 5610     | 268.00     | 00188555 |
|  |           | 5880     | 294.81     | 00188555 |
|  |           | 6490     | 1,287.51   | 00188555 |
|  |           | 8631     | 4,084.15   | 00188555 |
|  |           | 8632     | 170.97     | 00188555 |
|  |           | 8699     | 11.28      | 00188555 |
|  |           |          |            |          |
|  |           | 9320     | 3,531.16   | 00188555 |
| CALIFORNIA CLICLIONI COMPANIVINO           | VC444000  | 9552     | 5,874.63   | 00188555 |
| CALIFORNIA CUSHION COMPANY INC.            | V6411382  | 4355     | 423.40     | 00188618 |
| CALIFORNIA DEPARTMENT OF EDUC.             | V6400688  | 5210     | 3,000.00   | 00188528 |
| CALIFORNIA PLUMBING PARTS                  | V6412567  | 4355     | 1,182.10   | 00188223 |
|  |           |          | 599.87     | 00188341 |
|  |           |          | 1,408.61   | 00188478 |
|  |           |          | 245.67     | 00188529 |
|  |           |          | 360.27     | 00188619 |
| CALIFORNIA RETROFIT INC                    | V6406910  | 4355     | 1,440.56   | 00188342 |
|  |           |          | 310.32     | 00188530 |
| CALIFORNIA YELLOW CAB                      | V6413351  | 5870     | 10,807.60  | 00188620 |
| CALPERS                                    | V6409986  | 5210     | 199.00     | 00188224 |
|  |           |          | 398.00     | 00188343 |
| CAMBEROS, MARGARITO                        | V6414263  | 5220     | 67.80      | 00188621 |
| CAPISTRANO GOLF CARS INC                   | V6411745  | 5610     | 1,315.88   | 00188193 |
|  |           |          | 1,315.88   | 00188299 |
|  |           |          | 2,442.28   | 00188622 |
| CARE YOUTH CORPORATION                     | V6412565  | 5860     | 13,370.00  | 00188300 |
| CART MAN INC, THE                          | V6404668  | 5610     | 142.27     | 00188266 |
|  |           |          | 256.73     | 00188492 |
| CASBO                                      | V6400793  | 5310     | 5,250.00   | 00188442 |
| CATAPULTK12                                | V6414516  | 5453     | 2,010.00   | 00188194 |
| CDW GOVERNMENT INC.                        | V6400819  | 5880     | 70.99      | 00188267 |
| CEMEX                                      | V6404364  | 4355     | 3,107.83   | 00188479 |
|  |           |          | 2,016.77   | 00188623 |
| CERTIFIX LIVE SCAN                         | V6414255  | 5880     | 325.00     | 00188624 |
| CITY OF ANAHEIM                            | V6400957  | 4398     | 14,558.91  | 00188425 |
|  |           | 5520     | 118,134.40 | 00188195 |
|  |           | 00_0     | 70,397.60  | 00188268 |
|  |           |          | 55,313.86  | 00188532 |
|  |           | 5530     | 37,689.64  | 00188195 |
|  |           | 0000     | 19,201.73  | 00188268 |
|  |           |          | 22,553.90  | 00188532 |
|  |           | 5580     | 21,975.01  | 00188195 |
|  |           | 5500     | 12,953.03  | 00188268 |
|  |           |          | 9,676.19   |          |
|  |           | 5000     |            | 00188532 |
|  |           | 5880     | 3,179.52   | 00188225 |
|  |           |          | 4,077.00   | 00188493 |
|  |           |          | 4,124.00   | 00188531 |
|  |           |          | 2,826.24   | 00188625 |

| VENDOR NAME                               | VENDOR ID | OBJECT A | MOUNT      | CK#      |
|---|-----------|----------|------------|----------|
| CITY OF BUENA PARK                        | V6400958  | 5530     | 5,081.61   | 00188398 |
|   |           | 5580     | 515.66     | 00188398 |
| CLAIM RETENTION SERVICES INC.             | V6408940  | 5810     | 2,250.00   | 00188196 |
| CLEAN OUT KINGS                           | V6413766  | 5610     | 500.00     | 00188533 |
| CODESP                                    | V6401009  | 5310     | 3,000.00   | 00188494 |
| COMPREHENSIVE DRUG TESTING INC.           | V6410899  | 5810     | 115.00     | 00188197 |
| CREATIVE BUS SALES - USE VENDOR #V6415056 | V6409840  | 4385     | 1,249.33   | 00188226 |
| CRISP IMAGING                             | V6408990  | 5610     | 18,272.81  | 00188626 |
|   |           | 5880     | 2,424.38   | 00188344 |
|   |           | 6490     | 143.78     | 00188344 |
| CSPCA                                     | V6409770  | 5310     | 1,200.00   | 00188495 |
| CUMMING CONSTRUCTION MANAGEMENT INC       | V6411922  | 5810     | 27,095.00  | 00188345 |
|   |           | 6273     | 27,450.00  | 00188345 |
| CVT RECYCLING                             | V6407455  | 5580     | 1,096.24   | 00188269 |
|   |           |          | 447.25     | 00188426 |
|   |           |          | 108.68     | 00188627 |
| DANNIS WOLIVER KELLEY                     | V6411357  | 5821     | 12,492.71  | 00188399 |
| DAVE NGUYEN AND TRACY TRAN                | V6414935  | 5880     | 5,545.00   | 00188301 |
| DAVIS, VALENCIA                           | V6414879  | 5210     | 2,458.32   | 00188628 |
| DB SERVICE CENTER LLC                     | V6411405  | 4347     | 548.44     | 00188480 |
| DEL SOL SCHOOL                            | V6411308  | 5860     | 1,872.00   | 00188302 |
| DELUISE, NICOLE                           | V6415044  | 5210     | 507.27     | 00188227 |
| DEMCO INC                                 | V6401318  | 4315     | 892.54     | 00188629 |
|   |           | 4320     | 280.56     | 00188629 |
|   |           | 4410     | 712.44     | 00188629 |
| DIVISION OF THE STATE ARCHITECT           | V6411414  | 6210     | 35,521.40  | 00188198 |
| DNS MADE EASY                             | V6413843  | 5880     | 920.90     | 00188199 |
| DOROSKY, DAVID                            | V6407948  | 5210     | 1,162.41   | 00188200 |
| DUNN EDWARDS PAINTS                       | V6401448  | 4355     | 3,883.19   | 00188228 |
|   |           |          | 1,350.67   | 00188346 |
|   |           |          | 131.89     | 00188481 |
| EAST SIDE UNION HIGH SCHOOL DISTRICT      | V6413042  | 4210     | 8,293.74   | 00188201 |
|   |           |          | 2,348.95   | 00188347 |
| EBERHARD EQUIPMENT                        | V6405532  | 4347     | 373.15     | 00188630 |
| ECONO FENCE INC                           | V6408188  | 5610     | 99,289.25  | 00188202 |
| ECONOMY RENTALS INC                       | V6401478  | 5610     | 443.77     | 00188496 |
|   |           | 5620     | 255.00     | 00188631 |
| EDMENTUM INC.                             | V6414411  | 5580     | 194,865.25 | 00188632 |
|   |           | 5880     | 3,161.00   | 00188303 |
| ENCORP                                    | V6409154  | 6250     | 6,967.00   | 00188348 |
|   |           | 6269     | 2,970.00   | 00188348 |
| ESCOE, BARRY                              | V6400453  | 3701     | 3,244.00   | 00188349 |
| EVOQUA WATER TECHNOLOGIES LLC.            | V6408457  | 5610     | 282.41     | 00188427 |
|   |           |          | 632.60     | 00188534 |
| EWING IRRIGATION PRODUCTS                 | V6401634  | 4347     | 843.36     | 00188633 |
| FARMERS AND MERCHANTS BANK                | V6412156  | 5880     | 10,148.24  | 00188428 |
| FEDEX                                     | V6401675  | 5910     | 17.21      | 00188270 |
|   |           |          | 5.37       | 00188350 |
|   |           |          | 19.19      | 00188449 |
| FENN TERMITE AND PEST CONTROL             | V6401679  | 5610     | 695.00     | 00188351 |
| FERGUSON ENTERPRISES INC                  | V6409823  | 4355     | 452.10     | 00188450 |
|   |           |          | 980.49     | 00188497 |
|   |           |          | 879.32     | 00188556 |
| FISHER SCIENCE EDUCATION                  | V6401697  | 4310     | 43.10      | 00188304 |
|   |           |          |            |          |

| VENDOR NAME                       | VENDOR ID            | OBJECT A     | MOUNT                | CK#                  |
|-----------------------------------|----------------------|--------------|----------------------|----------------------|
| FIVE STAR RUBBER STAMP INC        | V6405116             | 4320         | 237.95               | 00188271             |
|                                   |                      |              | 34.41                | 00188451             |
|                                   |                      |              | 89.47                | 00188535             |
|                                   |                      |              | 174.06               | 00188557             |
| FLEET SERVICES INC                | V6405625             | 4375         | 124.84               | 00188452             |
|                                   |                      | 4385         | 167.49               | 00188452             |
| FLINN SCIENTIFIC INC              | V6401708             | 4310         | 49.61                | 00188558             |
| FOUNDATION BUILDING MATERIALS LLC | V6414185             | 4355         | 4,861.03             | 00188352             |
|                                   |                      |              | 8,159.26             | 00188498             |
| FRONTLINE EDUCATION               | V6414737             | 5880         | 32,300.39            | 00188453             |
| FUJIMOTO, DIANA                   | V6401342             | 5210         | 780.89               | 00188229             |
| FUTURE SHREDDING INC              | V6414221             | 5610         | 617.00               | 00188559             |
| GANAHL LUMBER CO                  | V6401804             | 4347         | 498.10               | 00188400             |
|                                   |                      | 4355         | 267.28               | 00188230             |
|                                   |                      |              | 180.35               | 00188353             |
|                                   |                      |              | 130.67               | 00188454             |
|                                   |                      |              | 7,463.29             | 00188499             |
|                                   |                      |              | 142.21               | 00188536             |
|                                   |                      |              | 28.44                | 00188560             |
| GARCIA, TANYA                     | V6414860             | 5210         | 1,607.71             | 00188561             |
| GAS COMPANY, THE                  | V6404372             | 5510         | 19,085.60            | 00188455             |
| GEARY PACIFIC SUPPLY              | V6401824             | 4355         | 114.99               | 00188500             |
|                                   |                      | 6490         | 28,933.07            | 00188500             |
| GOGUARDIAN                        | V6415039             | 5880         | 88,753.29            | 00188456             |
| GOLDEN STATE WATER COMPANY        | V6408018             | 5530         | 15,439.66            | 00188501             |
|                                   |                      |              | 19,378.60            | 00188562             |
| GOLDENWEST LAWNMOWERS             | V6414121             | 6490         | 14,427.86            | 00188563             |
| GOMEZ, DIANA                      | V6411742             | 5210         | 1,845.45             | 00188564             |
| GOPHER PATROL                     | V6414488             | 4347         | 300.00               | 00188457             |
| CODUED ODODTO FOLUDIATAT          | 1/0/10/1000          | 4040         | 300.00               | 00188537             |
| GOPHER SPORTS EQUIPMENT           | V6401902             | 4310         | 910.33               | 00188458             |
| GOVERNMENTJOBS.COM                | V6409634             | 5880         | 83,682.20            | 00188272             |
| GRAINGER                          | V6404982             | 4355         | 286.85               | 00188459             |
| GRAYBAR ELECTRIC COMPANY          | V6401918<br>V6401927 | 4355         | 50.89                | 00188502<br>00188305 |
| GREATER ANAHEIM SELPA             | V6401927             | 5805         | 113,083.24           |                      |
|                                   |                      | 0211         | 174,582.18           | 00188401             |
| GREENWOOD, ERIK                   | V6408076             | 8311<br>5210 | 259,282.11<br>614.03 | 00188231<br>00188402 |
| GUERRERO, HEATHER                 | V6409850             | 5210         | 1,142.07             | 00188402             |
| H AND H AUTO PARTS WHOLESALE      | V6401967             | 4385         | 58.34                | 00188460             |
| HAUGEN, CRAIG                     | V6401122             | 3701         | 1,260.30             | 00188354             |
| HAULAWAY STORAGE CONTAINERS INC.  | V6410468             | 5620         | 145.60               | 00188355             |
| HEALTH IMPRESSIONS                | V6412333             | 4310         | 1,362.63             | 00188565             |
| HEALTHY ADVENTURES FOUNDATION     | V6412541             | 5810         | 2,203.33             | 00188566             |
| HOLLYWOOD SOUND SYSTEMS INC       | V6402073             | 5620         | 24,202.00            | 00188404             |
| HOME CAMPUS                       | V6414731             | 5880         | 8,059.50             | 00188538             |
| HOME DEPOT CREDIT SERVICES        | V6405234             | 4355         | 487.73               | 00188356             |
| THE MEDIT OF CINEDIT CENTROLS     | 70100201             | 1000         | 2,588.04             | 00188461             |
|                                   |                      |              | 1,077.93             | 00188503             |
|                                   |                      |              | 946.15               | 00188539             |
| HOUGHTON MIFFLIN HARCOURT         | V6407563             | 4210         | 6,136.25             | 00188540             |
| IMAGE APPAREL FOR BUSINESS        | V6402628             | 4345         | 342.15               | 00188462             |
|                                   |                      | 4388         | 189.42               | 00188504             |
|                                   |                      |              | 13,858.83            | 00188541             |
|                                   |                      |              |                      |                      |

| VENDOR NAME  | VENDOR ID            | OBJECT A | AMOUNT           | CK#                  |
|--|----------------------|----------|------------------|----------------------|
| INTELESYSONE INC.  | V6412444             | 5880     | 2,238.00         | 00188203             |
| INTERACTIVE EDUCATIONAL SERVICES INC   | V6410833             | 5880     | 14,500.00        | 00188567             |
| J E HALLIDAY SALES INC   | V6413014             | 4320     | 2,292.92         | 00188357             |
| J.W. PEPPER AND SON INC.   | V6402214             | 4310     | 709.78           | 00188505             |
| JACKSONS ASBREA FMP  | V6406346             | 4347     | 1,491.12         | 00188463             |
| JHM SUPPLY INC.  | V6411647             | 4347     | 2,546.58         | 00188464             |
|  |                      |          | 1,663.92         | 00188506             |
|  |                      |          | 1,309.58         | 00188542             |
| JOE RHODES MAINTENANCE SERVICE   | V6402367             | 5610     | 312.90           | 00188306             |
| JOHNSTONE SUPPLY   | V6402415             | 4355     | 268.35           | 00188568             |
| JUNIOR LIBRARY GUILD   | V6402477             | 4210     | 6,394.43         | 00188232             |
|  |                      |          | 999.53           | 00188569             |
| JUSTICE TESTING  | V6413455             | 5610     | 150.00           | 00188307             |
| KEENAN ASSOCIATES  | V6409242             | 3901     | 49,128.00        | 00188204             |
| KELLY SPICERS INC  | V6404405             | 4320     | 829.82           | 00188405             |
| KEN GRODY FORD   | V6412376             | 6490     | 43,938.57        | 00188507             |
| KERN COUNTY SUPERINTENDENT OF SCHOOLS  | V6412030             | 5810     | 2,479.22         | 00188570             |
| KING OFFICE SERVICES   | V6414988             | 4410     | 695.60           | 00188571             |
|  |                      | 5610     | 12,550.00        | 00188571             |
| KNORR SYSTEMS INC.   | V6402610             | 5610     | 4,461.40         | 00188233             |
|  |                      | 33.3     | 2,552.38         | 00188358             |
| KNOWLAND CONSTRUCTION SERVICES LLC   | V6409073             | 6291     | 2,236.00         | 00188205             |
| THIO TELL SOLLOW SELLING ELECTRICAL SELLING ELECTRI | 1010010              | 0201     | 28,388.00        | 00188273             |
| KOBAYASHI, ERIKA   | V6412318             | 5210     | 1,807.11         | 00188429             |
| KYA SERVICES   | V6411393             | 6490     | 8,352.92         | 00188508             |
| LA CURAN, ANJEANETTE   | V6414774             | 5220     | 160.99           | 00188359             |
| 27. 33.0.0.0,7.0.027.0.0.1.7.2   | VO111111             | 0220     | 39.62            | 00188465             |
| LABELL EXCHANGE  | V6412680             | 5918     | 753.65           | 00188360             |
| LANGUAGE NETWORK INC   | V6409301             | 5810     | 22,234.09        | 00188234             |
| EN WOOM OF THE TWO THE WOOM  | V 0 10000 1          | 00.0     | 584.00           | 00188308             |
| LARA, JOSE   | V6413230             | 5210     | 1,591.01         | 00188235             |
| LEARNING INNOVATION SYSTEMS LLC.   | V6415029             | 5210     | 1,158.00         | 00188236             |
| LEONARD, TOM   | V6406736             | 5220     | 497.80           | 00188509             |
| LEONIDA BUILDERS INC   | V6414952             | 6221     | 234,697.50       | 00188482             |
| LINDE GAS & EQUIPMENT INC  | V6403719             | 4355     | 55.81            | 00188361             |
| LOGAN RIVER ACADEMY  | V6409188             | 5860     | 12,590.50        | 00188309             |
| LUCID SOFTWARE INC   | V6413885             | 5880     | 14,455.00        | 00188237             |
| MACKIN LIBRARY MEDIA   | V6402903             | 4210     | 1,187.50         | 00188310             |
| WACKIN LIBICAKT WILDIA   | V0402903             | 4210     | 551.82           | 00188362             |
| MAGUIRE, CHRISTINA   | V6413239             | 5210     | 1,807.94         | 00188363             |
| MARTIN, DARLENE  | V6414724             | 5880     | 461.15           | 00188466             |
| MATSUDA, MICHAEL   | V6403107             | 5210     | 38.90            | 00188406             |
| MC FADDEN DALE HARDWARE CO   | V6403107<br>V6403056 | 4355     | 86.85            | 00188364             |
| MC FADDEN DALE HARDWARE CO   | V0403030             | 4300     | 905.60           |                      |
|  |                      |          |                  | 00188467             |
|  |                      |          | 285.32<br>125.85 | 00188510<br>00188543 |
| MIDANDA KOVETAL  | \/64446E7            | E040     | 125.85           |                      |
| MIRANDA, KRYSTAL   | V6414657             | 5210     | 1,668.96         | 00188365             |
| MONCIDO INC  | \/C440640            | E000     | 893.76           | 00188572             |
| MONSIDO INC  | V6412613             | 5880     | 9,111.60         | 00188544             |
| MONTENEGRO, ROBERT   | V6403968             | 3701     | 1,221.00         | 00188366             |
|  |                      |          |                  |                      |

| VENDOR NAME                             | VENDOR ID | OBJECT | AMOUNT     | CK#      |
|---|-----------|--------|------------|----------|
| MONTGOMERY HARDWARE CO.                 | V6405624  | 4355   | 424.54     | 00188511 |
|   |           |        | 210.11     | 00188545 |
|   |           | 4410   | 1,180.96   | 00188511 |
|   |           |        | 1,216.58   | 00188545 |
|   |           |        | 1,067.82   | 00188573 |
| MORSCO SUPPLY LLC.                      | V6412910  | 4355   | 416.62     | 00188546 |
| MUSIC AND ARTS CENTER                   | V6411397  | 4310   | 85.56      | 00188367 |
|   |           |        | 86.20      | 00188430 |
| MUSIC THEATER INTERNATIONAL             | V6414315  | 5880   | 2,155.17   | 00188238 |
| NASCO                                   | V6403253  | 4310   | 95.64      | 00188239 |
|   |           |        | 1,305.73   | 00188431 |
|   |           | 9320   | 707.53     | 00188239 |
| NASSP                                   | V6411086  | 5310   | 385.00     | 00188547 |
| NEARPOD INC                             | V6413059  | 5880   | 116,143.07 | 00188468 |
| NEWEGG BUSINESS INC                     | V6412716  | 4310   | 160.23     | 00188274 |
| NEXUS SPORTS MEDICINE & TACTICAL DESIGN | V6414981  | 4320   | 160.00     | 00188432 |
| NORTH ORANGE COUNTY REGIONAL            | V6403384  | 7223   | 39,135.00  | 00188240 |
| NOTABLE INC.                            | V6413853  | 5880   | 56,000.00  | 00188469 |
| OAK GROVE INSTITUTE                     | V6403402  | 5860   | 1,415.65   | 00188313 |
| O'BRIEN, PENNY AND JAMES                | V6409780  | 5870   | 2,234.40   | 00188311 |
| OC CUSTOM VINYL GRAPHICS AND SIGNS      | V6410845  | 4320   | 1,525.74   | 00188433 |
| OES OFFICE FURNITURE                    | V6414677  | 4410   | 2,552.60   | 00188513 |
| OFFICE DEPOT                            | V6403421  | 4320   | 173.41     | 00188241 |
| OLIVE CREST ACADEMY                     | V6410765  | 5860   | 55,362.54  | 00188314 |
| ONE DAY SIGNS                           | V6405664  | 4355   | 301.70     | 00188368 |
|   |           |        | 172.40     | 00188548 |
|   |           | 5810   | 225.74     | 00188242 |
|   |           |        | 0.00       | 00188368 |
| OPTIMIZON                               | V6415038  | 5810   | 30,350.00  | 00188369 |
| OPTIMUM ENERGY DESIGN LLC               | V6411411  | 6212   | 67,670.00  | 00188275 |
| ORANGE COUNTY FIRE PROTECTION           | V6403457  | 4355   | 11,679.99  | 00188370 |
|   |           |        | 1,289.53   | 00188514 |
|   |           |        | 6,660.43   | 00188575 |
| ORANGE COUNTY PUBLIC SAFETY             | V6411157  | 5810   | 120.00     | 00188243 |
|   |           |        | 23,000.00  | 00188471 |
|   |           |        | 1,890.00   | 00188576 |
| ORANGE COUNTY SCHOOL BOARDS ASSN        | V6405233  | 5310   | 250.00     | 00188472 |
| ORCHARD INC                             | V6414613  | 5610   | 1,475.00   | 00188371 |
| O'REILLY AUTO PARTS                     | V6411401  | 4370   | 480.92     | 00188312 |
|   |           | 4375   | 158.34     | 00188470 |
|   |           | 4376   | 285.07     | 00188312 |
|   |           |        | 173.62     | 00188512 |
|   |           | 4385   | -64.78     | 00188312 |
|   |           |        | 329.41     | 00188470 |
|   |           |        | 457.89     | 00188512 |
|   |           |        | 76.23      | 00188574 |
|   |           | 4387   | 64.64      | 00188470 |
| ORTIZ, JENNIFER                         | V6415031  | 5210   | 1,877.89   | 00188244 |
| PACIFIC COAST PROPANE LLC               | V6414612  | 4383   | 18,335.83  | 00188577 |
| PADLET                                  | V6413847  | 5880   | 12,000.00  | 00188206 |
| PARADIGM HEALTHCARE SERVICES LLC        | V6403536  | 5810   | 5,629.88   | 00188315 |
| PARK PLACE TECHNOLOGIES LLC             | V6410464  | 5610   | 4,992.00   | 00188207 |
| PARKER AND COVERT LLP                   | V6403544  | 5821   | 1,298.00   | 00188578 |
| PARKHOUSE TIRE INC.                     | V6403547  | 4386   | 3,155.98   | 00188634 |
|   |           |        |            |          |

| <u>VENDOR NAME</u>                        | VENDOR ID            | OBJECT A     | AMOUNT                | CK#                  |
|---|----------------------|--------------|-----------------------|----------------------|
| PELICAN AUTO                              | V6414406             | 4370         | 109.95                | 00188635             |
|   |                      | 5610         | 1,209.70              | 00188635             |
| PEREZ, KENNY                              | V6413092             | 5210         | 1,593.03              | 00188636             |
| PHAM, RICK                                | V6406082             | 5220         | 311.35                | 00188245             |
| PHOENIX HOUSE ORANGE COUNTY INC.          | V6413639             | 5880         | 32,347.50             | 00188316             |
|   |                      |              | 61,946.66             | 00188579             |
| PINEDA'S NURSERY INC                      | V6403670             | 4347         | 154.96                | 00188637             |
| PIPS                                      | V6407384             | 3601         | 398,516.38            | 00188208             |
|   |                      | 3602         | 132,838.79            | 00188208             |
| PITNEY BOWES                              | V6403677             | 5910         | 1,775.43              | 00188317             |
| PORTVIEW PREPARATORY INC.                 | V6411850             | 5860         | 15,983.20             | 00188318             |
| PRINGLES DRAPERIES AND BLINDS             | V6405953             | 4355         | 381.71                | 00188373             |
| PROJECT LEAD THE WAY INC                  | V6410754             | 4310         | 3,200.00              | 00188638             |
| PROVO CANYON SCHOOL                       | V6406450             | 5860         | 33,606.00             | 00188319             |
| RAPTOR TECHNOLOGIES LLC                   | V6413501             | 4320         | 118.53                | 00188407             |
|   |                      | 5880         | 8,820.00              | 00188639             |
|   |                      | 9320         | 2,370.50              | 00188580             |
| REFRIGERATION SUPPLIES DIST.              | V6403873             | 4355         | 3,813.94              | 00188408             |
|   |                      |              | 416.21                | 00188483             |
|   |                      |              | 5,189.86              | 00188515             |
|   | 140404005            | =0.10        | 617.27                | 00188640             |
| REGENTS OF THE UNIV. CALIF, THE           | V6404685             | 5810         | 12,122.00             | 00188276             |
| REPUBLIC SERVICES OF SO. CALIFORNIA       | V6410174             | 5580         | 8,009.63              | 00188277             |
|   |                      |              | 4,996.13              | 00188320             |
| DECILITE COORTO PROPILICTO INC            | V/C400000            | 0400         | 1,813.29              | 00188374             |
| RESILITE SPORTS PRODUCTS INC REVEILLE INC | V6403903<br>V6414874 | 6490<br>5880 | 9,987.52<br>12,445.00 | 00188246<br>00188321 |
| RIDDELL ALL AMERICAN                      | V6403939             | 5630         | 4,170.14              | 00188247             |
| RODRIGUEZ, ANDREA                         | V6403939<br>V6414660 | 5210         | 1,808.30              | 00188248             |
| ROSEBURROUGH TOOL CO. INC                 | V6404014             | 4355         | 618.13                | 00188484             |
| ROSSIER PARK SCHOOL                       | V6411451             | 5860         | 6,333.51              | 00188641             |
| S.C. SIGNS AND SUPPLIES LLC               | V6410977             | 4355         | 585.08                | 00188409             |
| 0.0. 010110 7111B 0011 E1E0 EE0           | VO110077             | 1000         | 1,092.59              | 00188516             |
| SAFETY KLEEN SYSTEMS INC.                 | V6404072             | 5610         | 372.00                | 00188375             |
| SAN DIEGO CENTER FOR CHILDREN             | V6408557             | 5860         | 6,304.12              | 00188322             |
| SANCHEZ, XITLALY                          | V6415053             | 5210         | 2,476.76              | 00188642             |
| SCHORR METALS INC                         | V6404179             | 4355         | 1,011.30              | 00188410             |
| SEHI COMPUTER PRODUCTS INC                | V6404221             | 4410         | 3,619.77              | 00188581             |
|   |                      | 5880         | 244,120.00            | 00188443             |
|   |                      | 6490         | 31,821.58             | 00188581             |
| SHERWIN WILLIAMS CO., THE                 | V6410919             | 4355         | 44.13                 | 00188517             |
| SIERRA, JAVIER                            | V6414778             | 5220         | 197.81                | 00188411             |
|   |                      | 5810         | 7,630.00              | 00188582             |
| SIGLER INC., RUSSELL                      | V6410420             | 4410         | 1,041.21              | 00188643             |
| SIGN MART PLASTICS PLUS                   | V6412529             | 5810         | 937.88                | 00188376             |
| SITEONE LANDSCAPE SUPPLY LLC              | V6414074             | 4347         | 2,041.80              | 00188485             |
| SNO SITES                                 | V6413113             | 5880         | 650.00                | 00188583             |
| SOCALGRAD                                 | V6411708             | 4320         | 5.39                  | 00188278             |
| SOLIS GROUP, THE                          | V6412965             | 6274         | 8,259.00              | 00188412             |
| SOUTHEAST LOCK SUPPLY LLC                 | V6413838             | 9320         | 59,800.00             | 00188377             |
| SOUTHERN CALIFORNIA EDISON CO.            | V6404370             | 5520         | 123,964.05            | 00188249             |
| SOUTHERN CALIFORNIA GAS COMPANY           | V6407101             | 6165         | 85,756.50             | 00188518             |

| VENDOR NAME                        | VENDOR ID            | OBJECT A     | AMOUNT            | CK#                  |
|------------------------------------|----------------------|--------------|-------------------|----------------------|
| SOUTHWEST SCHOOL AND OFFICE SUPPLY | V6404383             | 4320         | 395.30            | 00188519             |
|                                    |                      |              | 134.89            | 00188584             |
|                                    |                      | 4410         | 1,311.10          | 00188434             |
| SPEECH AND LANGUAGE                | V6404400             | 5860         | 31,117.90         | 00188378             |
| STAPLES ADVANTAGE                  | V6410116             | 4310         | 241.32            | 00188435             |
|                                    |                      |              | 1,934.38          | 00188585             |
|                                    |                      |              | 71.32             | 00188644             |
| STUDIOWC                           | V6414504             | 5880         | 12,000.00         | 00188279             |
| STUKENT INC                        | V6413112             | 5880         | 1,000.00          | 00188645             |
| SUPERIOR TEXT                      | V6412726             | 4210         | 905.10            | 00188520             |
| SWIVL INC                          | V6413037             | 5880         | 850.00            | 00188444             |
| T MOBILE                           | V6410424             | 5918         | 1,146.60          | 00188250             |
|                                    |                      |              | 29.40             | 00188251             |
| TABARES, ISABEL                    | V6414260             | 5210         | 419.78            | 00188586             |
| TACOS EL GUERASO LLC               | V6415048             | 4390         | 2,340.00          | 00188445             |
| TAO ROSSINI A PROFESSIONAL         | V6414113             | 5821         | 7,587.50          | 00188280             |
| THE UNIVERSITY OF IOWA             | V6414342             | 5880         | 149.00            | 00188413             |
| THOMSON REUTERS WEST               | V6407958             | 5880         | 161.00            | 00188379             |
| THREE HILL PATH INC                | V6412729             | 5880         | 12,199.20         | 00188380             |
| TIERNEY, GAVIN                     | V6414340             | 5805         | 6,250.00          | 00188587             |
| TIME WARNER CABLE                  | V6411698             | 5930         | 15,863.61         | 00188588             |
| TRILLIUM USA COMPANY LLC           | V6414462             | 4383         | 1,707.74          | 00188381             |
| TOUGK DOO DTO CALES CODDODATION    | 1/0400704            | 4005         | 1,006.73          | 00188486             |
| TRUCK PRO PTO SALES CORPORATION    | V6403784             | 4385         | 81.45             | 00188323             |
| TOLLIII O MADIA                    | 1/0440074            | E040         | 3,887.32          | 00188487             |
| TRUJILLO, MARIA<br>TURF STAR INC   | V6410371             | 5210<br>4347 | 40.00             | 00188589             |
| U S BANK                           | V6404805<br>V6406511 | 4347         | 44.55<br>4,270.14 | 00188414<br>00188382 |
| 0.3 DANK                           | V0400311             | 4320         | 1,934.16          | 00188382             |
|                                    |                      | 4347         | 1,631.92          | 00188382             |
|                                    |                      | 4390         | 5,160.71          | 00188382             |
|                                    |                      | 4410         | 2,629.48          | 00188382             |
|                                    |                      | 5210         | 6,655.71          | 00188382             |
|                                    |                      | 5805         | 4,412.50          | 00188382             |
|                                    |                      | 5880         | 139.67            | 00188382             |
|                                    |                      | 0000         | 1,000.00          | 00188590             |
|                                    |                      |              | 1,000.00          | 00188591             |
| UCI SCHOOL OF LAW                  | V6412902             | 5880         | 50,467.14         | 00188415             |
| UNION AUTO SERVICE CENTER          | V6404840             | 4370         | 347.58            | 00188281             |
|                                    |                      |              | 3,791.05          | 00188324             |
|                                    |                      | 5610         | 225.00            | 00188281             |
|                                    |                      |              | 2,262.00          | 00188324             |
| UNITED OF OMAHA                    | V6411969             | 3901         | 1,228,184.00      | 00188209             |
| URESTI, DANIEL                     | V6415028             | 5210         | 40.00             | 00188592             |
| US AIR CONDITIONING DISTRIBUTORS   | V6404317             | 4355         | 5,663.34          | 00188416             |
| VALLEY VISTA SERVICES INC          | V6411966             | 5580         | 7,703.45          | 00188325             |
| VAZQUEZ, HILDA                     | V6402048             | 5210         | 199.00            | 00188646             |
| VERTICAL TRANSPORT INC             | V6413440             | 5610         | 370.00            | 00188521             |
| VISTA PAINT CORPORATION            | V6404961             | 4355         | 1,437.11          | 00188446             |
| VITAL INSPECTION SERVICES INC      | V6412251             | 6291         | 9,504.00          | 00188417             |
| W STRATEGIES LLC                   | V6414038             | 5805         | 5,000.00          | 00188447             |
| WALTERS WHOLESALE ELECTRIC CO      | V6409053             | 4355         | 613.53            | 00188647             |
| WATERLINE TECHNOLOGIES INC.        | V6403700             | 4355         | 2,524.80          | 00188372             |
|                                    |                      |              | 6,465.53          | 00188648             |

| VENDOR NAME                               | VENDOR ID    | OBJECT | AMOUNT       | CK#      |
|---|--------------|--------|--------------|----------|
| WEISSMAN'S DESIGNS FOR DANCE              | V6405016     | 4310   | 1,163.70     | 00188252 |
| WESTERN PROPANE SERVICES INC              | V6414407     | 4383   | 3.50         | 00188326 |
| WEVIDEO INC                               | V6413653     | 5880   | 15,496.66    | 00188210 |
| WILLSCOT MOBILE MINI                      | V6414969     | 5620   | 563.32       | 00188253 |
|   |              |        | 1,126.64     | 00188649 |
| WINZER                                    | V6412060     | 4375   | 441.38       | 00188327 |
|   |              |        | 327.20       | 00188650 |
| YETT, JESSICA                             | V6412457     | 5210   | 1,515.05     | 00188651 |
| YOUTH ENGAGE LLC                          | V6414505     | 5810   | 10,000.00    | 00188593 |
| ZENDEJAS, NORMA                           | V6413220     | 5210   | 1,795.54     | 00188254 |
| ZENDESK INC                               | V6413040     | 5880   | 9,804.00     | 00188328 |
| GENERAL FUND (0101)                       |              | -      | 9,389,862.98 |          |
| BYROM-DAVEY INC                           | V6414694     | 6270   | 334,143.50   | 00188282 |
| CRISP IMAGING                             | V6408990     | 6241   | 1,522.44     | 00188383 |
|   |              | 6274   | 4,270.90     | 00188418 |
| CUMMING CONSTRUCTION MANAGEMENT INC       | V6411922     | 6273   | 140,462.50   | 00188384 |
| DIVISION OF THE STATE ARCHITECT           | V6411414     | 6210   | 41,100.00    | 00188211 |
|   |              |        | 142,201.98   | 00188283 |
| ENCORP                                    | V6409154     | 6250   | 12,875.00    | 00188385 |
| GHATAODE BANNON ARCHITECTS                | V6408656     | 6212   | 1,440.00     | 00188284 |
| KNOWLAND CONSTRUCTION SERVICES LLC        | V6409073     | 6291   | 21,824.92    | 00188212 |
|   |              |        | 17,694.32    | 00188285 |
| SGH ARCHITECTS                            | V6414521     | 6212   | 3,455.00     | 00188386 |
| SUN PAC STORAGE CONTAINERS INC            | V6414092     | 6274   | 75.00        | 00188419 |
| VITAL INSPECTION SERVICES INC             | V6412251     | 6291   | 24,600.00    | 00188420 |
| GOB ELECTION 2014 SERIES 2019 FUND (2127) |              | -      | 745,665.56   |          |
| CONTAINER ALLIANCE                        | V6412976     | 6274   | 609.52       | 00188286 |
| CUMMING CONSTRUCTION MANAGEMENT INC       | V6411922     | 6273   | 4,455.00     | 00188387 |
| GHATAODE BANNON ARCHITECTS                | V6408656     | 6212   | 1,715.20     | 00188287 |
| KNOWLAND CONSTRUCTION SERVICES LLC        | V6409073     | 6291   | 10,000.00    | 00188213 |
|   |              |        | 8,800.00     | 00188288 |
| MOBILE MODULAR CONSTRUCTION INC           | V6412862     | 6221   | 352,447.89   | 00188329 |
| SCHOOL FACILITY CONSULTANTS               | V6404158     | 5810   | 81.25        | 00188388 |
| TWINING CONSULTING                        | V6412575     | 6251   | 4,440.00     | 00188389 |
| CAPITAL FACILITIES FUND (2525)            |              | -      | 382,548.86   |          |
| CUMMING CONSTRUCTION MANAGEMENT INC       | V6411922     | 6273   | 4,422.50     | 00188390 |
| GHATAODE BANNON ARCHITECTS                | V6408656     | 6212   | 2,025.00     | 00188289 |
| KNOWLAND CONSTRUCTION SERVICES LLC        | V6409073     | 6291   | 321.24       | 00188214 |
| NITOWEAND CONCINCOTION CENTICES LEC       | V0403073     | 0201   | 5,032.76     | 00188290 |
| U S BANK                                  | V6406511     | 7619   | 554,127.64   | 00188391 |
| o o Britin                                | V 0 1000 1 1 | 7010   | 1,819,805.79 | 00188594 |
| VITAL INSPECTION SERVICES INC             | V6412251     | 6291   | 13,800.00    | 00188421 |
| CAPITAL FACILITIESA RDA FUND (2545)       |              | -      | 2,399,534.93 |          |
| STUDIOWC                                  | V6414504     | 6212   | 12,000.00    | 00188291 |
| SPECIAL RESERVE (4040)                    |              | _      | 12,000.00    |          |
| OF LOIAL INLULINAE (4040)                 |              |        | 12,000.00    |          |

| <u>VENDOR NAME</u>                       | VENDOR ID | VENDOR ID OBJECT AMOUNT |               |          |
|--|-----------|-------------------------|---------------|----------|
| AUHSD                                    | V6400400  | 5890                    | 915.84        | 00188292 |
| MARQUE MEDICAL INC.                      | V6413824  | 5890                    | 2,053.00      | 00188255 |
| WORKERS COMPENSATION FUND (6768)         |           |                         | 2,968.84      |          |
| AUHSD                                    | V6400400  | 5891                    | 432,957.12    | 00188256 |
|  |           |                         | 853,094.68    | 00188448 |
|  |           |                         | 900,424.48    | 00188549 |
| CALIFORNIA SCHOOLS DENTAL COALITION      | V6405368  | 5892                    | 448,642.00    | 00188215 |
| DELTA DENTAL INSURANCE COMPANY           | V6411391  | 5465                    | 16,029.44     | 00188216 |
| EXPRESS SCRIPTS INC.                     | V6410974  | 5895                    | 211,860.69    | 00188217 |
|  |           |                         | 427,574.67    | 00188392 |
|  |           |                         | 325,329.77    | 00188488 |
|  |           |                         | 327,183.94    | 00188652 |
| GALLAGHER BENEFIT SERVICES INC.          | V6408675  | 5812                    | 11,250.00     | 00188550 |
| LINCOLN LIFE ASSURANCE COMPANY OF BOSTON | V6413790  | 5462                    | 19,872.18     | 00188257 |
| RETIREE FIRST LLC.                       | V6413748  | 5466                    | 179,833.84    | 00188522 |
| TRUSTMARK HEALTH BENEFITS INC.           | V6413999  | 5812                    | 465,345.27    | 00188523 |
| UNITED STATES TREASURY                   | V6409991  | 5885                    | 16,950.24     | 00188595 |
| VISION SERVICE PLAN                      | V6404956  | 5464                    | 53,823.56     | 00188596 |
| HEALTH AND WELFARE UNSURANCE FUND (6769  |           | •                       | 4,690,171.88  |          |
| GREATER ANAHEIM SELPA                    | V6401927  | 7500                    | 341,475.00    | 00188258 |
| WARRANT PASS THRU FUND (7676)            |           |                         | 341,475.00    |          |
| GRAND TOTAL ALL FUNDS                    |           |                         | 17,964,228.05 |          |

# ANAHEIM UNION HIGH SCHOOL DISTRICT ASB SUMMARY OF CASH BALANCES Apr-23

**Current Month** 

| School Name | Prior Month<br>Total | Checking     | Petty Cash /<br>Change Fund | Savings    | Total        |
|-------------|----------------------|--------------|-----------------------------|------------|--------------|
| School Name | Total                | Checking     | Change i unu                | Savings    | Total        |
| Anaheim     | 316,856.08           | 278,455.97   | 1,000.00                    | 53,291.72  | 332,747.69   |
| Western     | 390,241.51           | 260,170.92   | 1,275.00                    | 129,592.00 | 391,037.92   |
| Magnolia    | 138,616.69           | 124,348.85   | 700.00                      | -          | 125,048.85   |
| Savanna     | 141,108.94           | 134,841.27   | 500.00                      | 221.39     | 135,562.66   |
| Loara       | 252,252.16           | 184,589.21   | 800.00                      | 37,775.06  | 223,164.27   |
| Katella     | 327,541.98           | 314,304.47   | 2,100.00                    |            | 316,404.47   |
| Kennedy     | 480,935.00           | 436,175.87   | 1,300.00                    |            | 437,475.87   |
| Cypress     | 843,756.73           | 844,849.77   | 1,700.00                    |            | 846,549.77   |
| Brookhurst  | 22,071.42            | 21,658.45    |                             |            | 21,658.45    |
| Orangeview  | 38,164.03            | 33,350.27    |                             |            | 33,350.27    |
| Walker      | 72,708.23            | 76,439.62    |                             |            | 76,439.62    |
| Dale        | 85,301.61            | 82,945.90    | 200.00                      |            | 83,145.90    |
| Sycamore    | 22,138.87            | 22,138.87    |                             |            | 22,138.87    |
| Ball        | 14,694.93            | 19,251.79    |                             |            | 19,251.79    |
| South       | 76,099.65            | 84,463.07    |                             |            | 84,463.07    |
| Oxford      | 656,204.16           | 608,818.85   | 260.00                      |            | 609,078.85   |
| Lexington   | 97,044.26            | 71,473.27    |                             |            | 71,473.27    |
| Норе        | 71,222.95            | 78,793.55    |                             |            | 78,793.55    |
| Gilbert     | 40,319.78            | 43,943.36    |                             |            | 43,943.36    |
| Cambridge   | 5,587.40             | 6,446.13     |                             |            | 6,446.13     |
| Total       | 4,092,866.38         | 3,727,459.46 | 9,835.00                    | 220,880.17 | 3,958,174.63 |

# ANAHEIM UNION HIGH SCHOOL DISTRICT ASB SUMMARY OF CASH BALANCES May-23

**Current Month** 

|             | -            | - Current Month |              |            |              |
|-------------|--------------|-----------------|--------------|------------|--------------|
|             | Prior Month  |                 | Petty Cash / |            |              |
| School Name | Total        | Checking        | Change Fund  | Savings    | Total        |
| Anaheim     | 332,747.69   | 354,208.50      | 1,000.00     | 53,291.72  | 408,500.22   |
| Western     | 391,037.92   | 257,863.05      | 1,275.00     | 129,592.00 | 388,730.05   |
| Magnolia    | 125,048.85   | 112,046.58      | 700.00       | -          | 112,746.58   |
| Savanna     | 135,562.66   | 109,838.01      | 500.00       | 221.39     | 110,559.40   |
| Loara       | 223,164.27   | 140,474.30      | 800.00       | 37,775.06  | 179,049.36   |
| Katella     | 316,404.47   | 285,310.56      | 2,100.00     |            | 287,410.56   |
| Kennedy     | 437,475.87   | 334,627.88      | 1,300.00     |            | 335,927.88   |
| Cypress     | 846,549.77   | 862,313.83      | 1,700.00     |            | 864,013.83   |
| Brookhurst  | 21,658.45    | 15,957.07       |              |            | 15,957.07    |
| Orangeview  | 33,350.27    | 30,130.41       |              |            | 30,130.41    |
| Walker      | 76,439.62    | 71,284.72       |              |            | 71,284.72    |
| Dale        | 83,145.90    | 68,687.82       |              |            | 68,687.82    |
| Sycamore    | 22,138.87    | 16,793.75       |              |            | 16,793.75    |
| Ball        | 19,251.79    | 13,060.47       |              |            | 13,060.47    |
| South       | 84,463.07    | 72,682.98       |              |            | 72,682.98    |
| Oxford      | 609,078.85   | 472,345.59      | 260.00       |            | 472,605.59   |
| Lexington   | 71,473.27    | 29,981.91       |              |            | 29,981.91    |
| Hope        | 78,793.55    | 68,227.08       |              |            | 68,227.08    |
| Gilbert     | 43,943.36    | 40,332.85       |              |            | 40,332.85    |
| Cambridge   | 6,446.13     | 4,754.86        |              |            | 4,754.86     |
| Total       | 3,958,174.63 | 3,360,922.22    | 9,635.00     | 220,880.17 | 3,591,437.39 |

# ANAHEIM UNION HIGH SCHOOL DISTRICT ASB SUMMARY OF CASH BALANCES Jun-23

**Current Month** 

|             | <b>Prior Month</b> |              | Petty Cash / |            |              |
|-------------|--------------------|--------------|--------------|------------|--------------|
| School Name | Total              | Checking     | Change Fund  | Savings    | Total        |
|             |                    |              |              |            |              |
| Anaheim     | 408,500.22         | 281,777.98   | 1,000.00     | 53,291.72  | 336,069.70   |
| Western     | 388,730.05         | 229,850.81   | 1,275.00     | 129,592.00 | 360,717.81   |
| Magnolia    | 112,746.58         | 107,533.97   |              | -          | 107,533.97   |
| Savanna     | 110,559.40         | 97,181.26    | 500.00       | 221.39     | 97,902.65    |
| Loara       | 179,049.36         | 13,953.87    | 800.00       | 37,775.06  | 52,528.93    |
| Katella     | 287,410.56         | 288,804.08   |              |            | 288,804.08   |
| Kennedy     | 335,927.88         | 302,892.16   |              |            | 302,892.16   |
| Cypress     | 864,013.83         | 674,802.62   |              |            | 674,802.62   |
| Brookhurst  | 15,957.07          | 23,397.52    |              |            | 23,397.52    |
| Orangeview  | 30,130.41          | 27,338.51    |              |            | 27,338.51    |
| Walker      | 71,284.72          | 68,340.26    |              |            | 68,340.26    |
| Dale        | 68,687.82          | 668,852.83   |              |            | 668,852.83   |
| Sycamore    | 16,793.75          | 16,788.75    |              |            | 16,788.75    |
| Ball        | 13,060.47          | 15,448.01    |              |            | 15,448.01    |
| South       | 72,682.98          | 69,488.15    |              |            | 69,488.15    |
| Oxford      | 472,605.59         | 476,621.47   | 260.00       |            | 476,881.47   |
| Lexington   | 29,981.91          | 29,357.82    |              |            | 29,357.82    |
| Норе        | 68,227.08          | 72,834.47    |              |            | 72,834.47    |
| Gilbert     | 40,332.85          | 41,503.25    |              |            | 41,503.25    |
| Cambridge   | 4,754.86           | 5,428.54     |              |            | 5,428.54     |
| Total       | 3,591,437.39       | 3,512,196.33 | 3,835.00     | 220,880.17 | 3,736,911.50 |

# Anaheim Union High School District Cafeteria Fund Financial Statements May 2023



# Balance Sheet Anaheim Union High School District

| 05/ | /31/ | /2023 |  |
|-----|------|-------|--|
|-----|------|-------|--|

| Account Number                     | Description                   |                 |
|------------------------------------|-------------------------------|-----------------|
| Asset                              | Assets                        |                 |
| CASH                               |                               |                 |
| 9120                               | Cash-Checking                 | \$9,505,830.81  |
| 9122                               | Change Fund                   | \$1,100.00      |
| Total CASH                         |                               | \$9,506,930.81  |
| RECEIVABLE                         |                               |                 |
| 9210                               | A/R - Current                 | \$8,064.34      |
| 9280                               | A/R - State                   | \$2,051,684.98  |
| 9290                               | A/R - Federal                 | \$4,209,619.69  |
| Total RECEIVABLE                   |                               | \$6,269,369.01  |
| INVENTORIES                        |                               |                 |
| 9321                               | Food                          | \$204,965.52    |
| 9323                               | Supplies                      | \$239,008.79    |
| Total INVENTORIES                  |                               | \$443,974.31    |
| Total Asset                        |                               | \$16,220,274.13 |
| Liability                          | Liabilities and Fund Balance  |                 |
| LIABILITIES                        |                               |                 |
| 9510                               | A/P - Current                 | \$2,670,384.60  |
| 9580                               | Sales Tax Liability           | \$5,528.12      |
| 9599                               | Purchases Clearing            | \$0.00          |
| 9650                               | Deferred Revenue              | \$161,294.88    |
| Total LIABILITIES                  |                               | \$2,837,207.60  |
| Total Liability                    |                               | \$2,837,207.60  |
| 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)         |                               | \$4,569,480.82  |
| Total Liabilities and Fund Balance |                               | \$16,220,274.08 |

Show all data



# Statement of Revenue and Expense Anaheim Union High School District

|                                     | P                                       | eriod 11 Endir | ng in 05/31/2023 |          |   | Period 11 En | ding in 05/31/2022    |          |
|-------------------------------------|---|----------------|------------------|----------|---|--------------|-----------------------|----------|
|                                     | Monthly                                 | %              | YTD              | %        | Monthly                                 | %            | YTD                   | %        |
| Revenue                             |   |                |                  |          |   |              |                       |          |
| Local Revenue                       |   |                |                  |          |   |              |                       |          |
| 8635                                | \$48,402.74                             | 1.40 %         | \$523,663.09     | 1.75 %   | \$54,700.35                             | 2.06 %       | \$620,738.45          | 2.46 %   |
| A La Carte Sales                    |   |                |                  |          |   |              |                       |          |
| 8636                                | \$16.25                                 | 0.00 %         | \$276.19         | 0.00 %   | \$16.68                                 | 0.00 %       | \$303.13              | 0.00 %   |
| Adult Rev Breakfast                 |   |                |                  |          |   |              |                       |          |
| 8637                                | \$700.65                                | 0.02 %         | \$7,648.98       | 0.03 %   | \$408.76                                | 0.02 %       | \$4,588.78            | 0.02 %   |
| Adult Rev Lunch                     |   |                |                  |          |   |              |                       |          |
| Local Revenue                       | \$49,119.64                             | 1.42 %         | \$531,588.26     | 1.78 %   | \$55,125.79                             | 2.08 %       | \$625,630.36          | 2.48 %   |
| Federal Reimbursements              |   |                |                  |          |   |              |                       |          |
| 8200                                | \$391,538.84                            | 11.30 %        | \$3,297,471.79   | 11.03 %  | \$417,930.57                            | 15.73 %      | \$3,746,040.74        | 14.83 %  |
| Federal Meal Revenue-Breakfast      |   |                |                  |          |   |              |                       |          |
| 8220                                | \$1,751,881.85                          | 50.54 %        | \$15,388,998.37  | 51.50 %  | \$2,017,998.31                          | 75.97 %      | \$19,375,760.05       | 76.72 %  |
| Federal Meal Revenue-Lunch          | , |                | , -,,            |          | , |              | , -,,                 |          |
| 8290                                | \$120,194.28                            | 3.47 %         | \$936,129.96     | 3.13 %   | \$13,152.00                             | 0.50 %       | \$135,628.00          | 0.54 %   |
| Misc Federal Revenue-Snack          | ψ120/13 ···20                           | 5117 75        | ψ330,123.30      | 3.23 / 0 | ψ13)13 <b>2</b> .00                     | 0.50 /0      | ¥100,0 <b>1</b> 0.00  | 0.0 . 70 |
| Federal Reimbursements              | \$2,263,614.97                          | 65.30 %        | \$19,622,600.12  | 65.67 %  | \$2,449,080.88                          | 92.20 %      | \$23,257,428.79       | 92.09 %  |
| State Reimbursements                | 72,203,014.37                           | 03.30 /0       | \$15,022,000.12  | 03.07 70 | 72,443,000.00                           | 32.20 /0     | <i>423,231,420.13</i> | 32.03 /0 |
| 8500                                | \$254,579.17                            | 7.34 %         | \$2,138,208.20   | 7.16 %   | \$39,899.92                             | 1.50 %       | \$367,749.61          | 1.46 %   |
| State Meal Revenue-Breakfast        | \$254,575.17                            | 7.54 /0        | \$2,130,200.20   | 7.10 /0  | \$33,633.32                             | 1.50 /0      | \$307,745.01          | 1.40 /0  |
| 8520                                | \$843,432.63                            | 24.33 %        | \$7,390,288.30   | 24.73 %  | \$110,000.25                            | 4.14 %       | \$1,004,449.50        | 3.98 %   |
| State Meal Revenue-Lunch            | 3043,432.03                             | 24.55 %        | \$7,590,266.50   | 24.75 %  | \$110,000.25                            | 4.14 /0      | \$1,004,449.50        | 3.30 %   |
|                                     | ć1 000 011 00                           | 21 60 %        | Ć0 F30 406 F0    | 21 00 0/ | ¢140 000 17                             | F 64 9/      | ć1 272 100 11         | F 43 0/  |
| State Reimbursements                | \$1,098,011.80                          | 31.68 %        | \$9,528,496.50   | 31.89 %  | \$149,900.17                            | 5.64 %       | \$1,372,199.11        | 5.43 %   |
| Other Revenue                       | (6420.07)                               | 0.00.0/        | (64.667.20)      | 0.04.0/  | (6402.46)                               | 0.04.0/      | (64.764.64)           | 0.04.0/  |
| 8638                                | (\$129.87)                              | 0.00 %         | (\$1,667.29)     | -0.01 %  | (\$183.16)                              | -0.01 %      | (\$1,764.64)          | -0.01 %  |
| Cash Over & Short                   | 455 600 00                              | 4.64.07        | 4204 004 00      | 0.67.0/  | 42.225.22                               | 0.00.0/      | 40.400.40             | 2.24.24  |
| 8699                                | \$55,693.22                             | 1.61 %         | \$201,081.83     | 0.67 %   | \$2,386.39                              | 0.09 %       | \$2,430.19            | 0.01 %   |
| Spec Activity/Cater                 |   |                | 4                |          | 4                                       |              | 4                     |          |
| Other Revenue                       | \$55,563.35                             | 1.60 %         | \$199,414.54     | 0.67 %   | \$2,203.23                              | 0.08 %       | \$665.55              | 0.00 %   |
| Total Revenue                       | \$3,466,309.76                          | 100.00 %       | \$29,882,099.42  | 100.00 % | \$2,656,310.07                          | 100.00 %     | \$25,255,923.81       | 100.00 % |
| Expense                             |   |                |                  |          |   |              |                       |          |
| Food Purchases & Govnmt             |   |                |                  |          |   |              |                       |          |
| 4700                                | \$1,040,642.55                          | 30.02 %        | \$8,830,990.29   | 29.55 %  | \$705,117.96                            | 26.55 %      | \$6,125,053.72        | 24.25 %  |
| Food Purchases                      |   |                |                  |          |   |              |                       |          |
| Food Purchases & Govnmt             | \$1,040,642.55                          | 30.02 %        | \$8,830,990.29   | 29.55 %  | \$705,117.96                            | 26.55 %      | \$6,125,053.72        | 24.25 %  |
| Supplies                            |   |                |                  |          |   |              |                       |          |
| 4300                                | \$21,219.48                             | 0.61 %         | \$192,347.99     | 0.64 %   | \$14,095.47                             | 0.53 %       | \$230,270.28          | 0.91 %   |
| Materials & Supplies                |   |                |                  |          |   |              |                       |          |
| 4400                                | \$16,654.12                             | 0.48 %         | \$32,022.06      | 0.11 %   | \$0.00                                  | 0.00 %       | \$114,991.27          | 0.46 %   |
| Noncapitalized Equipment-Over \$500 |   |                |                  |          |   |              |                       |          |
| 4790                                | \$139,387.16                            | 4.02 %         | \$968,961.35     | 3.24 %   | \$82,645.41                             | 3.11 %       | \$677,228.93          | 2.68 %   |
| Supplies (Food)                     |   |                |                  |          |   |              |                       |          |
| Supplies                            | \$177,260.76                            | 5.11 %         | \$1,193,331.40   | 3.99 %   | \$96,740.88                             | 3.64 %       | \$1,022,490.48        | 4.05 %   |
| Salaries                            |   |                |                  |          |   |              |                       |          |
| 2200                                | \$916,673.95                            | 26.45 %        | \$8,296,725.62   | 27.76 %  | \$781,953.52                            | 29.44 %      | \$7,253,030.99        | 28.72 %  |
| Classified Salaries                 |   |                |                  |          |   |              |                       |          |
| 2300                                | \$40,060.17                             | 1.16 %         | \$439,965.81     | 1.47 %   | \$35,956.50                             | 1.35 %       | \$406,527.32          | 1.61 %   |
| Class.Sup/Admin Salaries            |   |                |                  |          |   |              |                       |          |
| 2400                                | \$44,130.87                             | 1.27 %         | \$460,676.48     | 1.54 %   | \$43,723.14                             | 1.65 %       | \$457,688.71          | 1.81 %   |
| Clerical/Office Salaries            |   |                |                  |          |   |              |                       |          |
| Salaries                            | \$1,000,864.99                          | 28.87 %        | \$9,197,367.91   | 30.78 %  | \$861,633.16                            | 32.44 %      | \$8,117,247.02        | 32.14 %  |
|                                     |   |                |                  | _        |   |              | BOT - 3               |          |
| RPT336                              |   |                | Page 1 of        | 2        |   |              | 201 0                 |          |



# Statement of Revenue and Expense Anaheim Union High School District

|                                       | Period 11 Ending in 05/31/2023 |         |                     |         |                      | Period 11 Ending in 05/31/2022 |                    |         |  |
|---------------------------------------|--------------------------------|---------|---------------------|---------|----------------------|--------------------------------|--------------------|---------|--|
|                                       | Monthly                        | %       | YTD                 | %       | Monthly              | %                              | YTD                | %       |  |
| Benefits                              |                                |         |                     |         |                      |                                |                    | -       |  |
| 3202                                  | \$205,717.29                   | 5.93 %  | \$1,841,018.18      | 6.16 %  | \$153,353.78         | 5.77 %                         | \$1,465,103.94     | 5.80 %  |  |
| PERS, Classified Position             |                                |         |                     |         |                      |                                |                    |         |  |
| 3302                                  | \$75,946.69                    | 2.19 %  | \$695,742.87        | 2.33 %  | \$64,707.51          | 2.44 %                         | \$611,914.32       | 2.42 %  |  |
| OASD/MED/Classified Position          |                                |         |                     |         |                      |                                |                    |         |  |
| 3402                                  | \$198,779.59                   | 5.73 %  | \$2,114,488.80      | 7.08 %  | \$188,446.67         | 7.09 %                         | \$2,098,403.45     | 8.31 %  |  |
| Hlth/Welfare, Classified              |                                |         |                     |         |                      |                                |                    |         |  |
| 3502                                  | \$5,059.72                     | 0.15 %  | \$46,117.75         | 0.15 %  | \$4,308.95           | 0.16 %                         | \$41,645.31        | 0.16 %  |  |
| SUI, Classified Position              |                                |         |                     |         |                      |                                |                    |         |  |
| 3602                                  | \$25,861.02                    | 0.75 %  | \$235,753.35        | 0.79 %  | \$21,955.22          | 0.83 %                         | \$207,032.65       | 0.82 %  |  |
| Workers Comp, Classified              |                                |         |                     |         |                      |                                |                    |         |  |
| Benefits                              | \$511,364.31                   | 14.75 % | \$4,933,120.95      | 16.51 % | \$432,772.13         | 16.29 %                        | \$4,424,099.67     | 17.52 % |  |
| Other Expenses                        |                                |         |                     |         |                      |                                |                    |         |  |
| 5200                                  | \$1,744.68                     | 0.05 %  | \$14,031.51         | 0.05 %  | \$1,220.17           | 0.05 %                         | \$9,988.59         | 0.04 %  |  |
| Travel & Conference                   |                                |         |                     |         |                      |                                |                    |         |  |
| 5500                                  | \$99,178.03                    | 2.86 %  | \$314,005.01        | 1.05 %  | \$93,797.99          | 3.53 %                         | \$270,534.27       | 1.07 %  |  |
| Operation & Housekeeping              |                                |         |                     |         |                      |                                |                    |         |  |
| 5600                                  | \$14,180.26                    | 0.41 %  | \$100,268.66        | 0.34 %  | \$8,570.81           | 0.32 %                         | \$78,295.66        | 0.31 %  |  |
| Rental/Lease/Repair                   |                                |         |                     |         |                      |                                |                    |         |  |
| 5800                                  | \$3,585.66                     | 0.10 %  | \$153,453.58        | 0.51 %  | \$307.50             | 0.01 %                         | \$206,863.12       | 0.82 %  |  |
| Prof. Consult Service/Other Operating |                                |         |                     |         |                      |                                |                    |         |  |
| Exp<br>5900                           | \$56.40                        | 0.00 %  | \$178.05            | 0.00 %  | \$0.00               | 0.00 %                         | \$1,590.32         | 0.01 %  |  |
| Fax, Pager, Postage                   | <del>930.40</del>              | 0.00 /0 | Ģ176.03             | 0.00 /0 | Ç0.00                | 0.00 70                        | ψ1,330.3 <b>2</b>  | 0.01 /0 |  |
| Other Expenses                        | \$118,745.03                   | 3.43 %  | \$581,936.81        | 1.95 %  | \$103,896.47         | 3.91 %                         | \$567,271.96       | 2.25 %  |  |
| Capital Outlay                        | ψ110); 45103                   | 3143 70 | <b>4301</b> ,330101 | 1.55 /0 | <b>\$100,030.</b> 47 | 3.31 /0                        | <b>4307,272130</b> | 2.23 /0 |  |
| 6500                                  | \$35,437.43                    | 1.02 %  | \$575,871.24        | 1.93 %  | \$15,354.38          | 0.58 %                         | \$28,273.61        | 0.11 %  |  |
| Equipment- Over \$5000                | <del>4</del> 30, 137. 13       | 1.52 /0 | Ç3,3,0,1.24         | 2.55 /0 | Ţ10,00 1.00          | 2.30 /0                        | Ç23,27 3.01        | 0.11 /0 |  |
| Capital Outlay                        | \$35,437.43                    | 1.02 %  | \$575,871.24        | 1.93 %  | \$15,354.38          | 0.58 %                         | \$28,273.61        | 0.11 %  |  |
| Total Expense                         | \$2,884,315.07                 | 83.21 % | \$25,312,618.60     | 84.71 % | \$2,215,514.98       | 83.41 %                        | \$20,284,436.46    | 80.32 % |  |
| Net Profit (Loss)                     | \$581,994.69                   | 16.79 % | \$4,569,480.82      | 15.29 % | \$440,795.09         | 16.59 %                        | \$4,971,487.35     | 19.68 % |  |

Show all data

### PROFESSIONAL SERVICES AGREEMENT

 IDENTIFICATION OF PARTIES. This Agreement ("The Agreement"), executed in duplicate with each party receiving an executed original, is entered into on the eleventh day of August, 2023, by and between the undersigned clients, Anaheim Union High School District (hereafter referred to as "CLIENT") and The Sobel Group, Inc. (hereafter referred to as "TSG").

WHEREAS the client is in need of special services and advice;

WHEREAS such services and advice are not available at no cost from public agencies; and

WHEREAS TSG is specially trained, experienced, and competent to provide the special services required; and

WHEREAS such services are needed on a limited basis

NOW, THEREFORE, the parties hereto agree as follows:

2. SERVICES TO BE PROVIDED. The services to be provided by TSG to CLIENT are as follows: TSG will consult with CLIENT, the local police department, and the local fire department, and provide advice regarding the preparation of the portion of the CLIENT's school safety plans for Cypress High School and Lexington Junior High School that includes tactical responses to criminal incidents. As part of the service, TSG will consult with CLIENT and school specific personnel to develop a visual map of the tactical response plan as one of the steps used to safeguard pupils and staff, secure the affected school premises, and to apprehend the criminal perpetrator or perpetrators. Several on-site school visits will be conducted to collect site specific information and digital imagery. After all data is collected, TSG will prepare a report and provide an electronic copy to the CLIENT. CLIENT hereby authorizes TSG to do whatever TSG deems advisable in this matter,

including (without limitation thereto); to hire additional consultants, experts and other services on CLIENT'S behalf, at CLIENT'S cost pursuant to paragraph number 4 below. If CLIENT desires that TSG provide any services not covered by this Agreement, a separate written agreement between TSG and CLIENT will be required. TSG will establish work hours for the services and TSG may work for other clients simultaneously, unless otherwise noted. TSG will determine the order or sequence of steps in performance of work. Services will be provided August 11, 2023, through August 10, 2024, with an option for four additional one year terms to develop visual maps of the tactical response plan of additional school sites.

- 3. RESPONSIBILITIES OF TSG AND CLIENT. TSG will perform the services called for under this Agreement as an independent contractor and not as an employee of the CLIENT, keep CLIENT informed of progress and developments, and respond promptly to CLIENT'S inquiries and communications. CLIENT further agrees to abide by this Agreement, to make payment on invoices in a timely manner as set forth herein, and to cooperate and require any employees of CLIENT to cooperate with TSG in any activities undertaken on the CLIENT's behalf. CLIENT agrees to prepare and furnish current up-to-date site plans, floor plans, as-built diagrams, utility shut-off locations, and any available aerial photographs of the school site. CLIENT agrees to grant TSG unrestricted access to the school during non-school hours on pre-arranged dates and times. TSG will furnish all tools and equipment needed for the job.
- COST. CLIENT shall pay TSG a fee of FORTY FIVE THOUSAND DOLLARS
   (\$45,000) for services rendered. The total amount billed by TSG will not exceed
   FORTY FIVE THOUSAND DOLLARS (\$45,000).

- STATEMENTS AND PAYMENTS. TSG will send CLIENT monthly invoices as work is completed. CLIENT agrees to make payment in full of TSG's invoices within thirty (30) days of receipt.
- 6. LATE CHARGES. If the entire balance shown due on any statement is not paid within 30 days from the statement date, a late charge equal to 1.5% of the outstanding balance will be assessed to CLIENT'S account.
- 7. NO DISCHARGE OF DEBT. CLIENT specifically acknowledges and agrees that any dollar amounts owed to TSG for fees and/or costs incurred by TSG on CLIENT'S behalf as set forth herein shall create a payment obligation on the part of CLIENT that shall not be discharged by CLIENT in any bankruptcy or other action instituted by CLIENT, or any of them, or otherwise. In the case of any petition in bankruptcy or similar action by CLIENT, CLIENT agrees to promptly execute a Reaffirmation Agreement on behalf of TSG, reaffirming CLIENT'S payment obligation to TSG and CLIENT'S agreement to pay same, as set forth herein.
- 8. ARBITRATION. CLIENT and TSG agree to have any and all disputes (except where CIENT may request Arbitration of a fee dispute) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the services provided by TSG to CLIENT, decided only by binding arbitration in accordance with the provisions of the California Code of Civil Procedure Section 1280, et seq., and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. TSG and CLIENT shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the California Rules of Civil Procedure section 1283.05. Any party initiating court

CLIENT Initial: \_\_\_\_\_

action without first requesting arbitration as set forth herein expresely waives any claim to attorneys' fees and costs they may have otherwise been entitled to.

- 9. ENFORCEMENT EXPENSES. Should it be necessary to institute legal proceedings for the enforcement of this Agreement, the prevailing party in any such proceeding shall be entitled to recover all court costs and reasonable attorney's fees incurred in prosecuting or defending said action.
- 10. RESPONSIBILITY FOR DATA. CLIENT shall at all times be solely responsible for ensuring that all site specific data remains accurate, complete, and current. CLIENT may engage TSG for additional consulting services to make updates related to any changes to the site specified in this Agreement. TSG and CLIENT agree not to disclose any information related to tactical responses to criminal incidents to unauthorized recipients. "Information" includes but is not limited to reports, diagrams, photographs, digital images, and descriptions.
- 11. INSURANCE AND APPLICABLE LAWS. TSG will provide insurance as follows:
  - a. Commercial General liability insurance for bodily injury and property damage,
     written on an occurrence form, in the combined single limit of not less than
     \$1,000,000 per occurrence; \$2,000,000 general aggregate.
  - b. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, must provide proof of Endorsement. Such coverage shall be in an amount of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.

- c. Professional liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 general aggregate.
- d. Automobile liability insurance with limits as required by the State of California
- e. Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per incident.
- f. An Additional Insured Endorsement is required to accompany Certificate of Insurance, specifically naming Anaheim Union High School District as Additional Insured with respects to the insured's General Liability policy as "Anaheim Union High School District is named as additionally insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." The Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation.

TSG and it's employees shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

- 12. INDEMNIFICATION. TSG agrees to and shall hold harmless and indemnify CLIENT, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
  - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by TSG or any person, firm, or corporation employed by TSG upon or in connection with the services called for in this AGREEMENT except for liability for damaged referred to above which result from the sole negligence or willful misconduct of CLIENT, its officers, employees, or agents.

b. Any injury or death to persons or damage to property, sustainted by any persons, firm, or corporation, including the CLIENT, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the CLIENT, its officers, employees, or agents.

TSG, at TSG's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the CLIENT, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgement/lawsuit reimbursement that may be rendered against the CLIENT, its officers, agents, or employees in any actions, suit, or other proceedings as a result of negligence or willful misconduct by TSG unless such actions, suits, or other proceedings result from the sole negligence or willful misconduct of the CLIENT, its officers, employees, or agents.

- **13. ASSIGNMENT.** This AGREEMENT is not assignable without written consent of the parties hereto.
- 14. COMPLETE AGREEMENT. This Agreement constitutes the entire agreement pertaining to the subject of the services TSG will be performing and the compensation for such services. Any modification of this Agreement shall be made in writing and signed by all Parties hereto. It is expressly understood and agreed by the Parties that should any provision or portion of this Agreement be held invalid, illegal, or void, the remainder of this Agreement shall nevertheless continue in full force and effect. Either party may terminate this Agreement at any time upon written notice to the other.

- 15. FINGERPRINT CERTIFICATION. TSG must execute a Certification by Contractor,
  Criminal Records Check school district form prior to the performance of any work.
- 16. DRUG, ALCOHOL, AND TOBACCOO FREE WORKPLACE. TSG hereby certifies, under penalty of perjury, under the laws of the State of California that under the agreement it will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.). Therefore, the work site shall be kept drug and alcohol free at all times.

TSG hereby agrees, under the agreement, it will comply with the Anaheim Union School District Board of Education's Policy which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second hand smoke and desires to provide a health environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

- 17. NOTICES. Any notices required under this Agreement shall be in writing and shall be deemed to have been duly served if delivered in person to CLIENT or, if delivered at or sent by registered or certified mail, to the last known business or home address of CLIENT.
- **18. GOVERNING LAW.** The laws of the State of California shall govern the construction and interpretation of this Agreement.
- 19. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement shall be the date first written above.

CLIENT HAS READ AND UNDERSTANDS THE FOREGOING, AGREES TO ALL OF ITS TERMS AND CONDITIONS, AND HAS RECEIVED AN EXECUTED COPY THEREOF.

| The Sobel Group, Inc.  | Anaheim Union High School District   |  |  |  |  |
|--|--|--|--|--|--|
| By:_ <i>]]/]</i>   | By:  |  |  |  |  |
| Print Name/Title of Authorized Signatory:  David Sobel/President | Print Name/Title of Authorized Signatory: Dr. Jaron Fried/Assistant Superintendent, Ed. Division  501 Crescent Way |  |  |  |  |
| P.O. Box 462637  |  |  |  |  |  |
| Escondido, CA 92046  | Anaheim, CA 92803  |  |  |  |  |
| Dated: 67/27/2023  | 8/11/23<br>Dated:  |  |  |  |  |

### **ANAHEIM UNION HIGH SCHOOL DISTRICT**

### INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the <u>10<sup>th</sup></u> day of <u>August</u>, <u>2023</u>, between the Anaheim Union High School District ("District") and <u>Youth Engage</u>, <u>LLC</u> ("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 <u>August 11, 2023</u> through March 10, 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
- **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of <u>Seventy Thousand Dollars</u> (\$70,000) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.
- 5. Independent Contractor. Contractor is customarily engaged in an independently

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

- **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 ♣ 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.
- 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 \( \subseteq \text{No } \( \subseteq \text{Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been

convicted of a felony, as defined in Education Code section 45122.1.

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

### **District**

Anaheim Union High School District

Attn: Dr. Jaron Fried Copy: Dr. Jaron Fried 501 N. Crescent Way Anaheim, CA 92801 Phone: 714-999-3557

Email: fried\_ja@auhsd.us

### Contractor

Youth Engage LLC Attn: Brian Brady 504 Lee St. #3W Evanston, IL 60202 Phone: 773-439-9637

Email: brian.brady411@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: <u>8/11/23</u>

By: Print Name: <u>Dr. Jaron Fried</u>

Title: Assistant Superintendent,

Ed Division

Youth Engage, LLC

Date: 7/11/2023

Ву:

Print Name: Brian Brady

Title: President, Youth Engage, LLC

### **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:

From Aug. 11th, 2023 until March 10th, 2024, Youth Engage, LLC, led by Brian Brady will oversee the project planning, implementation, and partnership for the K12 AI Deeper Learning Summit in Anaheim. The K12 AI Deeper Learning Summit will take place at the Westin Hotel in Anaheim, from Thursday evening, Feb. 29th through Saturday afternoon, March 2nd. This conference is co-hosted by AUHSD, University of California Irvine School of Education, Digital Promise, and aiEDU. Lead funding for this partnership is provided by Orange County Board of Supervisors. Over 500 educators from around the country are expected to attend and benefit from the event.

Youth Engage, led by Brian Brady, will be responsible for convening a working group of the partners and managing the workflow of planning the K12 AI Deeper Learning Summit hereafter called "Summit" including:

- Convening a Summit Working Group that will plan, organize, and implement the event.
- The development of the Summit agenda, presenters, workshops, materials, AV supplies, and meals.
- The solicitation of Summit sponsors to financially support the event and association partners to promote the event.
- The development of a plan for marketing the vent to educators and educational, government, and business leaders.
- The coordination of hosting partners in developing their Spark Talks and workshops for the event.
- The coordination of soliciting Keynote speaker (s) and managing communication with he/she and their staff.
- The oversight of the event budget and ensuring that the Summit stays within the budget parameters.
- The coordination of Kenny Nguyen who will provide support with technology, event space, management, and registration of attendees.
- The coordination of event evaluation and feedback to ensure the Summit meets its goals and improvements can be made if this is event is repeated in following years.
- The oversight of media outreach for the event.
- The assignment of tasks and responsibilities to partners and following up with them on their work.
- Troubleshooting and other duties as they arise.

Below is a description of the K12 AI Deeper Learning Summit:

### **K12 AI deeper Learning Summit Overview:**

The K12 AI Deeper Learning Summit will provide educators with insights and strategies from Leading AI through leaders and interactive workshops that will improve educators' understanding of AI, the use of best practices for integrating AI into instruction and demonstrate how to use AI to help students pursue their interests and career goals. The attendees at the summit will bring together a rich group of leading educators, AI thinkers, public officials, EdTech innovators, and business leaders to explore these topics, learn together, and build cross sector partnerships.

# Background:

We are at a watershed moment in education and society with the development of powerful AI tools accessible to everyone. AI is going to change the world, and our students need to be ready. For years we've heard from our government, industry, and academic communities, who have been warning about the growing and unmet need for foundational and technical AI education. Recently-released generative AI tools like OpenAI's ChatGPT and Google's Bard have captured the world's attention because we are all beginning to see clearly that the long foretold AI revolution is now here. Students who aren't empowered to harness AI as creators, consumers, workers, and citizens will be left behind.

### What is AI?

Artificial intelligence means a man-made system, such as a computer program, that exercises problem-solving or decision-making abilities normally associated with humans. It is used across a variety of fields from healthcare and law enforcement to agriculture and the arts. Our students interact with AI systems every day. From the AI-curated Instagram feed they check first thing in the morning to the Al-monitored video game streams they watch late into the night. As such, they should have the collection of skills and knowledge that a person needs to understand, use, and critically evaluate artificial intelligence. A person who is AI literate has the ability to use AI tools to function effectively in modern society. They understand AI impacts and make informed decisions, can leverage AI to achieve their goals, and can develop their knowledge and career potential without necessarily understanding the technical details of how AI systems are constructed.

### Need and Goal for a National K-12 AI Deeper Learning Summit:

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. K-12 education, in particular, is not currently capable of addressing AI needs in curriculum, including developing AI career pathways, applications, and ethics.

In K-12 classrooms, AI instruction is random or nonexistent - currently educators are equipped with few clear strategies and systems, and they possess an uneven knowledge of the new technology and its implications on life both in and out of the classroom.

A K-12 AI Deeper Learning Summit will help educational and community leaders focus on best practices for AI instruction, reflect on a new AI instructional framework, and provide space to explore critical ethics and equity questions that need to be considered when working with this technology.

### K12 AI Deeper Learning Summit Attendees/ Audience:

This conference is designed specifically for K-12 educators, higher education partners, ed-tech partners, career pathway advocates, and nonprofit and business partners who are interested in learning more about the latest advancements in AI technology and how it can be used to enhance teaching and learning practices to better prepare young Americans to thrive in an ever changing world. In addition, this conference is relevant to K-12 education partners in higher education, business, nonprofits, and workforce development. All participants will also have the opportunity to network with industry professionals and develop implementation plans moving their systems forward.

### K12 AI Deeper Learning Summit Program:

The K12 AI Deeper Learning Summit will have plenary sessions featuring prominent guest experts using a "spark" talk format, interactive workshops by leading experts in the field of AI and education (i.e. aiEDU). In addition, there will be a presentation on an AI Education framework, and workshops and plenary speakers focusing on the ethical challenges posed by AI. Additionally, participants will explore the latest research and innovative teaching strategies, and learn from other educators who share the passion for advancing student learning with the help of technology.

### **K12 Al Deeper Learning Summit Essential Questions:**

There are a number of essential questions this summit will explore concerning the how teaching and assessment could change and improve because of AI, and how schools can best prepare young people for meaningful careers in a world that will be transformed by this technology. Students, teachers, and administrators will explore these essential questions in the Fall semester before the AI Summit and share their ideas at the conference along with students and educators from around the state.

### 1. Youth Engage and AUHSD - A Shared Understanding

At Youth Engage, we believe in the talent, skills, creativity, and power of young people. We are excited to support your work at this pivot point in the evolution of American schooling as it seeks to modernize and better serve the demands of our 21st Century economy and world. The K12 AI Deeper Learning Summit will positively impact students, teachers, schools, and communities.

For too long, most American schools have been stuck in 20th-century models of instruction, career preparedness, and youth civic development. After a decade of leading innovation and improvement in Anaheim Union School District, Supt. Michael Matsuda and his talented staff want to support AUHSD educators and educators from other districts and communities around the country learn more about how AI will transform education and begin to implement best practices around deepening student learning using AI tools.

Over the past couple of years, Brian Brady of Youth Engage has supported Supt. Matsuda and his team on a number of projects including but not limited to the development of AUHSD Learning Labs, the facilitation of district strategic planning meetings, the scaling of AUHSD Capstone program, the securing of grants from the CZI and Stuart Foundations to improve teaching and learning, and the development of the AUHSD White Paper detailing its innovative CPSF strategy.

### 2. About Youth Engage

Brian Brady, President, Youth Engage.

Brian Brady has 30 years of experience working in nonprofit leadership, youth civic engagement, and youth development. His expertise is in nonprofits, schools, and how to help cities and communities improve their youth engagement models. Brian has deep-rooted program development experience in Chicago and successfully scaled the Mikva Challenge program model to over twenty cities. Brian also coined the term "Action Civics" and helped build an advocacy coalition and campaign to bring Action Civics instruction and programs to two dozen states around the country. In addition, Brian has secured multimillion dollar grants from the Bezos Family Foundation, the Gates Foundation, the Ford Foundation, and Facebook to drive national scaling strategies.

### 3. Youth Engage Core Values:

- 1. Transformative youth engagement is an equity-centered strategy built on respect for young people's lived experiences, the catalytic power of student voice, and the importance of community-centered learning.
- 2. Every young person deserves to be an empowered community member who knows how to effectively use their voice to engage with issues, people, and organizations and make

- positive change.
- 3. Every young person should have abundant opportunities to prepare for life alter high school, develop 21st-century skills that help accelerate their academic and career development, and have ample, hands-on learning experiences in our democratic processes.
- 4. Culture is the most important asset of a healthy organization. Respectful and transparent systems and communication processes between all stakeholders are the key to success along with clearly identified mission, values, and goals.

### 4. Why Youth Engage?

Schools and communities need to find powerful yet cost-effective strategies to drive improvement. Fostering youth voice and development, 21st Century skill-building, and civic engagement is precisely that -a high impact and low-cost intervention. Research shows that harnessing the power of youth voice, 21st Century skills, and civic engagement will improve schools and communities in multiple areas including:

- Community Engagement
- Equity and Inclusion
- Student Engagement & Achievement
- School Culture and Safety
- College & Workforce Readiness

### **ANAHEIM UNION HIGH SCHOOL DISTRICT**

### INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 11th day of August, 2023, between the Anaheim Union High School District ("District") and Vital Link ("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 11, 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
  - \_\_\_\_\_ Insurance Certificate(s) and Endorsements (Section 10)
  - Criminal Background Investigation Certification(s) (Section 16)
  - <u>X</u> W-9 Form
- 4. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of not to exceed Seventy-five Thousand Dollars (\$75,000) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

- 5. Independent Contractor. Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.
- **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.
- compliance With Laws, Rules, and Regulations. Contractor shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
- **12. Permits/Licenses**. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- **13. Safety and Security**. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- **14. Employment With Another Public Agency**. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
- **15. Anti-Discrimination**. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
- 16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes No Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been

convicted of a felony, as defined in Education Code section 45122.1.

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

#### **District**

Anaheim Union High School District

Attn: Jaron Fried, Ed.D Copy: Scott Reindl 501 N. Crescent Way Anaheim, CA 92801 Phone:714-728-9736

Email: fried\_j@auhsd.us

#### **Contractor**

Vital Link Attn: April Barnes 15401 Red Hill Ave., #F Tustin, CA 92780 Phone: 949-892-5460 Email: april@vitallink.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.

- **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:     | Vital Link               |
|--|--------------------------|
| Ву:  | Date: 7/20/23            |
| Print Name: Dr. Jaron Fried                  | By: And M.B.             |
| Title: Assista <u>nt Superintendent, Ed.</u> | Print Name: April Barnes |
| Division                                     | Title: President         |



## Memorandum of Understanding 2023-2024 Support Services

#### **Career Exploration**

#### **Career Exploration Exhibits**

Vital Link Career Exploration Exhibits provide hands-on experience while exploring STEAM-based technology and related careers. The career exhibits allow students to complete an activity to better understand the different career paths. The Vital Link team will provide 5 types of exhibits for students to learn about, along with CTE/ROP representatives to help them learn about the high school pathways. List of exhibits to pick from:

- Automotive
- Drones
- 3D printing/Robotics
- Optics
- Green Energy

Participant Count: up to 500 per event

Cost: \$4,000 per event

Cost for additional exhibits: \$500

- CPR
- Human Anatomy
- Construction
- Medical Devices
- Digital Photography/DMA

#### **College & Career Fairs**

Vital Link Provides College & Career Fairs for students, parents, and educators. The event will bring over 20-30 college and industry exhibitors along with the opportunity to add 1-3 panels to help prepare all students for the next steps towards their career paths. Students can explore different colleges, network with industry, and ask questions from professionals during the panels. Vital Link will work with your school or district to finalize the location, equipment, layout, and registration for all attendees.

#### Vital Link Responsibilities include:

- Recruit colleges and industry s exhibitors
- Recruit CTE exhibitors from Orange County community colleges
- Outreach to panelist (If applicable)
- Create marketing material for outreach.
- Manage registration for all attendees.
- Manage the layout of the OC Fair for all exhibitor.
- Provide AV set up for all announcements.
- Provide all rental equipment for exhibitors including (tables, chairs, dividers, pipe and drape)

Participant Count: up to 5,000-7,000

Cost: \$31,900



#### **Worksite Visit**

#### **One Day Industry Site Tours**

The field trips are on a program-by-program basis. Vital Link produces Career Exploration opportunities by working with industry partners to develop and deliver field trip opportunities for high school or middle school students.

Lunch will be provided for all students and chaperones

Participant Count: 30 per event

Cost: \$3,000 per event (transportation may be added for additional cost

#### **One Day College Site Tours**

The field trips are on a program-by-program basis within different colleges. Vital Link produces Career Exploration opportunities by working with community colleges to develop and deliver field trip opportunities within the different pathways allowing students to get familiar with the college opportunities available to them.

Lunch will be provided for all students and chaperones

Participant Count: up to 90 per event

Cost: \$3,500 per event (transportation may be added for additional cost)

#### **One Day Pathway Exploration Days**

The field trips are on a program-by-program basis. Vital Link produces Career Exploration opportunities for students at a college site allowing them to complete an activity within a department, learn about different certificates and degrees and then depart from the college to go into an industry site within the same sector to understand the career opportunities within the sector.

Lunch and snacks will be provided for all students and chaperones

Participant Count: up to 30 per event

Cost: \$3,200 per event (transportation may be added for additional cost)

#### **Professional Development**

#### **SunPower Solar Academy**

Vital Link will provide one-week experience for up to 40 students at the Solar Academy. This program is open to rising 9<sup>th</sup> graders- 12<sup>th</sup> graders. The students will experience the real world of solar engineering and design. Forming teams, the students create a solar design for a residential property and prepare presentations demonstrating their skills in solar design and financial calculations of the return on investment. There will be a field trip and a graduation event at the end of the week. Lunch, snacks, and transportation for field trip included.

#### Vital Link Responsibilities:

- Organize a facility for the week of the academy and graduation day presentations.
- Bring in speakers for students.
- Organize a field trip to a college for students to learn about college opportunities.
- Create all marketing material.
- Work with Districts to register the students.



- Provide curriculum and lead all sessions.
- □ Provide a VL team member every day of the academy for support.

Participant Count: up to 40 per event

Cost: \$29,000

#### Middle School Drone Academy

Vital Link will provide a week-long experience for up to 20 students at the Drone Academy with the community colleges. Offering students an in-depth view into the world of remote aircraft! In this academy students will learn the history, parts, and careers of drones as well fly them through a myriad of obstacle courses and fun exercises. Students will also be able to listen to speakers and industry leaders in the drone community and much more! In this academy students will learn the basic mechanics of flying, safety protocols, and everything in between as they learn and expand their knowledge of drones!

#### Vital Link Responsibilities:

- □ Organize a facility for the week of the academy and graduation day presentations.
- ■□ Bring in speakers for students.
- ☐ Organize a field trip to a college for students to learn about college opportunities.
- □ Create all marketing material.
- ☐ Work with Districts to register the students.
- Provide curriculum and lead all sessions.
- Provide a VL team member every day of the academy for support.

Participant Count: up to 25 per event

Cost: \$18,000

#### N.E.X.T. Academy

Vital Link will provide a one-week experience for students. During this week, high school students embark on career exploration journey to <u>N</u>avigate, <u>E</u>xplore, e<u>X</u>perience & <u>T</u>ransition through different industry sectors to find the best fit for their future selves. This academy consists of various field trips, speakers, workshops, and group activities to help students identify their strengths while creating an education plan and identifying potential career options. Participants will build a network of 15-30 industry professionals and create their plan for their future career.

Lunch, snacks, and transportation for field trip included.

Participant Count: up to 40 per event

#### Vital Link Responsibilities:

- Organize a facility for the week of the academy and graduation day presentations.
- Bring in speakers for students.
- Organize a field trip to a college for students to learn about college opportunities.
- □ Create all marketing material.
- ☐ Work with Districts to register the students.



- Provide curriculum and lead all sessions.
- Provide a VL team member every day of the academy for support.

Cost: \$29,000

#### **Skill Development Workshops**

Vital Link will provide workshop sessions for students to build employability skills. Sessions can be held in-person or online led by Vital Link and professionals. Participants will work on 21st-century skills and discuss how these skills can become the crucial step for how they can have a successful career. Workshops can be individual or in a series of 6 workshops with industry participants.

List of workshops to pick from:

- Communication
- Entrepreneurial Mindset
- Networking
- Professionalism
- Resume Building & Interviewing
- Problem Solving

- Financial Literacy
- Time Management
- Career Planning
- Leadership
- Adaptability & Teamwork

Participant Count: up to 30 per session

1 Workshop Cost: \$1,200

6 Workshop Series Cost: \$7,000

#### **Workshops with Mentors**

Vital Link will provide workshop sessions for students to build employability skills. Students will work on building employability skills along with 10 industry professionals. Through the workshops, industry professionals can give advice to students and help them learn how to bring the skills into the careers they are preparing to enter. List of workshops to pick from:

- Communication
- Entrepreneurial Mindset
- Networking
- Professionalism
- Resume Building & Interviewing
- Problem Solving

- Financial Literacy
- Time Management
- Career Planning
- Leadership
- Adaptability & Teamwork

Participant Count: up to 30 students per workshop that will be paired with 10 mentors 6 Workshop Series with industry participants

Cost: \$9,500

#### **Educator Externships**

Vital Link will organize an educator externship day for high school partners. Educators can attend the training with industry professionals to learn about the newest trends or tools in the workforce. Participants have the opportunity to learn about the new tools, and discuss how they can bring the



training into their classrooms

Participant Count: varies depending on location

Cost: \$400/educator.

#### **Panel Sessions**

Vital Link will organize a panel session with 3-5 industry representatives for educators. Vital Link will bring professionals together on a panel to discuss critical questions gathered from attendees. Sessions are designed to help educators better understand the trends of the workplace, ask questions about the curriculum they have developed and how they can ensure the students have a better understanding of the careers in their future. Sessions can take place online or in person.

Participant Count: varies depending on location

Cost: \$2,000

#### **Student Leadership Summit**

Vital Link will provide a daylong conference for students to attend. This conference focuses on the vital skills for students to develop while exploring different career paths. Students have the opportunity to network with industry representatives that are exhibiting the different career opportunities, listen to guest keynote speakers, attend Q&A with college and industry speakers. Participate in skill development workshops, and mentor round tables.

Breakfast and Lunch will be provided for all attendees.

Participant Count: varies per district

Cost: \$50 per student

#### **Student Competitions**

#### **Energy Invitational Competition Competitions**

Students design, build, and energy-efficient vehicles to determine how far and how fast the vehicles can drive while remaining the most efficient. This program is for high school students. All participants will practice technical and 21st-century skills through the work of their teams and can network with industry judges.

Participant Count: 5-10 students per team Cost: \$2,000 per registration for 1st team

\$500 - 2<sup>nd</sup> team registration

#### **Culinary Competition**

High school and college students can showcase their creative appetizers and desserts. High school and college students can compete against each other to submit a menu of options and then showcase their dishes to industry and college representatives to compete for the top prize.

Participant Count: 2-5 students per team

Cost: \$350 per team registration

Total Cost of MOU: \$XXX

Due Upon Signing: \$XXX



# CTEoc Agreement Proposed Services & Activities 2023-2024 Academic Year

Vital Link will provide Career Technical Education partnerships and resources as required by grants with AUHSD. Programs within this partnership will include:

#### **Regional Advisory Boards:**

Vial Link will host in-person or hybrid meetings, with industry and colleges panelist to discuss the latest trends of the field, opportunity for students and faculty and review curriculum from districts. Vital Link will organize the meeting location and associated equipment needed, recording meetings, and creating minutes and providing all necessary meeting materials. Vital Link will provide all videos, bios, presentations, minutes, and transcripts on the CTEoc portal on the Vital Link website.

- Advisory Sectors Include:
  - Health & Biotechnology
  - Engineering Design/Advanced Manufacturing/Construction/Utilities
  - Business/Marketing/Accounting
  - Advanced Automotive/Supply Chain Management
  - Digital Media Arts
  - Culinary Arts/Food Services & Hospitality
  - Information Communication Technology
- Industry & Educator Luncheon
  - Vital Link will be hosting luncheon in May 2024
  - During the event industry representatives from the Advisory Boards and educators to meet and discuss the updates in the district per the advisory board discussions
  - Districts can submit their questions for the agenda or curriculum to Vital Link by January 2024

#### **CTEoc Monthly Leadership Meeting**

- Vital Link and two cochairs from the region will organize the monthly meetings for the region.
- Meetings will be held in-person or hybrid. Each meeting will be hosted by a different partner in the region to showcase their programs and achievements.
- Meetings include but not limited to: planning of the year's activities, sharing best practices and support in collaborative grants; identifying regional issues to develop solutions or initiatives to support; on-going programs in the broader CTEoc community; updates from K12 districts, Community Colleges, ROPs, and Regional Directors; brainstorming ideas for collaboration and addressing needs of students.



#### **CTEoc Professional Development Workshops**

 Districts can request a Professional Development session let by college or industry for up to 15 CTE educators from their district.



### **JOINT POWERS AGREEMENT**

In consideration of the mutual covenants hereinafter set forth, that certain JOINT POWERS AGREEMENT entered into by and between the ANAHEIM UNION HIGH SCHOOL DISTRICT, the BREA OLINDA UNIFIED SCHOOL DISTRICT, the FULLERTON JOINT UNION HIGH SCHOOL DISTRICT, the PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT and the LOS ALAMITOS UNIFIED SCHOOL DISTRICT to establish a Regional Occupational Program in the North Orange County Region comprising the same geographic area as said school districts hereby their JOINT POWERS AGREEMENT effective July 1, 2023, as follows:

#### WITNESSETH:

WHEREAS, it is to the mutual benefit of the school districts participating herein and in the best interest of the public for said participating school districts to establish a Joint Powers Agreement to accomplish the purpose hereinafter set forth; and

WHEREAS, due to the results of the survey specified in the Section 52302 of the Education Code of California, the school districts participating herein have determined that there is a need to broaden career technical education in said North Orange County Region and for a Regional Occupational Program and instructional facilities to be made available therein; and

WHEREAS, the development, organization, and implementation of such a program is of such magnitude that it is necessary for the participating school districts to join together in this Joint Powers Agreement in order to accomplish the purpose hereinafter set forth; and

WHEREAS, the school districts participating in this Joint Powers Agreement are legally authorized under Sections 52300 et seq. of the Education Code of California to perform the functions relative to career technical education hereinafter set forth; and

WHEREAS, in enacting said statutes the California Legislature recognized that career technical education programs might achieve great flexibility of planning, scope, and operation by the conduct of such programs in a variety of physical facilities at various training locations; and

WHEREAS, it was the further intent of the California Legislature that Regional Occupational Programs provide career technical education instruction related to the attainment of skills so that trainees are prepared for gainful employment in the area for which training was provided, or are upgraded, so they have the higher level skills required because of new and changing technologies

or so they are prepared for enrollment in more advanced training programs;

NOW, THEREFORE, the parties mutually agree as follows:

1. <u>EFFECT AND TERM OF AGREEMENT</u>: This Joint Powers Agreement shall become effective and binding upon the five participating school districts. All previous agreements between the parties shall be canceled and superseded by this Joint Powers Agreement upon execution hereof by the duly authorized representatives of each of said school districts and approval hereof by the Orange County Superintendent of Schools and the State Board of Education. This Agreement shall continue in effect until terminated as hereinafter provided.

Additional school districts may enter into this Agreement as participants subject to approval and conditions agreed upon by the requesting school district, the participating school districts, and approved by the Orange County Superintendent of Schools, and the State Board of Education.

- 2. <u>ESTABLISHMENT AND NAME OF PROGRAM</u>: A separate joint powers entity is hereby established and is named and shall hereafter be known as the NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM, herein referred to as the "PROGRAM."
- PURPOSE OF PROGRAM: The purpose of the PROGRAM, acting under the governance
  of its Board of Trustees, shall be to determine the career technical education needs of the
  participating school districts and to develop and maintain a Regional Occupational Program
  to serve those needs.
- 4. <u>BOARD OF TRUSTEES</u>: The PROGRAM conducted under this Agreement shall be governed by a Board of Trustees, hereinafter referred to as the "Board." The Board shall consist of seven members, including one duly designated representative of each of the unified school districts participating in the Agreement and two duly designated representatives of each of the union high school districts participating in this Agreement. The Board shall be responsible to the participating school districts for program development, policy formulation, and program implementation to meet the career technical education needs of said school districts.
  - (a) Officers of the Board: The Board, at its initial and subsequent organizational meetings, shall elect from its membership a President and a Vice President/Clerk who shall serve for concurrent terms of one year or until the election of their successors. The Superintendent of the PROGRAM shall be the Secretary of the Board.
- (b) <u>Term of Office</u>: Each member of the Board shall serve for a term of four years, except as hereinafter provided. A member of the Board may be appointed to serve successive terms.

The terms of office of members of the Board shall be staggered. The three-four year terms which commenced on April 1, 1975, shall have successive four-year terms commencing in December 1979. The three two-year terms which commenced on April 1, 1975, shall have subsequent four-year terms expiring in December 1981, with successive four-year terms thereafter.

The first term of office of the member of the Board from the LOS ALAMITOS UNIFIED SCHOOL DISTRICT shall commence on July 1, 1980, and expire in December 1983, with successive four-year terms thereafter.

Interim vacancies on the Board shall be filled by the appropriate school district for the balance of the unexpired terms. In the event, legislation is enacted changing the month of the year during which school districts shall hold their annual organizational meetings, the terms of office of all members of the Board shall be extended to the newly-designated month of the following year.

- (c) <u>Statement of Facts</u>: As provided in Section 53051 of the Government Code of California from time-to-time the Board shall file a required Statement of Facts with the Secretary of State and with the Orange County Clerk.
- (d) Meetings: An organizational meeting of the Board will be held each year during the same month as the annual organizational meetings of the participating school districts, but subsequent thereto. At the organizational meeting, the Board shall adopt a calendar of its regular meetings for the ensuing year. The hour, time and place of such regular meetings shall be fixed by the Board.

The Board shall hold special meetings when deemed necessary.

All meetings of the Board shall be called, held, and conducted in accordance with the terms and provisions of, The Ralph M. Brown Act, Chapter 9 (Sections 54950 et seq.) of the Government Code of California, as amended, or in such manner not inconsistent therewith as may be determined by the Board from time-to-time.

Except as otherwise provided or permitted by law, all meetings of the Board shall be open and public. The Board shall cause minutes of its public meetings to be kept and shall promptly transmit to the governing board of each of the participating school districts true and correct copies of the minutes of such meetings.

- (e) Quorum: Four or more members of the Board shall constitute a quorum for the conduct or transaction of business of the Board.
- (f) No action of the Board shall be valid unless a majority of the Board members constituting all of the membership of the governing board concur therein by their votes.
- (g) <u>Alternates</u>: Each of the five participating school districts shall designate an alternate representative of the district for each regular representative who is duly designated by it to serve as a member of the Board. Such designation shall be filed in writing in the office of the Secretary of the Board. If any such regular representative is absent from any meeting or meetings of the Board, the designated alternate for such absent representative may attend such meeting or meetings and during same shall have the same rights, duties and privileges as the absent representative of such district would have if present, except that such alternate

shall not then succeed to any office on the Board, which such absent representative then holds.

#### 5. SUPERINTENDENT

- (a) Responsibilities: The Superintendent of the PROGRAM shall be employed by the Board and shall be responsible to the Board for the development and operation of the PROGRAM in accordance with Board policies and all applicable laws, rules, and regulations.
- (b) The Superintendent will be responsible for adhering to the Professional Governance Standards as delineated in Board Policy 2412 (a).
- 6. <u>POWERS OF THE PROGRAM</u>: Subject to the restrictions set forth in this Agreement or otherwise imposed by the participating school districts or by law, the PROGRAM shall have the following powers: To make and enter contracts, to employ agents and employees, to acquire, construct, manage, maintain, use, and operate any building, works or improvement, and to acquire, hold, lease or dispose of real and personal property.
- 7. <u>OPERATION OF SPECIFIC PROGRAMS</u>: The Board shall adopt specific programs to carry out the functions set forth in Sections 52300 et seq. of the Education Code of California as amended from time to time.

As provided in Section 52305 of the Education Code of California, specific programs may be established pursuant to Section 52301 of said code to provide day, including Saturday and Sunday, and evening full-time and part-time career technical education programs for minors and adults, the year around. Career technical training programs may include the establishment and operation of a sheltered workshop. The PROGRAM may also establish and operate such business, commercial, trade, manufacturing, or construction activities as will best serve the aims and purposes of career technical education. Such activities may include the sale of products or services to private or public corporations or companies, or to the general public.

The PROGRAM may establish and operate, fee-based, career technical education programs to adult students and other out of district high school students.

- 8. <u>PUPIL TRANSPORTATION</u>: The Board may provide transportation for pupils assigned to or enrolled in the PROGRAM.
- 9. <u>FISCAL DUTIES AND RESPONSIBILITIES</u>: The Orange County Department of Education is designated as the depositary and custodian of all monies of the PROGRAM.

Any and all expenditures of such money shall be authorized by the Board.

The Board shall exercise authority to incur obligations in excess of the funds which are appropriated annually for use by the PROGRAM in accordance with AB 1200.

The Board shall make an annual fiscal report to each participating school district, accounting for all PROGRAM receipts and disbursements. Such report shall be made within 100 days after the end of each fiscal year.

- (a) <u>Budget</u>: The Board shall adopt a budget for each fiscal year which is prepared in accordance with the applicable provision of the Education Code of California. The proposed budget shall be prepared under the direction of the Superintendent of the PROGRAM in cooperation with the participating school districts. Such budget shall reflect the career technical education needs of the participating school districts as determined by the Board.
- (b) Operating Funds from Participating School Districts: The PROGRAM (in an agreement as determined by Appendix A), shall receive annual operating funds from each of the participating districts class periods offered zero through seventh periods at the participating school district school site.

Beginning in the 2019-2020 school year, any funded COLA increase applied to the district's base grant shall also be applied to the PROGRAM'S section costs or such greater agreement as all of the participating school districts may agree to provide for the operation of the PROGRAM from time to time.

In the event of any major funding changes (including deficits, deferrals, or funding reductions) the parties agree to meet and review the impact to the JPA and to the districts to determine if changes to the agreement should be made.

Notification of class section reductions shall be made and provided in writing to the PROGRAM by February 15, preceding the fiscal year the reductions will be implemented. All districts will be notified of changes to the section count of each district by March 15.

- (c) <u>Audit</u>: The Board shall require the books and accounts of the PROGRAM to be audited at least annually in the manner provided bylaw.
- (d) <u>Access to Student Information:</u> The Board permits the release of personally identifiable student information between each participating district and the PROGRAM (in accordance with Appendix B).
- (e) Employee Bonding: The Board may require each employee of the PROGRAM, whose duty it is to handle funds of the PROGRAM, to be bonded under a suitable bond indemnifying the PROGRAM against loss. Such bond may be a name schedule bond, schedule position bond, or blanket bond, and shall be in such amount and type as the Board shall consider necessary and desirable. The Board shall pay from the funds of the PROGRAM the cost of the premium necessary to provide the bond.
- (f) Other Funding: The Board shall have the authority to contract for funds for the PROGRAM to be used in any manner consistent with the purposes and provisions of this Agreement. As provided by law, the Board shall have the power and authority to receive, accept and utilize all funds and property, whether from private or public agencies.
- (g) <u>Contributions</u>: The Board shall have the authority to accept and utilize personal services offered by individuals, organizations or agencies, including any participating school district, and to accept and utilize property, real, personal or mixed, offered by any individuals, organizations, or agencies, including any participating school district. Such authority shall be exercised in a manner which is consistent with law and the purposes and provisions of

this Agreement.

10. <u>LIABILITY INSURANCE</u>: The PROGRAM shall provide necessary insurance to provide coverage in accordance with State law in regards to liability. Notwithstanding the provisions of Education Code section 51769, it shall be the responsibility of the PROGRAM, rather than the Districts, to provide Workers' Compensation insurance coverage to students who are receiving community classroom and internship training through the PROGRAM.

The Districts shall, at their own expense, carry sufficient insurance to ensure against liabilities, errors, and omissions arising out of its performance. The Districts shall, at its own expense, obtain and maintain in force during the term of this Agreement the following insurance: (1) a policy of comprehensive single-limit general liability insurance, insuring the District and the other Participating Districts against claims and liabilities arising out of District's performance of this Agreement, (2) a policy of automobile insurance covering any owned, non-owned, leased, or hired automotive equipment used by the District or its employees in connection with District's performance of this Agreement, (3) a policy of public officials errors and omissions insurance, and (4) a policy of pollution liability insurance. The minimum coverage for all insurance shall be not less than three million dollars (\$3,000,000) Combined Single Limit and at least as broad as the Insurance Service Office (ISO) Forms (CG 00 01 and CA 00 01) for bodily injury, death and property damage as a result of any one occurrence and a three million dollars (\$3,000,000) general aggregate policy (to be adjusted upward as deemed appropriate). That insurance shall name Participating Districts, their employees, trustees, and agents, as additional insureds. The District shall provide a certificate of insurance, including an endorsement that names all of the Participating Districts as additional insureds, to each Participating District, upon execution of this Agreement and upon request of any of the Participating Districts during the term of this Agreement, evidencing this coverage in a form satisfactory to the Participating Districts. Liability insurance shall continue throughout the term of this Agreement.

The District shall ensure that appropriate and adequate Workers' Compensation insurance covering all persons employed by the District or engaged in the performance of this Agreement is in effect at all times during the term of this Agreement, and shall comply with all provisions of law applicable to District with respect to obtaining and maintaining Workers' Compensation insurance. Prior to the commencement and any renewal of this Agreement, or of any Workers' Compensation insurance policy, and upon the request of any of the Participating Districts, District shall provide the Participating Districts, as evidence of this required coverage, a certificate of insurance in a form satisfactory to the Participating Districts, providing that coverage shall not be canceled or reduced without thirty (30) days prior written notice to the Participating Districts.

The District shall provide endorsements requiring each insurer to provide each of the Participating Districts thirty days prior written, a notice of cancellation, alteration or reduction in coverage. All insurance of the District shall be primary, and any insurance policy or self-insurance procured by the Participating Districts be secondary. All District insurance policies shall contain a cross liability endorsement. The Participating Districts shall have the right to reassess and increase the policy limits for all insurance every three years. All SIRs and/or deductibles shall be disclosed to all Participating Districts. All insurance shall be with carriers approved by the Participating Districts. At least thirty (30) days prior to the expiration of each insurance certificate, and every subsequent certificate, District shall deliver to the Participating Districts a new certificate of insurance consistent with all of the terms and conditions required in

connection with the original certificate of insurance as described in this Liability and Indemnity Section.

11. <u>HOLD HARMLESS</u>: The PROGRAM shall defend, indemnify, save and hold harmless the districts, its officers, directors, and employees from and against all obligations, claims or liabilities of any kind, including costs and attorneys' fees that may arise out of any negligent or intentional acts or omissions of any agent or employee of the PROGRAM. This shall include any acts of sexual abuse alleged against any agent or employee of the PROGRAM.

Each member district shall defend, indemnify, save, and hold harmless the PROGRAM, its officers, directors, and employees from and against all obligations, claims or liabilities of any kind, including costs and attorneys' fees that may arise out of any negligent or intentional acts or omissions of any agent or employee of the district. This shall include any acts of sexual abuse alleged against any agent or employee of the district.

12. <u>WITHDRAWAL OF PARTICIPATING SCHOOL DISTRICT</u>: Upon written notice (of not less than one year) given to all other participating school districts prior to the close of any fiscal year, any participating school district may withdraw from its status as a participant of the PROGRAM as of the end of the subsequent fiscal year in which such notice is given. A withdrawing school district will incur no liability for any obligation incurred by the PROGRAM after the date of submission of its notice of withdrawal, provided that such withdrawal is completed by the end of such fiscal year. No such notice of withdrawal may be revoked after submission without the consent of all other participating school districts.

In the event that a participating school district withdraws from this PROGRAM and desires to retain any personal property owned by the PROGRAM and located within the geographical area of the withdrawing school district, such district shall first reimburse the PROGRAM in an amount equal to the then reasonable value of such personal property as determined by the Board, subject to such offset or adjustment, if any, as shall be determined the Board to be the fair and reasonable value of the withdrawing school district's contributed share of the acquisition cost to the PROGRAM of such personal property.

A withdrawing district shall not be entitled to any reimbursement for, nor shall it retain any interest in real property to which the ROP has a title.

#### 13. DISSOLUTION OF PROGRAM:

- (a) <u>Distribution of Property</u>: In the event of the dissolution of the PROGRAM, or the complete rescission or other final termination of the Agreement by all participating school districts, any and all surplus property remaining in the PROGRAM under control of the Board following a discharge of all the obligations of the PROGRAM, shall be distributed in kind to the school districts then participating in the PROGRAM. Such surplus property shall be apportioned among such school districts on the basis of the then fair market value of such property and in proportion to the net pro rata contributions made to the PROGRAM by each such school district that is a member at the date of resolution.
- (b) Arbitration: Distribution on the foregoing basis shall be made as said school districts shall

agree, or, if they do not agree, by an arbitrator to be appointed by the Orange County Superintendent of Schools. The expenses and compensation of such arbitrator shall be shared equally by the school districts participating in the arbitration. Each such school district shall pay the expenses and compensation of any witnesses it calls.

- (c) <u>Winding Up</u>: The addition or withdrawal of one or more school districts as participants in the PROGRAM shall not cause and shall not be deemed to be a dissolution of the PROGRAM or termination of this Agreement. The power and authority of the Board shall continue until a termination of this Agreement and the winding up of the affairs of the PROGRAM.
- 14. <u>SEVERABILITY</u>: Should any portion, term, condition, or provision of this Agreement be determined by any court of the competent jurisdiction to be illegal or in conflict with any law of the State of California or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

| APPROVALS:                                    |         |                          |
|---|---------|--------------------------|
| O'tura Frie                                   | 8/11/23 | 8/10/23<br>Date of Board |
| Signature Dr. Jaron Frie<br>Approval          | d Date  | Date of Board            |
| SUPERINTENDENT OR DE<br>ANAHEIM UNION HIGH SC |         |                          |
| Signature DANA LYNCH SUPERINTENDENT           | Date    | Date of Board Approval   |

NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM

## Joint Powers Agreement – Appendix A

## North Orange County Regional Occupational Program Operating and Funding Agreement for the 2023-2024 School Year

#### **ANAHEIM UNION HIGH SCHOOL DISTRICT**

| Maximum<br>Number of<br>Sections | Projected Total<br>Number of<br>Sections <sup>1</sup> | Cost per Section <sup>2</sup> | Projected Total<br>Annual Cost for<br>District | Projected Monthly Invoice Amount for District |
|----------------------------------|---|-------------------------------|--|---|
| 256                              | 255.8   | \$30,302                      | \$7,751,252                                    | \$775,125                                     |

<sup>&</sup>lt;sup>1</sup>Projected Total Number of Sections is based on allocation from the 2022-2023 school year, unless reductions were requested in writing prior to February 15, 2023.

#### THE DISTRICT:

- Requests for additional sections must be in writing and authorized by the Superintendent or designee of the District and include budget verification by the Chief Business Officer.
- Requests for additional instructional sections should be provided in writing to the Assistant Superintendent of Educational Services, Dr. Kelly Kennedy (kkennedy@nocrop.us).
- As noted in Section 9 (b) of the JPA, notification of total class section reductions by the DISTRICT shall be made and provided in writing to the PROGRAM by February 15<sup>th</sup>, proceeding the fiscal year the reductions will be implemented.

#### THE PROGRAM:

- The PROGRAM Educational Services Division will provide a Section Count document each semester. The document will reflect the breakdown of PROGRAM sections by pathway and instructor for each campus.
- 2. The PROGRAM shall be responsible for invoicing the DISTRICT ten (10) equal monthly amounts, September through June.
- A final version of the Appendix A document will be updated by the PROGRAM and provided to the DISTRICT by May 30<sup>th</sup> of each year.

#### BOTH THE DISTRICT AND THE PROGRAM:

- A change in the type of program offered by the PROGRAM to the DISTRICT may be made at any time, with the written approval from the Educational Services Assistant Superintendents, from both the DISTRICT and the PROGRAM.
- In the case of a new instructional program, or an existing program that requires a significant upgrade financial investment, the DISTRICT and the PROGRAM will determine what additional one-time and/or ongoing funding is required.
- 3. A periodic review of the per section cost funding model by the Chief Business Officers for the JPA member DISTRICTS and the PROGRAM is recommended every three (3) years. The next scheduled review is **November 2023** or sooner.

The multi-year projection reflected in the table below is for planning purposes and includes the Funded COLA increases as projected by the School Services Dart Board for the 2023-2024 Governor's Proposed Budget.

| School Year | Projected<br>Total<br>Number of<br>Sections | COLA<br>Planning<br>Factor | Cost Per<br>Section | Total Projected<br>Annual District Cost | Monthly Projected District Invoice Amount |
|-------------|---|----------------------------|---------------------|---|---|
| 2024-2025   | 255.8                                       | 3.94%                      | \$31,496            | \$8,056,677                             | \$805,668                                 |
| 2025-2026   | 255.8                                       | 3.29%                      | \$32,532            | \$8,321,686                             | \$832,169                                 |

<sup>&</sup>lt;sup>2</sup>Cost Per Section is based upon the 2022-2023 per section cost increased by the 8.22% COLA planning factor from the School Services Dart Board; however, the actual cost will be determined by the funded COLA to the DISTRICT's base grant. Calculations are current as of May 30, 2023.

### Joint Powers Agreement – Appendix B

## North Orange County Regional Occupational Program Student Data Sharing Agreement

#### THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The Family Educational Rights Privacy Act ("FERPA") permits the release of personally identifiable student data without prior written parental consent if the release is to "organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instructions, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representative of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted." 20 USC 1232g(b)(1)(F). each party agrees to comply with FERPA in its performance of this agreement.

#### **DATA SHARING**

To accomplish the purposes stated above each participating district and the PROGRAM will share student data relative to the PROGRAM. Both parties will work jointly to determine the provisions of the data request delivery.

#### DATA REQUIREMENTS AND DELIVERY FOR EACH ACADEMIC YEAR

The participating district and the PROGRAM agree to share data with student and teacher level data elements ("Shared Data") for all students attending the participating district pertaining to Career Technical Education. Student and teacher data will be delivered using a secure server file transfer protocol (FTP) directly from both parties.

With the participating district's approval, data may be matched to other administrative data. In these instances both parties shall use a secure, mutually agreed upon means and schedule of transferring confidential information. The Center for Educational Partnerships agrees to share with mutual parties statistical and/or research findings generated by either party from the Shared Data.

#### CONFIDENTIALITY

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

Pupil record information, as defined in Education Code section 49061, subdivision (b), may be released by the College on a limited basis. The sole use of the student data will be for research and educational program evaluation for programs directly related to the improvement of both parties.

In accordance with the Education Code section 49076, subdivision (b)(5), parties shall not use pupil record information in any manner that will permit the personal identification of students by persons other than representatives of either party or others authorized by the participating district and the PROGRAM. Teacher data will have the same protections. All data will be stored in a secure area in a locked office at all sites. All data collected will remain confidential, and any reports generated from the data will be made in aggregate form to ensure that student or teacher identifiers, such as name and identification number are not disclosed to others besides representatives of either party and others authorized by the participating district and the PROGRAM. Student and teacher identifiers will be used for longitudinal data tracking and data linking only.

Both parties shall not release or disclose any student information to any outside research department, institution, school or individual not mentioned in the agreement under any circumstances, without express written approval of either party. Projects requiring the sharing of personal identifiable information will be clearly explained prior to releasing data. Both parties agree to destroy all student and teacher data when no longer needed for program evaluation purposes.

Notwithstanding, both parties grant the right to use the Shared Data for each other's lawful education and research purposes. This grant shall include, but not limited to, the use of de- identified Shared Data as part of the parties' published works in accordance to and compliant with the terms in this section. The de-identification of the Shared Data shall include the removal of the school district, PROGRAM, student, and teacher identification information.

#### **ANAHEIM UNION HIGH SCHOOL DISTRICT**

#### INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the <u>11th</u> day of <u>August</u> 20<u>23</u>, between the Anaheim Union High School District ("District") and Language Network ("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 <u>August 11, 2023</u> through August 11, 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 <u>ninety thousand dollars</u> (\$90,000) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.
- **5. Independent Contractor**. Contractor is customarily engaged in an independently

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

- **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 ♣ 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.
- 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 \( \subseteq \text{No } \( \subseteq \text{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. Renae Bryant Copy: Laura Rodriguez 501 N. Crescent Way Anaheim, CA 92801 Phone: 714-999-3568

Email: Bryant\_r@auhsd.us

#### Contractor

Language Network Jordan Evans, President 8605 Santa Monica Blvd. #65575 West Hollywood, CA 920069

Phone: 949-733-2446

Email:jordan@languagenetworkusa.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.

- **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:              | Language Network                |
|---|---------------------------------|
| 8/11/ <u>23</u>                                       | Date: 7/27/23                   |
| Ву:   | By:                             |
| Print Name: D <u>r. Jaron Fried</u>                   | Print Name: <u>Jordan Evans</u> |
| Title:As <u>sistant Superintendent, Ed. Divi</u> sion |                                 |

#### **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: Language Network will provide oral interpretation and written translation services to non-English-speaking students and their parents, to facilitate accurate communication at critical meetings or phone calls, and regarding important information relative to the student's placement, progress, health, activities, and other concerns as they occur. To support required parent involvement and communication for all languages represented in the district, it is most cost-effective to outsource translation and interpretation needs beyond the district's capacity. Additionally, ad hoc situations arise where parents must be notified in an emergency situation and district bilingual personnel are not available. The Language Network will support any site or district request of this type 24 hours-a-day. Some of these services will be performed on site and in person, or virtually, no technical support will need to be provided by the District. Written documents requiring translation will be sent by fax or email, so only routine office equipment would be required.

# AMENDMENT TO NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT COLLEGE AND CAREER ACCESS PATHWAYS A DUAL ENROLLMENT PARTNERSHIP AGREEMENT 2021-2024

As of August 01, 2023, the agreement entitled "College and Career Access Pathways Partnership Agreement (CCAP Agreement)" between Cypress College and Fullerton College ("COLLEGE"), colleges of the North Orange County Community College District (NOCCCD), and Anaheim Union High School District will be amended by adding nine courses to one educational program (ADDENDUM A).

This change is only the addition of nine courses to one educational program; the entire remainder of the original agreement remains in full force.

This amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

| Exe | cuted on August 1, 2023  |
|-----|--|
| By: | Anaheim Union High School District Dr. Jaron Fried Assistant Superintendent, Education Services  |
| Ву: | Cypress College Dr. Joanna Schilling President   |
| By: |  |
|     | North Orange County Community College District<br>Cherry Li-Bugg, Ph.D.<br>Vice Chancellor, Educational Services and Technology          |
|     | North Orange County Community College District Board Meeting: <i>July 25, 2023</i> School District Board Meeting: <i>August 10, 2023</i> |

#### **ADDENDUM A**

1. CCAPAGREEMENT PROGRAM YEAR – college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor; and employer of record.

PROGRAM YEAR: 2021-2024 COLLEGE: Cypress College

EDUCATIONAL PROGRAMS: Hotel, Restaurant, Culinary Arts (HRC)

SCHOOL DISTRICT Anaheim Union High School District

HIGH SCHOOLS: Magnolia, Oxford Academy, Kennedy, Cypress, Western, Savanna, Cambridge Virtual Academy

| TOTAL NUMBER OF STUDE        | TAL NUMBER OF STUDENTS TO BE SERVED: 100 |                          | TOTAL PROJECTED FTES: 15 |      |            |           |          |
|------------------------------|--|--------------------------|--------------------------|------|------------|-----------|----------|
| COURSE NAME                  | COURSE<br>NUMBER                         | TERM                     | TIME                     | DAYS | INSTRUCTOR | EMPLOYER  | LOCATION |
| Culinary Fundamentals        | HRC 135 C                                | Fall, Spring<br>, Summer | TBD                      | TBD  | TBD        | CC □ HS   | CC HS    |
| Baking Fundamentals          | HRC 136 C                                | Fall, Spring<br>, Summer | TBD                      | TBD  | TBD        | ■ CC □ HS | CC HS    |
| The Art of Garde Manger      | HRC 145 C                                | Fall, Spring<br>, Summer | TBD                      | TBD  | TBD        | ■ CC □ HS | CC HS    |
| Menu Planning and Purchasing | HRC 152 C                                | Fall, Spring<br>, Summer | TBD                      | TBD  | TBD        | ■ CC □ HS | CC HS    |
| Beverage Managment           | HRC 170 C                                | Fall, Spring<br>, Summer | TBD                      | TBD  | TBD        | ■ CC □ HS | CC HS    |
| Cost Control in Hospitality  | HRC 231 C                                | Fall, Spring<br>, Summer | TBD                      | TBD  | TBD        | ■CC □HS   | CC HS    |
| Culinary Fundamentals II     | HRC 235 C                                | Fall, Spring<br>, Summer | TBD                      | TBD  | TBD        | ■CC □HS   | CC HS    |

| Baking Fundamentals II | HRC 236 C | Fall, Spring<br>, Summer | TBD | TBD | TBD | ■ CC □ HS | CC HS |
|------------------------|-----------|--------------------------|-----|-----|-----|-----------|-------|
| Pastry Arts            | HRC 246 C | Fall, Spring<br>, Summer | TBD | TBD | TBD | ■ CC □ HS | CC HS |

**Required:** Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1):

The courses have been offered previously to college bound high school students to support a successful transition into college level coursework and improve matriculation.

2. BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

#### **CYPRESS COLLEGE:**

| COURSE NAME             | TEXT  | COST  | OTHER<br>INSTRUCTIONAL<br>ITEMS | COST |
|-------------------------|---|-------|---------------------------------|------|
| Culinary Fundamentals I | The Professional Chef 9TH ED – WILEY Publishing / Culinary Institute of America | \$167 | Lab fee                         | \$95 |
| Baking Fundamentals I   | Professional Baking - 8 <sup>th</sup> edition – Gisslen                         | \$126 | Lab fee                         | \$95 |
| Baking Fundamentals I   | Pastry Chef's Companion - Rinsky  | \$20  |                                 |      |
| Baking Fundamentals II  | Professional Baking - 8 <sup>th</sup> edition - Gisslen                         | \$126 | Lab fee                         | \$95 |
| Baking Fundamentals II  | Pastry Chef's Companion - Rinsky  | \$20  |                                 |      |
| Baking Fundamentals II  | Bread - 3 <sup>rd</sup> edition - Hamelman                                      | \$62  |                                 |      |

| The Art of Garde Manger      | Garde Manger: The Art and Craft of the Cold Kitchen, 4th ed, Culinary Institute of America, John Wiley & Sons, Incorporated | \$75  | Lab fee | \$120 |
|------------------------------|---|-------|---------|-------|
| Culinary Fundamentals II     | The Professional Chef 9TH ED – WILEY Publishing / Culinary Institute of America   | \$167 | Lab fee | \$120 |
| Pastry Arts                  | Baking & Pastry - 3rd edition – CIA (* Will change in Fall 2023 to Professional Baking - 8 <sup>th</sup> edition*)          | \$75  | Lab fee | \$120 |
| Pastry Arts                  | Pastry Chef's Companion - Rinsky  | \$20  |         |       |
| Pastry Arts                  | Bouchon Bakery - Thomas Keller  | \$50  |         |       |
| Menu Planning and Purchasing | Foundations of Menu Planning 2 <sup>nd</sup> Ed. (Pearson)  | \$127 | N/A     | N/A   |
| Menu Planning and Purchasing | Purchasing 2 <sup>nd</sup> ed. National Restaurant Association (Pearson)  | \$78  |         |       |
| Beverage Management          | Bar & Beverage Management textbook National Restaurant<br>Association (Pearson)   | N/A   | Lab fee | \$50  |
| Beverage Management          | ServSafe Alcohol California Online Course and Exam  | N/A   |         |       |
| Cost Control in Hospitality  | Food and Beverage Cost Control, 7 <sup>th</sup> edition, Lea R. Dopson; David K. Hayes, Print                               | \$113 | N/A     | N/A   |

# AMENDMENT TO NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT COLLEGE AND CAREER ACCESS PATHWAYS A DUAL ENROLLMENT PARTNERSHIP AGREEMENT 2021-2024

As of July 26, 2023, the agreement entitled "College and Career Access Pathways Partnership Agreement (CCAP Agreement)" between Fullerton College ("COLLEGE") a college of the North Orange County Community College District, (NOCCCD) and Anaheim Union High School District ("SCHOOL DISTRICT") will be amended by adding three courses to already existing educational programs (ADDENDUM A).

This change is only the addition of three courses to already existing educational programs; the entire remainder of the original agreement remains in full force.

This Amendment may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on July 26, 2023

| Anaheim Union High School District  Jaron Fried  Assistant Superintendent, Education Services  By:  Fullerton Colleg  José Ramón Núi  Vice President, I | ñez         |
|---|-------------|
| Assistant Superintendent, Education Services Vice President,  |             |
|   | Instruction |
| By:   |             |
| North Orange County Community College District<br>Cherry Li-Bugg<br>Vice Chancellor, Educational Services and Technology                                |             |

#### ADDENDUM A

1. CCAPAGREEMENT PROGRAM YEAR – college has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor; and employer of record.

PROGRAM YEAR: 2021-2024 COLLEGE: Fullerton College

EDUCATIONAL PROGRAMS: Counseling, Horticulture

SCHOOL DISTRICT: Anaheim Union High School District

HIGH SCHOOLS: Anaheim HS, Katella HS, Gilbert HS, Loara HS, Magnolia HS

| COURSE NAME                          | COURSE<br>NUMBER | TERM          | TIME | DAYS | INSTRUCTOR | EMPLOYER  | LOCATION  |
|--------------------------------------|------------------|---------------|------|------|------------|-----------|-----------|
| 1. ☐ Orientation for College Success | COUN 100 F       | Fall & Spring | TBD  | TBD  | TBD        | ⊠ CC □ HS | □ CC ⊠ HS |
| 2. ☐ The College Experience          | COUN 101 F       | Fall & Spring | TBD  | TBD  | TBD        | ⊠ CC □ HS | □ CC ⊠ HS |
| 3. ☐ Principles of Horticulture II   | HORT 002 F       | Fall & Spring | TBD  | TBD  | TBD        | ⊠ CC □ HS | □ CC ⊠ HS |

**Required:** Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(1):

The courses have been offered previously to college bound high school students to support a successful transition into college level coursework and improve matriculation.

2. BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

| COURSE NAME | TEXT | COST | OTHER INSTRUCTIONAL | COST |
|-------------|------|------|---------------------|------|
|             |      |      | MATERIALS           |      |

| 1. ☐ Orientation for College Success | TBD | TBD | TBD |
|--------------------------------------|-----|-----|-----|
| 2. ☐ The College Experience          | TBD | TBD | TBD |
| 3.□ Principles of Horticulture II    | TBD | TBD | TBD |



# CONTRACT / AGREEMENT ROUTING FORM NO STUDENT CONTACT

| SCCOE Staff Contacts  Questions about this agreement should be sent to:                                       |   |           | Agreement Originator (Admin) | Title  | Extension                                      |           |
|---|---|-----------|------------------------------|--|--|-----------|
|   |   | to:       | Alexander Klein              | Admin Data Tech                              | 4291   |           |
| Division:   | PLEP  |           |                              | Name of Responsible Administrator            | Title  | Extension |
| Department:   | YOUTH HEAL  | TH AND WE | LLNESS                       | KARESSA PAULINO                              | DIRECTOR                                       | 8665      |
|   |   |           | Contra                       | act/Agreement Inform                         | ation  |           |
| Contract/Ag   | greement Type   |           | Profes                       | sional Services Agreement<br>uction / Design | Amendment to RM#_2 Lease Agreement: New Renewa |           |
| Contractor'   | s Name  |           | Anahe                        | eim Union High S                             | School District                                |           |
| Service Typ   | e / Brief Descrip                                     | ption     | Pilot Scl                    | nool Health Demonstra                        | tion Project                                   |           |
|   |   |           | C                            | Compensation & Terms                         |  |           |
| *Start Date   |   | 01/01/202 | 23                           | End Date                                     | 01/01/2025                                     | REVENUE   |
| Original Agr  | reement Amour   | s 200,    | ,000.00                      | Revised Agree                                | ment Amount  uding Amendments  \$ 190,00       | 00.00     |
|   |   |           |                              | Directions                                   |  |           |
| 1. Check applicable category to verify compliance with AR 3310. Attach Purchasing Verification.    RFP / Bid# |   |           |                              |  |  |           |
| 8. 🗸  | . 🔽 Return to IBS – Contract Analyst to obtain an RM# |           |                              |  |  |           |



# AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU)

This amendment between the Santa Clara County Office of Education (hereinafter referred to as the SCCOE)

| and Ana                      | neim Union High S     | chool District   |   | (he      | reinafter referred to a  | is the Agency),                         |
|------------------------------|-----------------------|--|---|----------|--|---|
| changes SCCOE RM#:23-25-1056 |                       |  |   |          |  |   |
| The SCCOE                    | and Agency desire to  | to the terms of the under<br>amend the MOU as spec<br>adified by this Amendmen | ifically set forth                            | below.   | All the terms and cond   |   |
| Scope of V                   | ork/Duties are he     | reby AMENDED as follo  | ows:  |          |  |   |
|                              |                       | om \$200,000 to \$190<br>grees to compensate                                   |   |          |  | ain \$10,000 for                        |
| There are                    | no other changes      | s to the scope of worl   | ζ.  |          |  |   |
|                              |                       |  |   |          |  |   |
|                              |                       |  |   |          |  |   |
|                              |                       |  |   |          |  |   |
| Original M                   | OU Start Date:        | 01/01/2023   | AMENDED/Re                                    | vised St | art Date:  | *************************************** |
| Original M                   | OU End Date:          | 01/01/2025   | AMENDED/Revised End Date:                     |          |  |   |
| Original M                   | OU Amount:            | \$ 200,000.00  | AMENDED MOU Increase/Decrease Amount: \$ 10,0 |          |  | \$ 10,000.00                            |
|                              |                       |  | Revised MOU                                   | Amount   | Not-to-Exceed:   | \$ 190,000.00                           |
| All other i                  | tems, terms and co    | onditions remain unch  | anged.  |          |  |   |
| SANTA CL                     | ARA COUNTY OFFIC      | E OF EDUCATION:  | AGENCY  | NAME     | : Anaheim Union Hig  | gh School District                      |
| D                            | Mary dun Du           | Val.   | D   |          |  |   |
| By:                          |                       | orized SCCOE Official  | Ву:   | Sig      | gnature of Authorized A  | Agency Official                         |
| Name:                        | Mary Ann Dewa         | n. Ed. D.  | Name:   |          | ron Fried, Ed.D.   |   |
| Title:                       |                       | endent of Schools  | Title:  |          | sistant Superintende   | ent, Education                          |
| Date:                        | 6/14/2023   11:       | 30 PM PDT  | Date:   |          | /11/23   | •                                       |
| Address:                     | 1290 Ridder Park [    | Dr., San Jose, CA 95131  | Address                                       | : 50     | 1 N. Crescent Way,   | Anaheim, CA 92801                       |
| Phone:                       | (408) 453-6511        |  | Phone:  | -        | 14) 999-3511   |   |
| Email:                       | mdewan@scco           | e.org  | Email:  | Fr       | ed_ja@auhsd.us   |   |
| For Contro                   | cts Office/Risk Manag | gement use only:   |   |          |  |   |
| RM#:                         |                       |  |   |          |  |   |
| Date:                        |                       |  | Signatu                                       | ıre:     |  |   |
| 1                            |                       |  |   |          | A STATE OF THE STA |   |



SCCOE Staff Contacts

# CONTRACT / AGREEMENT ROUTING FORM NO STUDENT CONTACT

Extension

Title

| Questions abou  | it this contract should be sent i | to:                 | Alexander Klein                   | Admin Data Tech  | 4291                           |
|---|-----------------------------------|---------------------|-----------------------------------|--|--------------------------------|
| Division:   | PLISD                             |                     | Name of Responsible Administrator | Title  | Extension                      |
| Department: YOUTH HEALTH AND WELLNESS   |                                   | Chaun Powell, Ed.D. | Executive Director                | 4446   |                                |
|   |                                   | Cont                | ract/Agreement Informa            | tion   |                                |
| Contract/Agreement Type   |                                   | Profe               | essional Services Agreement       | ☐ Amendment to RM# ☐ Lease Agreement: ☐ New ☐ Renewa ☐ Other:  | 1                              |
| Contractor'   | s Name                            | Anah                | eim Union High School D           | istrict  |                                |
| Service Typ   | e / Brief Description             | Pilot So            | chool Health Demonstration        | on Project   |                                |
|   |                                   |                     | Compensation & Terms              | And the second consequence   |                                |
| *Anticipate   | d Start Date 1/1/2023             |                     | End Date                          | 1/1/2025   | REVENUE                        |
| Original Cor  | ntract Amount                     | 9                   | Revised Total C                   | Contract Amount  |                                |
|   |                                   |                     | Directions                        | THE RESERVE OF THE PARTY OF THE |                                |
|   | Ste                               | ps listed b         | pelow must be completed sequ      | entially.  |                                |
| RFP / Bid# Best Source (\$3,000 - \$99,099)  Sole Source Verified by Purchasing (required)  Contractor and SCCOE Responsible Administrator reach agreement about terms.  SCCOE contract originator completes the contract packet and gathers required attachments.  Proof of Workers' Compensation Insurance General Liability Insurance Certificate:  W-9  Additional Insurance Endorsement  Auto Liability  Risk Management Insurance Review  Gather initials verifying review of draftsontract and identifieds funding source:  DS |                                   |                     |                                   |  |                                |
| Initiator AK Manager Director Assoc Sup/Assis Sup/Chief Measure For Construction/Design and Leases Only: For Software/Technology Purchases Only: For contracts involving Data Sharing Only:   |                                   |                     |                                   |  |                                |
| General Services Director Tech. Infra. & Supp. Director Data Governance.  5. Contractor to review and sign the contract.  |                                   |                     |                                   |  |                                |
| 6. V 10 2/10/2023   2internal Business Services (IBS) — Contract Analyst to review, initial, and return to contract originator for final contract signature.  7. V 2/10/2023   4:38 PM PST COE Director  \$ 3,000 - \$2,999: SCCOE Director  \$ 3,000 - \$99,999: SCCOE Associate Superintendent/Assistant Superintendent/Chief   |                                   |                     |                                   |  |                                |
| 8. Ak Return to IBS – Contract Analyst to obtain a RM#. IBS returns to contract originator.  9. Seturn to IBS – Contract Analyst to obtain a RM#. IBS returns to contract originator.  1. 38 PM PST Contract originator creates the requisition using assigned RM# to generate a PO.  |                                   |                     |                                   |  | act originator.<br>erate a PO. |

Contract Originator (Admin)



# Memorandum of Understanding between Santa Clara County Office of Education and Anaheim Union High School District

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Anaheim Union School District (the "Agency" or "LEA"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

#### 1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in Pilot School Health Demonstration Project.

#### 2. Goals

- ☑ Provide quality support to districts, schools, students, and communities.
- $\boxtimes$  Be a premier service organization.

#### 3. Responsibilities

#### 3.1. The Agency Responsibilities:

- Assemble a team consisting of but not limited to: School-Based Billing Coordinator, Leadership
  Team representative, Fiscal Personnel representative, Service Provider representative, and a
  Collaborative representative
- Complete all pre-work and post- work assignments for all coaching sessions within agreed upon timelines.
- 3. Complete a needs assessment developed by the SCCOE that may include but not limited to the following:
  - a. Surveys
  - b. Interviews of relevant staff
  - c. A medical billing audit to evaluate past billing claims, Cost Reimbursement Comparison Schedule (CRCS) forms, & eligible school expenditures
  - d. Review of current billing practices and partnership agreements with contracted service providers
  - e. Review of current participation in the Local Education Area Medi-Cal Billing Options Program (LEA BOP) and School-based Medi-Cal Administrative Activities (SMAA) Program
- 4. The LEA will collaborate with SCCOE to establish data collection that includes but is not limited to the following:



- a. Data on any increases in the level of health and mental health services provided to pupils in the LEA
- b. Data on improved measurable outcomes for pupils
- c. Data on increased funding secured
- d. Plans for the ongoing sustainability of health and mental health services beyond the pilot project period
- 5. The LEA commits to sharing data with the SCCOE by June 30, 2024 in order to complete the Technical Assistance Summary Report due to CDE by September 1, 2024. The LEA understands that the data requested may change based on CDE requirements and the LEA and SCCOE will work together to revise the data sharing plan in the event of a change in requirements. The data requested by the SCCOE will include but will not be limited to:
  - a. Increases in the level of health and mental health services provided to pupils;
  - b. Improved measurable academic and behavioral outcomes for pupils;
  - c. Increased funding secured;
  - d. Plans for ongoing sustainability of health and mental health services beyond the pilot project period; and
  - e. Recommendations on maximizing federal reimbursement and other revenue sources to provide effective health and mental health services to pupils.
- 6. The LEA commits to sharing data with the SCCOE and California Department of Education by October 1, 2024, to include all the following components in the Technical Assistance Summary Report to the Legislature by January 1, 2025:
  - a. Best practices developed by LEAs that ensure every pupil receives an uninterrupted continuum of effective care services.
  - b. Program requirements and support services needed for the LEA BOP and SMAA program, and medically necessary federal EPSDT benefits, to ensure ease of use and access to LEAs.
  - c. Total dollars drawn down from federal sources by LEAs participating in the pilot project.
  - d. The number of pupils receiving health and mental health services by participating LEAs throughout the course of the pilot project, including breakdowns by subgroups, and measurable improved outcomes for those pupils.
  - e. Recommendations for expanding the program statewide, including an estimate of the cost of fully funding an ongoing technical assistance and support program on a statewide basis.
  - f. Strategies for working with DHCS to coordinate, streamline, and prevent the duplication of Medi-Cal covered services.
  - g. Recommendations on specific changes needed to state regulations or statute, the need for approval of amendments to the state Medicaid plan or federal waivers, changes to implementation of federal regulations, changes to state agency support and oversight, and associated staffing or funding needed to implement recommendations.



#### 3.2. The SCCOE Responsibilities:

- 1) The SCCOE shall Support the LEA in conducting a needs analysis of all the following related to the pilot participant:
  - a) The need for health & mental health services for pupils.
  - b) The current capacity within the LEA to meet those needs.
  - c) Current participation in the LEA BOP and the SMAA Program.
  - d) The barriers to participating in the LEA BOP & SMAA Program.
  - e) Any existing partnerships with the county agencies or community-based organizations to provide health & mental health services to pupils.
- 2) Work with LEA staff to establish or expand the expertise necessary to maximize federal reimbursement revenue through an analysis of past claims and review eligible school expenditures to ensure the maximum usage of potential Medi-Cal reimbursements, including EPSDT services provided to eligible pupils.
- 3) Facilitate the exploration of opportunities to collaborate with county mental health plans, Medi-Cal managed care plans, and private health care service plans and health insurers to establish partnerships through a MOU or other means to coordinate the funding and provision of health and mental health services to pupils.
- 4) Provide resources related to generating revenue for school-based health and behavioral health programs including but not limited to billing.
- Complete, and provide to the CDE, a final report at the conclusion of the pilot project with data on any increases in the level of health and mental health services provided to pupils in the LEA, any improved measurable outcomes for pupils, increased funding secured, plans for ongoing sustainability of health and mental health services beyond the pilot project period, and recommendations on maximizing federal reimbursement and other revenue resources to provide effective health and mental health services to pupils.

#### 3.3. Shared Responsibilities:

- 1. Participate in a minimum of twelve (12) up to twenty-four (24) consecutive monthly targeted coaching sessions facilitated by the SCCOE from January 2023 through December 2024.
- Collaboratively develop and complete the Technical Assistance Summary Report due to CDE by September 1, 2024. The LEA understands that the data requested may change based on CDE requirements and the LEA and SCCOE will work together to revise the data sharing plan in the event of a change in requirements. The data requested by the SCCOE will include but will not be limited to:



- a. Increases in the level of health and mental health services provided to pupils;
- b. Improved measurable academic and behavioral outcomes for pupils;
- c. Increased funding secured.
- d. Plans for ongoing sustainability of health and mental health services beyond the pilot project period; and
- e. Recommendations on maximizing federal reimbursement and other revenue sources to provide effective health and mental health services to pupils.
- Collaboratively prepare and submit a budget to the CDE outlining how the LEA's SHDP funds have been budgeted.
- 4. The SCCOE and LEA will work together to implement a billing program based on information gathered through the needs assessment.

#### 3.4. Delivery of Services and Use of Resources:

- 1. The SCCOE and LEA will collaboratively coordinate coaching calls.
- 2. While most coaching sessions and meeting will be conducted virtually, the SCCOE and LEA commit to at least one in-person meeting and no more than 3 in-person meetings.

# 4. Duration of Agreement

This Agreement begins on January 1, 2023 and ends on January 1, 2025.

#### 5. Articulation of Monies/Compensation

- 1. The LEA agrees to compensate the SCCOE \$100,000 annually.
- 2. The LEA will remit payment 30 days after receiving the invoice submitted by the SCCOE. The invoice for Year 1 to be sent upon execution of this agreement and the invoice for Year 2 to be sent on or near July 1, 2023.

#### 6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

|  | Yes, | Data | Sharing | agree | ement/ | form | attache | d |
|--|------|------|---------|-------|--------|------|---------|---|
|--|------|------|---------|-------|--------|------|---------|---|

No

#### 7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon 60 days advance written notice to the other Party.

If the LEA terminates this agreement with or without cause, the LEA agrees to compensate the SCCOE for the full amount of the agreement (\$100,000).

#### 8. Other Terms

**8.1. Entire Agreement:** This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates



and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

- **8.2.** Amendments: This Agreement may only be amended by a written instrument signed by the Parties.
- **8.3. Severability:** Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.
- **8.4. Third-Party Beneficiaries**: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.
- **8.5. Assignment:** No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.
- **8.6.** Use of SCCOE Name and Logo for Commercial Purposes: Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.
- **8.7. Governing Law, Venue:** This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

#### 9. Insurance/Hold Harmless

- **9.1 Insurance:** The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.
- 9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

## 10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

#### 11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by



applying an electronic signature using technology approved by SCCOE.

| SCCOE:     | DocuSigned by:   | Anaheim Union High School District:                            |
|------------|--|--|
| By:        | Mary Lun Dewan<br>Signature of Authorized SCCOE Official | By: Jaron Fried, Ed.D जिल्लासम्बन्ध Authorized Agency Official |
| Name:      | Mary Ann Dewan, Ed. D.                                   | Name: Jaron Fried, Ed.D.                                       |
| Title:     | County Superintendent of Schools                         | Title: Assistant Superintendent, Education                     |
| Date:      | 2/10/2023   4:38 PM PST                                  | Date: 3/1/2023   8:08 AM PST                                   |
| Address:   | 1290 Ridder Park Dr.,                                    | Address: 501 N. Crescent Way, Anaheim,                         |
|            | San Jose, CA 95131                                       | CA 92801   |
| Phone:     | (408) 453-6511   | Phone: (714) 999-3511  |
| Email:     | mdewan@sccoe.org   | Email: Fried_ja@auhsd.us                                       |
|            |  |  |
| For Contra | cts Office/Risk Management use only:                     |  |
| RM#:       | 23-25-1056   |  |
| Date:      | 3/6/2023   2:48 PM PST                                   | Signature of Campbell  |
|            |  |  |

#### **COMMUNITY SCHOOLS SERVICE PROVIDER AGREEMENT**

This Community Schools Service Provider Agreement ("Agreement") is made as of the 10<sup>th</sup> day of August, 2023, between the Anaheim Union High School District ("District") and Illumination Institute ("Provider") (each a party, collectively, "Parties") as follows:

- 1. Purpose. Illumination Institute will provide professional learning and instructional resources for teachers, administrators, staff, students and parents throughout the District. Illumination Institute is a non-profit organization that promotes self-awareness, stress management, and improved concentration through mindfulness techniques. Illumination Institute has developed their own simple and practical mindfulness curriculum designed to benefit people of all ages and backgrounds.
- **2. Term**. The term of this Agreement is from August 11, 2023 through June 30, 2024.
- **3. Provider Responsibilities**. Provider shall:
  - (a) Provide professional development for school teams on how to help students discover self-control, self-awareness, and respect through mindfulness.
  - (b) Provide age-appropriate instructional materials that boost self-esteem and foster successful transition to high school or college and career.
  - (c) Provide training for parents on self-control, self-awareness, as well as how to nurture socioemotional skills through mindfulness.
  - (d) Provide training for classified employees on self-control, self-awareness, and respect through mindfulness
  - (e) Provide Student Leadership training for student ambassadors and other student leaders
  - (f) Provide Mindfulness and Racial Awareness training
  - (g) Provide MACC training, which includes mindful walking, mindful eating, and Gratitude.
- **4. District Responsibilities**. As a result of this AGREEMENT:
  - 1) District and school site initiatives will be integrated and aligned, to result in higher measurable achievement for all students;
  - 2) School site understanding, and use of processes and tools, including the Single Plan for Student Achievement, interventions, and professional collaboration and development will focus on the site-specific needs of students and educators;
  - 3) Proven protocols will further link school climate to improved student achievement of identified AUHSD target populations, including English

learners and students participating in special education;

- 4) Collaboration within and across content areas will provide student access to, and support of, strategies that build self-esteem and confidence; and,
- 5) Successful work on real issues at sites will enhance the capacity of the collaborative community of administrators and teachers, in order to transform and sustain the achievement of all students.
- 6) District will provide demographic information as requested for each school.
- **5. Submittal of Documents**. The Provider shall not commence the Services under this Agreement until the Provider has submitted and the District has approved the following:
  - X Signed Agreement
  - X Applicable Insurance Certificate(s) and Endorsements (Section 12)
  - X Applicable Criminal Background Investigation Certification(s) (Section 18)
- **6. Compensation**. Provider agrees to provide services at the cost not to exceed \$58,000
- 7. Independent Contractor. Provider is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Provider understands and agrees that Provider and all of Provider's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Provider shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Provider's employees.
- **8. Materials**. Provider shall furnish, at Provider's own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
- **9. Standard of Care**. Provider's Services will be performed in accordance with generally and currently accepted principles and practices of Provider's profession for services to the public. District will not control or direct performance of the work under the Agreement or in fact.
- **10. Audit**. Provider shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Provider transacted under this Agreement. Provider shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter.
- **11. Indemnification**. To the furthest extent permitted by California law, Provider shall, at Provider's sole expense, defend, indemnify, and hold harmless the District and its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to,

personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Provider in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Provider proposes to defend the indemnified parties.

#### 12. Insurance.

- 12.1 The Provider shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
  - 12.1.1 General Liability. One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability, or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each location, or the general aggregate limit shall be twice the required occurrence limit.
  - 12.1.2 Is this Provider interacting with students? Yes X No For interaction with students, Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, Provider must provide proof of Endorsement. Such coverage shall be in an amount of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.
  - 12.1.3 Workers' Compensation/Employers Liability Insurance. A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Provider and all risks to such persons under this contract.
    - If Provider has no employees, it may certify or warrant to the District that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the District's Director of Risk Management.
  - 12.1.4 Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

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

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

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

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

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

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

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

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

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

- 12.2 Other Insurance Provisions. The Provider shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to the District and approved by the District. The Certificates and insurance policies shall include the following:
  - 12.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after

date of mailing notice."

- 12.2.2 An endorsement stating that the District and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Provider's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 12.2.3 Waiver of Subrogation. The Provider shall require the carriers of required coverages to waive all rights of subrogation against the District, its officers, employees, agents, volunteers, Providers and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Provider and Provider's employees or agents from waiving the right of subrogation prior to a loss or claim. The Provider hereby waives all rights of subrogation against the District.
- 12.2.4 Policies Primary and Non-Contributory. All policies required herein are to be primary and noncontributory with any insurance or self-insurance programs carried or administered by the District.
- 12.2.5 All policies shall be written on an occurrence form.
- 12.2.6 The Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 12.2.7 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- 13. Compliance With Laws, Rules, and Regulations. Provider shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Provider shall give all notices required by any law, ordinance, rule, or regulation bearing on conduct of the Services as indicated or specified. If Provider observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Provider shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Provider's receipt of a written termination notice from the District. If Provider performs any Services that are in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Provider shall bear all costs arising therefrom.
- **14. Permits/Licenses**. Provider and all Provider's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Services pursuant to this Agreement.
- **15. Safety and Security**. Provider is responsible for maintaining safety in the performance of this Agreement. Provider shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- **16. Employment With Another Public Agency**. Provider, if an employee of another

public agency, agrees that Provider will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

- 17. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Provider agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735.
- immediate supervision and control of the pupil's parent or guardian or a school employee? Yes

  No ☑ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California

  Department of Justice. The Provider shall not permit any employee to interact with District students until such time as the Provider has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.
- **19. Assignment/Subcontract**. The obligations of the Provider pursuant to this Agreement shall not be assigned by the Provider.
- **20. Termination**. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Provider. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.
- 21. Limitation of District Liability. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.
- **22. Confidentiality**. The Provider and all Provider's agents, personnel, employee(s), and/or contractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- **23. Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

**District** 

Anaheim Union High School District Attn: Dr. Jaron Fried

**Provider** 

Illumination Institute Attn: Brian Ton

Copy: (Carlos Hernandez) 501 N. Crescent Way Anaheim,

CA 92801

Phone: 714-999-3576

Email: hernandez\_c@auhsd.us

10061 Talbert Avenue #345 Fountain Valley, CA 92708 Phone: (714) 464-2016

Email: brian@illuminationinst.org

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

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

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

| Anaheim Union High School District            | Illumination Institute          |
|---|---------------------------------|
| Date: 8/11/23                                 | Date: 7/7/2023                  |
| By:   | By:kintl. To                    |
| Print Name: <u>Dr. Jaron Fried</u>            | Print Name: <u>Brian H. Ton</u> |
| Title: Assistant Superintendent, Ed. Division | Title: CEO                      |

## **AFFILIATION AGREEMENT**

#### Between

Anaheim Union High School District, on behalf of Gilbert High School and AUHSD Independent Studies (Alternative Education) ("School")

#### And

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, by and on behalf of UCLA Campus Life/Community Programs Office and its Higher Opportunity Program for Education Project at its Los Angeles campus ("UCLA")

#### **SCHEDULE**

This schedule (the "**Schedule**") is agreed to by UCLA and School regarding the educational program described below. Incorporated by reference as though set forth in full are the Standard Terms and Conditions dated 6/6/2023 and the Attachments. The Schedule, the Standard Terms and Conditions and the Attachments, together constitute the affiliation agreement pursuant to UCLA Policy 970 between the Institutions (the "**Agreement**"). All capitalized terms are defined in the Standard Terms and Conditions or in the Schedule.

The Institutions agree as follows:

#### I. THE PROGRAM

The Institutions contemplate an affiliation program as described below (the "**Program**"):

School provides certain educational opportunities to its Students, and UCLA wishes to support School and broaden those educational opportunities by hosting such Students as part of a Program with an objective of providing academic support through one-on-one and group tutoring, skill-building and test-taking workshops, and guidance through discussions and one-on-one peer advising.

#### A. UCLA Responsibilities

- 1. UCLA shall provide a meaningful experience for Students in accordance with the educational objectives and expectations mutually agreed upon by the Institutions.
- 2. UCLA will be responsible for the coordination and administration of the Program, including the selection of Students, in its absolute discretion, from the potential participants identified by School.
- 3. Unless otherwise agreed by the Institutions, in writing, the Program shall take place at the Facilities and/or Locations listed below.
- 4. UCLA may oversee Student activities while using the Facilities and Locations. UCLA may provide reasonable direction to Students regarding the Program and use of its Facilities and/or Locations.

- 5. ☐ UCLA will provide Project Staff to instruct Students regarding
  - a. Peer advising (PA): Discussions in peer advising session may include but are not limited to: academics, social, and family issues.
  - b. Tutoring: In courses in which the students' request help for, enrolled in, and having academic problems with. Additional tutoring include test-prep, skill-building, and writing help.
  - c. Workshops: 30 minutes on topics pertaining to student's learning about education, social, political, or cultural knowledge. Virtual or In-Person Group Workshops will be offered during the first 30 minutes of site from 1:30pm to 2:00pm. Students can RSVP through the Remind App a week before each workshop. Workshop topics may include:
    - a) ☐ HOPE Introduction
    - b) □Studying Tips
    - c) ☐ Types of Higher Education
    - d) □Community College/Transfer Process
    - e)□Financial Aid Application Help
    - f) ☐ College Application Help
    - g) Mental Health and Wellness
    - h) ☐ Maintaining Healthy Relationships
    - i) ☐ Test-Taking Strategies
    - j)□ Resume Building +Job Hunting
    - $k)\Box$ Interview Tips + Skills
    - 1) ☐ Mock Interviews
    - m) Time and Stress Management
    - n) Physical Wellness
    - o) Community College Guest Speakers
    - p) Career/Entrepreneurship Guest Speakers

All communication for Workshops and Site will be made on the Remind app.

- 6. Except as mutually agreed upon, in writing, UCLA shall not be responsible for providing any services to School beyond the standard program terms included in this Agreement.
- 7. If applicable, UCLA will provide a certificate of completion to Students who complete the Program (however, only School may award grades, as provided below).
- 8. UCLA will not evaluate Student performance.
- 9. □ Virtual Peer Advising/Peer Tutoring Sessions/Workshops will adhere to the following:
  - i. Sessions will be conducted with students using Zoom. If students are not provided with a Zoom account via the School, Students (who are minors) are required to use their parents' Zoom account. The parent will be contacted via email and informed of the services being provided and will be required to consent to the Student using their Zoom account and UCLA/HOPE services. Zoom sessions will not be recorded for the security and safety of our students and staff.

ii. Students will receive a Zoom link a week prior to site and 10 minutes prior to site at 1:20pm via the Remind App.

# B. School Responsibilities

- 1. ☐ The School shall identify a pool of prospective Program participants to participate in this Program.
- 2. □ The School will publicize the Program.
- 3. ☐ If applicable (e.g. field trips), the School will provide pre-departure information for Students, to familiarize them with the Program and UCLA requirements.
- 4. □ The School shall be responsible for awarding grades and for establishing Student requirements for matriculation, promotion and graduation.
- 5. The School will maintain all academic records and issue Student transcripts in accordance with its policies.
- 6. ☐ If requested by UCLA, School will require Students to complete and return evaluation forms to UCLA's designee.

# C. Student Participation

- 1. ☐ All Students must be enrolled at School and shall maintain academic standing throughout the Program.
- 2. Students and UCLA Program Staff will be provided access to the Facilities and/or Locations to participate in the Program.
- 3. ☐ Students shall not be candidates for admission at UCLA by participating in the program.

#### D. Timing and Hours

- 1. □ The Institutions shall endeavor to mutually agree upon the course of study (site) at School (the facility) no later than 6/30/2023.
- 2. □ The Program will be comprised of approximately 32 hours for field trips (8 hours each field trip, total of 4 field trips) and 54 total hours of hybrid content. Approximately 2 hours will be coordinated by UCLA on every Wednesday from 1:30pm to 3:30pm.
- E. <u>Facilities and Locations</u>: If applicable, UCLA will allow Students from School to use the following:

Facilities: No UC facilities will be utilized

The School will allow Students and UCLA Program Staff to use the following:

Locations: No facilities will be utilized during virtual services. In-person services will take place at Gilbert High School 1800 W. Ball Rd. Anaheim, CA 92804, in a designated classroom every Wednesday from 1:30pm to 3:30pm.

If applicable, availability of, and permitted uses for, additional Facilities and/or shall require the express permission of UCLA. Use of UCLA housing Facilities will require a separate agreement signed by the appropriate department at UCLA.

# F. Additional Program Terms

- 1. ☐ UCLA will also provide:
  - a. Field Trips to learn about the college process will be offered to Students. Students will RSVP through a Google Form at least two weeks prior to the field trip. Important information regarding inperson field trips will be sent to students a week prior to the actual field trip.
- 2. □ School will not be responsible for any expenses. School will inform Students that they are responsible for any and all personal expenses including, but not limited to, the following:
  - a. ☐ Food and incidentals, unless otherwise agreed

#### II. ☐ TERM; IMPORTANT DATES

A. Effective Date: September 25, 2023

B. End Date: May 24, 2026 - Last day of the 2025-2026 Academic Year

#### C. □Other Important Dates:

- 1. □ Program Start Date: Students' participation in the Program will begin on or around October 4, 2023.
- 2. ☐ If applicable, upon completion of the Program, Students are expected to return to their School.

#### III. ☐ FEES AND PAYMENT TERMS (*Not Applicable*)

#### A. Fee Schedule

- 1. □ The School will be obligated to pay UCLA the following fees to participate in the Program: **\$0.00.**
- 2. The Institutions shall agree upon fees to be paid, and payment due dates for the Program, in writing, and when possible, before the Program is announced to any Students.

#### B. Compensation and Billing

1.Unless otherwise specified herein, School shall pay UCLA in accordance with the fee schedule set forth in this Agreement. If the Institutions have agreed upon additional fees, in writing, and such additional fees are not

- reflected in the fee schedule, payments for the additional fees shall be due thirty (30) days from the date of invoice.
- 2. The School shall pay UCLA a one percent (1%) service charge per month for any payments that are not made within thirty (30) days of the due date, as provided above.
- 3. Payments shall be made in US dollars, in the form of check and sent to the address and attention noted on the invoice. Payments to UCLA shall be made payable to the UC Regents, unless otherwise specified by UCLA, in writing.

#### IV.□ PRIMARY CONTACTS

The School shall appoint a Primary Contact who will provide coordination, oversight and direction for the Students. The Primary Contact from School shall have the appropriate training and experience to discharge this responsibility. UCLA shall also assign a Primary Contact with the appropriate training and experience to interact with Students and School's Primary Contact, providing guidance, as needed.

The Primary Contacts are:

| 1.□For UCLA: Angela Hernandez, CPO Business Officer, who can be reached at             |
|--|
| (310) 206-9373 and adecenzo@cpo.ucla.edu.  |
| 2 □ □ □ or School: Jose Lara, Coordinator of Alternative Education, who can be reached |
| at (714) 999-3738 and lara_j@auhsd.us. □   |

#### V.□ NOTICES

Notices shall be in writing and may be delivered personally to a designated representative of the Institution or sent by expedited mail using a nationally recognized overnight delivery service (such as UPS or Federal Express), and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

#### If to School:

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

#### If to UCLA:

Community Programs Office 220 Westwood Plaza Student Activities Center Room B02C Los Angeles, CA 90095 Attn: Angela Hernandez, CPO Business Officer With a copy to: UCLA Office of Legal Affairs 3148 Murphy Hall, Box 951405 Los Angeles, CA 90095-1405

Date: 8/11/23

The Institutions, by their duly authorized representatives, have executed and delivered the Agreement as of Effective Date.

| THE REGENTS OF THE UNIVERSITY OF CALIFORNIA   |
|---|
| y:  |
| Jame: Michael Deluca, AVC, Campus Life  |
| Oate:   |
| NAHEIM UNION HIGH SCHOOL DISTRICT, ON BEHALF OF GILBERT HIGH<br>CHOOL AND AUHSD INDEPENDENT STUDIES (ALTERNATIVE EDUCATION) |
| By:   |
| Name: Dr. Jaron Fried   |

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, by and on behalf of the Campus Life/Community Programs Office at its LOS ANGELES CAMPUS ("UCLA") and ANAHEIM UNION HIGH SCHOOL DISTRICT, ON BEHALF OF GILBERT HIGH SCHOOL AND AUHSD INDEPENDENT STUDIES (ALTERNATIVE EDUCATION) ("School")

DATED: June 6, 2023

#### STANDARD TERMS AND CONDITIONS

These standard terms and conditions (the "Standard Terms and Conditions") are hereby incorporated by reference into one (1) or more Schedules between UCLA and School as though set forth in full. An Agreement shall consist of (i) the Standard Terms and Conditions, (ii) any Attachments and (iii) a Schedule. All capitalized terms are defined in the Standard Terms and Conditions or in the applicable Schedule. UCLA and School agree as follows:

#### 1. DEFINED TERMS

- **1.1.** "Agreement" means (i) the Standard Terms and Conditions, (ii) any Attachment(s) and (iii) a Schedule.
- **1.2.** "Attachment(s)" means any document(s) containing supplemental information or relating to the Agreement, which are attached to the Standard Terms and Conditions and incorporated into the Agreement by reference.
- **1.3.** "Effective Date" means the date, specified in a Schedule, on which the Term of the Agreement commences.
- **1.4.** "End Date" means the date, specified in a Schedule, on which the Term of the Agreement ends.
- **1.5.** "Facility(ies)" means those facilities, venues, premises and other locations, which are owned, leased, controlled, operated and/or staffed by UCLA.
- **1.6.** "Faculty" means faculty members of either Institution, as determined by context.
- **1.7.** "*Institution(s)*" means UCLA and/or School, as indicated by the context.
- **1.8.** "Law(s)" means applicable laws, rules and regulations, including without limitation, local and national laws, rules and regulations pertaining to an Agreement and/or to either Institution's activities under the Agreement, including without limitation, those applicable to safety, data privacy and the privacy and protection of personally identifiable information, the protection of employees, export control and the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto (and any foreign equivalent).
- **1.9.** "*Location(s)*" means the locations, other than Facilities, where the Program will take place.
- **1.10.** "Personal Data" means a Student's personally identifiable information.
- **1.11.** "*Primary Contact(s)*" means the Faculty or Staff appointed by either Institution to support the Program and provide guidance to Students, as provided herein.
- **1.12.** "Program" means the educational program described in the Schedule.
- **1.13.** "*Program Start Date*" means the date specified in a Schedule when Students shall begin using the Facilities and/or Locations.

- **1.14.** "Schedule" means the document signed by the Institutions containing the details concerning the Program that make reference to the Standard Terms and Conditions.
- **1.15.** "Staff" means the non-Faculty employee of either Institution, as determined by context.
- **1.16.** "*Student(s)*" means School's regularly enrolled students in good academic standing who participate in the Program.
- **1.17.** "*Term*" means the period commencing on the Effective Date of a Schedule, and ending upon the End Date of such Schedule, or upon the earlier termination of the Agreement, including such Schedule.

# 2. <u>HEALTH INSURANCE AND IMMUNIZATIONS (only applicable for trips to UCLA or any UC-campus)</u>

- **2.1. Health Insurance:** Students may be required to provide proof of full health coverage that meets the insurance requirements of UCLA as a condition of obtaining a visa and/or participating in the Program. If applicable, information concerning health insurance and associated costs at UCLA will be provided to School before applications are approved.
  - **2.1.1.** School shall require its Students to maintain comprehensive health insurance coverage for the duration of his/her time at UCLA.
  - **2.1.2.** UCLA may require visiting Students to purchase a health insurance policy through UCLA and show proof of insurance while the Student is visiting UCLA.
- **2.2. Immunizations**: School shall confirm and verify that each of its Students has received all immunizations required by UCLA, prior to visiting UCLA. Upon reasonable request by UCLA, and in accordance with applicable Law, School shall provide written documentation reflecting its compliance with this Section.

#### IF THE PROGRAM IS NOT ON UCLA PROPERTY:

UCLA is not requiring health insurance coverage or immunization records, because the Program is not being held at a UCLA Facility

# 3. <u>VISAS AND OTHER REQUIREMENTS (only applicable for trips to UCLA or any UC-campus)</u>

- **3.1. Student Visas:** If the Students are visiting UCLA from another country, UCLA will provide School with a list of the documentation required to obtain a visa.
- **3.2.** Language Proficiency: UCLA will inform School of the minimum English language competence (i.e., TOEFL and/or IELTS scores, and/or other evidence of English language competence required for international students), as determined by UCLA in its sole discretion.
- **3.3. Other Documentation:** Other documentation may be required by UCLA, in its absolute discretion. School agrees to require its Students to provide such documentation to UCLA in a timely fashion, as a condition of participating in the Program.

# <u>IF THE PROGRAM IS NOT ON UCLA PROPERTY, BUT IS TAKING PLACE IN THE US:</u>

UCLA is not requiring visa documentation or proof of language proficiency, because the Program is taking place in the United States, but is not being held at a UCLA Facility. Other documentation may be required by UCLA, in its absolute discretion. School agrees to require

its Students to provide such documentation to UCLA in a timely fashion, as a condition of participating in the Program.

# 4. TERM AND TERMINATION

- **4.1. Term**: The Term of the Program shall have the Effective Date and End Date specified in the Schedule.
- **4.2. Termination without Cause:** Either Institution may terminate this Agreement without cause, by giving the other Institution written notice no less than six (6) months prior to the Program Start Date. Otherwise, this Agreement may be terminated for convenience, if mutually agreed upon by the Institutions, in writing.
- **4.3. Termination for Material Breach:** This Agreement may be terminated by either Institution with cause upon the breach of a material term of this Agreement by the other Institution, by giving the other Institution thirty (30) days' prior written notice of such breach, subject to the defaulting Institution's right to cure the breach. In the event that the defaulting Institution fails to cure the material breach within thirty (30) days of receipt of such written notice of termination, the non-defaulting Institution may terminate this Agreement, effective as of the expiration of said thirty (30) day notice period.
- **4.4. Immediate Termination:** Either Institution may terminate this Agreement immediately upon notice to the other Institution upon any of the following events: (1) the other Institution's loss of licensure, certification and/or funding supporting the Program; (2) the other Institution's loss of insurance coverage as required hereunder, (3) adverse changes in legal and/or political landscape that materially and negatively impact the Program and/or jeopardize the health and/or safety of Faculty, Staff or Students, (4) an unauthorized transfer or assignment of the Agreement by the other Institution or (5) the other Institution's insolvency or bankruptcy filing (or similar action).
- **4.5. Student Termination**: UCLA may terminate any Student's participation if such Student has (or has expressed an intention to) violate any applicable Law, UCLA's policies, procedures, ethical requirements or disciplinary codes, or is otherwise not making acceptable progress or meeting the requirements of the Program. If practicable, the Institutions shall discuss in good faith the potential dismissal of the Student prior to such dismissal, however, UCLA's decision to terminate a Student shall be subject to such Institution's sole discretion.
- **4.6. Students' Interests**: If the Program is terminated, the Institutions agree to act in a manner that takes into consideration the interests of Students.

#### 5. REPRESENTATIONS, INSURANCE AND INDEMNITY

- **5.1. Representations**: Each Institution covenants to conduct all of its activities relating to the Agreement, in accordance with any and all Laws and applicable policies.
- **5.2. Student Compliance**: The School shall direct its Students to comply with all Laws and UCLA's policies and rules. School acknowledges, and shall inform each Student, that if applicable such Students will be subject to the same policies as regular, full-time students at UCLA (*e.g.*, UCLA is a totally smoke-free campus and smoking is prohibited inside UCLA Facilities, including dormitories, and anywhere on campus grounds).
- **5.3. Insurance**: Each Institution shall insure its activities in connection with this Agreement and obtain, keep in force and maintain the minimum insurance limits as follows:

**A.** Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

| Each Occurrence                         | \$1,000,000 |
|---|-------------|
| Products/Completed Operations Aggregate | \$2,000,000 |
| Personal and Advertising Injury         | \$1,000,000 |
| General Aggregate                       | \$2,000,000 |

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- **B.** Sexual Misconduct Insurance with a minimum limit of one million dollars (\$1,000,000) per occurrence.
- **C.** Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than: One million dollars (\$1,000,000) per occurrence.
- **D.** Workers' Compensation as required by applicable State law.
- **E.** Cyber Liability Insurance with a minimum limit of one million dollars (\$1,000,000) per occurrence.
- **5.4. Indemnification by School:** School shall defend, indemnify and hold UCLA, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School, its officers, agents or employees.
- **5.5. Indemnification by UCLA:** UCLA shall defend, indemnify and hold School its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCLA, its officers, agents or employees.
- **5.6. Cooperation:** The Institutions agree to make good faith efforts to resolve disputes that may arise between them. In the event of litigation or other claims brought by third parties against either Institution (or its respective officers, agents and employees), each Institution shall use its reasonable efforts to assist the other in the defense of such litigation or claims, including promptly assisting the other in any investigation.

#### 6. INTELLECTUAL PROPERTY AND USE OF NAME

Any mark, logo or copyrighted work (including, but not limited to, course materials) or other intellectual property owned by an Institution shall remain the property of such Institution and shall not be duplicated, reproduced, disseminated or used without the prior written permission of such Institution. School agrees that any use of the "University of California" or similar references to the University of California Los Angeles, its employees, programs and/or Facilities, shall be subject to the prior written consent of The Regents of the

University of California in accordance with the provisions of applicable Law, including but not limited to California Education Code Section 92000 and University of California policy.

#### 7. DATA SECURITY AND PRIVACY

- 7.1. Should any Institution collect Personal Data and transfer such Personal Data to the other Institution, the transferring Institution shall ensure that such Personal Data will be:
  - **7.1.1.** provided to the other Institution if and only if the Parent or Guardian has voluntarily consented to the transfer, in writing (Student visiting UCLA shall have their Parent or Guardian complete and sign the form attached here to as Attachment A before any Personal Data is provided to UCLA); and
- **7.1.2.** shared with the other Institution for the purposes of the Program only. Neither Institution shall process or use Personal Data for any purposes except those outlined in this Agreement, unless expressly permitted by the Parent or Guardian, in
- writing. 7.3. Each Institution shall:

7.2.

- **7.3.1.** handle Personal Data appropriately and in compliance with all Laws such Institution's policies concerning privacy (e.g., University of California policies found at https://privacy.ucla.edu/policies/ and
- http://www.registrar.ucla.edu/catalog/uclacatalog14-15-826h.htm, School's comparable policies) and processes (e.g., the University of California records retention schedule found at http://recordsretention.ucop.edu and School's comparable processes), which may be updated from time to time;
- **7.3.2.** take appropriate technical and organizational security measures against unauthorized or unlawful disclosure or loss of Personal Data; and
- **7.3.3.** promptly respond to any inquiries regarding Personal Data, and assist the other Institution in responding to inquiries concerning Personal Data.

#### 8. MISCELLANEOUS

- 8.1. This Agreement shall be governed by, and its terms construed under, the Laws of the State of California, without regard to its conflict of laws provisions. Each Institution hereby consents to the jurisdiction of courts in Los Angeles County, California. School waives all claims of sovereign immunity and consents to service of all notices (including the service of process) through the mail or as otherwise allowed by Law.
- Neither Institution shall be deemed to be in default of or to have breached this 8.2. Agreement due to any delay or failure in performance resulting from any "Force Majeure" event, such as acts of God, acts of civil or military authorities, civil disturbances, wars, labor disputes, fires, transportation contingencies, judicial or governmental order or similar occurrences beyond such Institution's reasonable control. The Institution claiming excusable delay shall promptly notify the other Institution, in writing. If the delay lasts more than thirty (30) days, the Institution not claiming excusable delay shall have the option of terminating this Agreement upon written notice to the other Institution.
- This Agreement may not be transferred or assigned by either Institution to another 8.3. entity without the prior written consent of the other Institution.
- The waiver of any performance required hereunder or of any breach of a provision hereunder shall not operate as a waiver of any subsequent failure to perform or

breach of the same or any other provision of this Agreement.

- **8.5.** The performance of their respective duties and obligations of both Institutions under this Agreement shall be that of independent contractors and nothing herein shall create or imply an agency relationship between them, nor be deemed to constitute a joint venture or partnership between them.
- **8.6.** The Institutions expressly agree and understand that Students engaged in any Program are participating for educational purposes only and that such Students are not employees of UCLA for any purpose, including but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.
- **8.7.** Nothing contained in this Agreement is intended to or shall make any third party (including any Student) a beneficiary of any rights or obligations of either Institution under this Agreement.
- **8.8.** This Agreement shall be construed as if the Institutions jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any one Institution. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to Law, then the remaining provisions of this Agreement will remain in full force and effect.
- **8.9.** The controlling language of this Agreement is English. All communications and notices shall be in English. In the event that a translation of this Agreement is prepared and signed by Institutions, this English language version shall be the official version and shall govern in the event of a conflict with the translation.
- **8.10.** This Agreement with its Standard Terms and Conditions, Attachment(s) and Schedule(s), constitutes the entire agreement between UCLA and School regarding its subject matter and may not be amended or changed except by a writing signed by authorized representatives of both Institutions. This Agreement supersedes any previous written or oral communication between the Institutions.
- **8.11.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound by this Agreement until each Institution named below has executed a counterpart of this Agreement.

The provisions of Sections 5 - 8 shall survive the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, the Institutions hereto have executed and delivered, by their duly authorized representatives, the Standard Terms and Conditions as of the Effective Date:

#### THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

| Ву:                                    |
|--|
| Name: Michael Deluca, AVC, Campus Life |
| Date:                                  |

# ANAHEIM UNION HIGH SCHOOL DISTRICT, ON BEHALF OF GILBERT HIGH SCHOOL AND AUHSD INDEPENDENT STUDIES (ALTERNATIVE EDUCATION)

| By: |                       |
|-----|-----------------------|
|     | Name: Dr. Jaron Fried |

Date: 8/11/23

#### **ATTACHMENT A**

## PERSONAL DATA, RESPONSIBILITY AND INDEMNITY FORM

I, the undersigned student, want to participate in the educational program (the "Program") between The Regents of the University of California, by and on behalf of its Los Angeles campus ("UCLA"), and Anaheim Union High School District, on behalf of Gilbert High School and AUHSD Independent Studies (Alternative Education) ("Institution"). I request that my personal information provided below and in the attachments be transferred by UCLA to Institution (or by Institution to UCLA, as applicable), for the purpose of my participation in the Program. I understand that my personally identifiable information (collectively, "My Data"), will be processed by UCLA and Institution on a need to know basis, for the purpose of the administration and performance of the Program. Should I have any questions or concerns about the use of My Data, I may contact the HOPE Project Coordinator at UCLA's Community Programs Office, who can be reached at (310) 267-4346.

# My Data:

I am providing the following information, which UCLA may share with faculty and staff supporting the Program:

| CA SSID  |  |
|--|--|
| UCTAP ID, if applicable                                  |  |
| Birth Date   |  |
| Gender   |  |
| Ethnicity  |  |
| Education level of first parent/guardian of participant  |  |
| Education level of second parent/guardian of participant |  |
| Household Languages                                      |  |
| English Language Learner? Yes/No                         |  |
| Low -Income? Yes/No                                      |  |
| Grade Level  |  |
| Expected Graduation Date                                 |  |

| First and Last Name of Participant |  |  |
|------------------------------------|--|--|
|                                    |  |  |
|                                    |  |  |

Email and Cell Phone Number, if applicable, of Participant

My Data shall include any and all personally identifiable information ("PII") provided by me to Institution and/or UCLA relating to the Program, including but not limited to any PII provided above, and/or in any application, biography, curriculum vitae, resume and/or attachments to this form.

| <b>Emergency Contact Information</b> :                                |
|---|
| First and Last Name of Parent/Guardian of Minor                       |
| Address, City, and Zip Code of Parent/Guardian of Minor               |
| Address, City, and Zip Code of I arent/Guardian of Willion            |
| Phone Number (and Country Code) and Email of Parent/Guardian of Minor |

## **No Use of UCLA Name:**

Except for incidental factual statements reflecting participation in the Program, I understand that I shall not use any names "UCLA" or "University of California" or any mark, logo or copyrighted work or other intellectual property associated with UCLA in any manner without UCLA's prior written permission.

#### **My Responsibilities and Indemnity**:

Participation in the Program, and any provision of My Data, is voluntary. If I choose to participate in the Program, I will comply with all applicable laws, regulations and policies (including UCLA policies).

I agree to be responsible for any claims of injury, loss or damage arising from or relating to my actions or inactions, including but not limited to, claims concerning property damage, physical injury, emotional distress, infringement and right of publicity ("Claims"), and I will defend and indemnify UCLA, its officers, agents and employees, for any and all such Claims.

I agree that UCLA may receive, share and use My Data as provided above. I also agree to the above terms concerning use of the UCLA name, my responsibilities and indemnity.

# Photo and/or Video Release

| •                                     | alf of, and as legal guardian for a minor child) the minor child by UCLA Staff or Volunteers, and and/or promotional uses only |  |
|---------------------------------------|--|--|
| Signature of Participant              | Date   |  |
| Signature of Parent/Guardian of Minor | Date   |  |
| Participant's Age (if minor)          |  |  |

# Memorandum of Understanding Between

The Orange County Superintendent of Schools

#### And

"Anaheim Union High School District"

#### 2023-2024

The Orange County Superintendent of Schools, which operates the Division of Special Education Services within the Orange County Department of Education, hereinafter referred to as "OCDE," and the "Anaheim Union High School District," herein referred to as "District," and collectively referred to herein as the "Parties," mutually agree as follows ("Agreement"):

## 1. Basis of Agreement

Pursuant to the authority established in Education Code sections 56195, 56195.1, 56195.3 and 56195.5, OCDE may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs ages 3 through 22 requiring intensive educational services, including a regional deaf and hard of hearing program. The OCDE Special Schools Program operates on multiple public school sites throughout Orange County designated as preschool, elementary, secondary and adult transition programs.

#### 2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2023 and ending June 30, 2024.

# 3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area ("SELPA"). It is further acknowledged that the SELPA base year calculations for special education funding under Assembly Bill 602 ("AB 602") include a dollar amount that is transferred back to the SELPA of residence for pupils served in special education programs prior to implementation of AB 602. The Parties acknowledge that both the distribution of these special education funds and the District's fiscal responsibility for students served outside the SELPA of residence are determined by the Local Plan of the SELPA of residence.

# 4. Scope of Program and Referral Process to OCDE

OCDE shall conduct special education programs and services for those eligible pupils of the District referred by their Individualized Education Program ("IEP") teams when it is jointly determined by the District and OCDE that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by OCDE. Prior to offering placement in any OCDE Special Schools Program, the District shall contact the appropriate OCDE Special Schools Principal to discuss a possible referral and the appropriateness of the OCDE Special Schools Program placement. If the referral seems appropriate, the District shall obtain from the parent authorization to release information to

OCDE and submit an OCDE referral packet to the appropriate OCDE Special Schools Principal based on the student's grade and unique needs as well as schedule a visitation with the parent and District representative. OCDE referral packets are available on-line and should be submitted electronically through OCDE's secure portal.

Upon review of the referral packet and site visit by parent/District, the OCDE Special Schools Principal and District representative will coordinate an IEP team meeting for purposes of discussing possible placement in an OCDE Special Schools Program. The OCDE Special Schools Principal or designee must participate in the District's IEP team meeting in which placement in an OCDE Special Schools Program is being recommended.

OCDE recognizes there may be situations in which the District desires to refer a student to an OCDE Special Schools Program outside of the IEP process, such as a mediation or other alternative dispute resolution process. Prior to offering the OCDE Special Schools Program outside of the IEP process, District shall contact the appropriate OCDE Special Schools Principal to discuss the referral, submit an OCDE referral packet, and obtain prior written approval from OCDE before offering placement in an OCDE Special Schools Program.

OCDE shall maintain and provide special education programs for District pupils during the 2023-2024 school year within the administrative parameters established by the Special Education Fiscal Advisory Committee. Class size ranges and student-adult ratios shall be maintained in a manner which allows OCDE to meet the programmatic, health and safety needs of the pupils. Pupils enrolled in an OCDE Special Schools Program shall matriculate within the OCDE Special Schools Program based on their grade (preschool, elementary, secondary and adult transition programs) as determined by the IEP team.

# 5. Responsibility of School District of Residence

The District and OCDE acknowledge that the 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 referred by the District to an OCDE Special Schools Program moves out of the District, the District shall immediately provide OCDE written notice of the pupil's change in residence, including the new school district of residence. Similarly, OCDE shall immediately notify 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 District shall be notified of annual reviews scheduled for its pupils participating in an OCDE Special Schools Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, matriculation, recommendation for home instruction, or a change in eligibility or services specified on the current IEP, a District representative who is authorized to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For pupils enrolled in an OCDE Special Schools Program who are participating in a general education program on the school site in the school district where the OCDE Special Schools Program is located (referred to as the "Host District") OCDE will work with the Host District to provide a general education teacher at IEP team meetings. In the event the Host District is unable to provide a general education teacher for the IEP team meeting, the District agrees to provide a general education teacher unless otherwise waived in writing by the pupil's parent in accordance with the Individuals with Disabilities Education Act ("IDEA") and

state law. For all other pupils enrolled in an OCDE Special Schools Program, the 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 teacher and/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 OCDE to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the District upon request. When requested by 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 OCDE is terminated.

# 7. <u>Integration/Inclusion Opportunities</u>

The Host District where OCDE Special Schools Programs operate often provide opportunities for pupils enrolled in an OCDE Special Schools Program to integrate with non-disabled typical peers during the school day. These opportunities are typically in non-core curriculum areas such as physical education, art, music, assemblies, recess and lunch. Some pupils enrolled in an OCDE Special Schools Program will participate in core curriculum activities for a portion of the school day in a program operated by the Host District, however, such pupils are supervised by OCDE staff at all times during such activities. In the event a pupil enrolled in an OCDE Special Schools Program is participating in core curriculum activities in a program operated by the Host District for more than fifty percent (50%) of the school day, the Host District will be reimbursed for any costs incurred resulting from such pupil's participation, upon OCDE's receipt of appropriate documentation of such costs.

## 8. Assessments/Independent Educational Evaluations

OCDE and District shall coordinate and collaborate in conducting assessments for pupils participating in an OCDE Special Schools Program. In the event OCDE staff is not available to conduct a requested assessment, OCDE shall notify the District and/or District's SELPA to assist in conducting such assessment(s). In the event a referral is made by a pupil's IEP team or a pupil's parent/guardian for an educationally related mental health services ("ERMHS") assessment, OCDE shall immediately notify the District, and the District shall determine how to proceed with the requested ERMHS assessment.

In the event a request is made for an independent educational evaluation ("IEE"), OCDE shall immediately forward such request to the District and the District, in collaboration with OCDE, shall determine how to respond to the request for an IEE. If the District receives a request for assessment or IEE for a student referred to or enrolled in an OCDE Special Schools Program, the District shall immediately notify OCDE of the request and collaborate with OCDE as to how to respond. OCDE and/or the District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

# 9. Pupil Count

A count shall be taken of the number of pupils enrolled in OCDE's Special Schools Program as of the first day of each calendar month, July 1, 2023 through June 1, 2024. A pupil shall be counted as "enrolled" in an OCDE Special Schools 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 an OCDE Special Schools Program,

whichever occurs sooner. Pupils continuing in an OCDE Special Schools 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 district of residence. In the event a pupil withdraws from an OCDE Special Schools Program after the first day of the month, the District will be billed for the entire month consistent with the funding provisions in Section 11. If a continuing pupil has not attended school by the eleventh (11<sup>th</sup>) day of the first school month, OCDE shall notify the district of residence and a determination shall be made regarding continuing enrollment. In the event either OCDE or District are informed that a pupil has been withdrawn by the parent from an OCDE Special Schools Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from an OCDE Special Schools Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year. When a student exits the OCDE Special Schools Program, OCDE shall return the hard copy of the student's cumulative student records file to the District and transfer the SEIS file back to the district, if applicable.

#### 10. Definitions

- a. "Special Education Fiscal Advisory Committee" shall be a committee comprised of the Orange County Special Education Local Plan Area Directors, Chief Business Officials representing each SELPA and OCDE representatives including the Chief of Special Education Services Division, Director of Special Schools and Programs, Business Administrator, and the Assistant Superintendent of Business Services, or designee.
- b. "Regional Special Education Programs" are the special education classes and support services operated by OCDE for pupils with the most significant disabilities, including

pupils who are medically fragile, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances, and other eligible pupils.

- c. "Regional Deaf/Hard of Hearing (D/HH) Program" shall include classes and services operated by OCDE for pupils who are Deaf and Hard of Hearing and learn through total communication, utilizing sign language, note-takers, oral speech and residual hearing.
- d. "Regional Oral Deaf Program" shall include classes and services operated by OCDE for pupils who are Deaf and Hard of Hearing and who learn through oral and written communication using oral speech, speech reading, residual hearing, auditory devices and cochlear implants.
- e. "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 OCDE Special School Programs under this Agreement. For the purposes of this Agreement:
- f. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of OCDE Special Schools Programs.
- g. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.
- h. "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.

#### 11. Funding

In consideration of the enrollment of pupils in special education programs conducted by OCDE, the SELPA and/or the school district transferring pupils to the regional programs operated by OCDE agree to pay the average cost per pupil based on expenditure categories and ratios reviewed by the Special Education Fiscal Advisory Committee and shall provide for program funding as follows:

- a. The District shall be responsible for the Average Cost per Pupil in an OCDE Special Schools Program, including the Regional Deaf/Hard of Hearing Program, multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils, including, but not limited to Revenue Limit, AB 602 funds, and federal IDEA Local Assistance Grant funds. The District shall be responsible for the Average Cost Per Pupil in the Regional Oral Deaf Program multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils, including, but not limited to Revenue Limit, AB 602 funds, and federal IDEA Local Assistance Grant funds.
- b. Special Circumstance Assistant ("SCA"). The 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 District.
  - c. The following documents shall be used as a basis for all figures reported:
    - (1) Various Program Cost Reports;
    - (2) State Form 01; and,
    - (3) In-House Accounting Reports.

- d. OCDE Special Schools Program income and expenditures shall be listed in accordance with The California School Accounting Manual Standardized Account Code Structure for Special Education as of April 19, 1999, with a summary page as shown in Appendix A, incorporated herein.
- e. Indirect cost for Special Education Programs operated by OCDE shall be at the state approved rate not to exceed seven and one-half percent (7.5%) of total Program expenditures.
- f. OCDE shall bill the District on a monthly basis and forward invoices to the District's accounting department.

# 12. Related Services/Designated Instructional Services (DIS)/Supplementary Aids

OCDE provides the following related services as part of its Special Schools Programs: Speech-Language Pathology Services, Adapted Physical Education, Physical Therapy, Occupational Therapy, Health and Nursing, Specialized Physical Health Care, Vocational Counseling, Adult Transition, Assistive Technology/Alternative Augmentative Communication, Vision Training, Orientation and Mobility, Behavior Management/Intervention and Psychological Counseling. In addition to the above, as part of its Regional D/HH Program and Regional Oral Deaf Program, OCDE provides Audiological services and Sign Language Interpreters. Any other related services or supplementary aids necessary for the pupil to benefit from the special education program, including but not limited to ERMHS and low incident services and equipment, shall be provided by the District or as otherwise agreed to by OCDE and the District. Interpreter services at IEP team meetings and/or translation of documents shall be

provided by the District or as otherwise agreed to by OCDE and the District. In addition, OCDE shall separately bill the District for the services provided by an SCA as required by the pupil's IEP.

#### 13. 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 District representative who is authorized by the District's Director of Special Education to approve or disapprove the allocation of specified 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 District or as otherwise agreed to by OCDE and the District. In the event the pupil is hospitalized in a facility located outside of the District, it is the District's responsibility to inform the parent that instruction will be provided in accordance with Education Code sections 56167, 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from OCDE in order for the District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event OCDE and the District agree that OCDE will provide in-home or hospital instruction to the pupil, OCDE shall separately bill the District for such services.

# 14. Transportation

# a. Transportation by the Orange County Department of Education

The District shall provide transportation for its pupils participating in an OCDE Special Schools Program unless otherwise agreed between the District and OCDE. In the event OCDE agrees to transport a pupil, the District shall be responsible for the difference between the Direct and Direct Support Cost of home-to-school transportation as shown on the annual State Transportation Report plus one percent (1%) indirect support costs and the state transportation allocation received by the OCDE on a per pupil basis pursuant to Appendix B, incorporated herein. The District shall pay for the full cost of one-on-one transportation assistants as specified in the pupil's IEP. In the event OCDE is transporting five (5) or more District pupils from one (1) Special Schools Program site, the District shall provide OCDE written notice on or before December 1 of each year of any proposed changes in the number of students requiring OCDE transportation for the following school year. Absent appropriate notice from the District of any proposed change in transportation for the following school year, the District may be solely responsible for funding the costs related to such change in transportation. Similarly, OCDE shall provide the District written notice on or before December 1 of each year of any proposed changes in OCDE's transportation services, not including cost projections, for the following school year.

# b. Transportation by District

Districts transporting pupils to an OCDE Special Schools 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 District for additional costs incurred by OCDE related to such delays.

# 15. Due Process and Complaints

OCDE and District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in an OCDE Special Schools Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event OCDE is named as the sole LEA in a due process complaint, OCDE and District agree that District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

OCDE and 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.

# 16. Estimated Billing

The estimated billing for 2023-2024 will be based on actual information for 2022-2023 plus COLA as set forth in the most current State Budget plus any budgeting projections for step and column, and salary and benefit increases.

#### 17. Final Accounting

An accounting accompanied by completed Appendices A and B with appropriate supporting documentation shall be sent to each District by September 15 of the following year. In addition, OCDE shall provide a quarterly expenditure report to the District's Director of Special Education. Corrections to prior year OCDE Special Schools Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the District affected by the correction or adjustments.

#### 18. Projected Enrollment/Facilities and Staffing Needs

In order to assist OCDE in planning for both facilities and staffing needs for its programs, each District shall submit to OCDE, in writing, on or before December 1 of each year, the projected number of pupils expected to be transferred to OCDE programs for special education and support services in the following school year. Absent a projection, the number of District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by OCDE for the following school year. In the event the District intends to withdraw five (5) or more pupils from a specific OCDE Special Schools Program site or enroll five (5) or more pupils in a specific OCDE Special Schools Program site for the following school year, the District shall notify OCDE in writing of such intention on or before December 1 of each year. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration. Absent appropriate notice from the District of any proposed change in enrollment in an OCDE Special Schools Program site for the following school year, the District may be solely responsible for funding the costs related to such change in enrollment.

If the District is a Host District for any OCDE Special Schools Program, the District shall submit to OCDE, in writing, on or before December 1 of each year, notice of any proposed facilities projects, including but not limited to modernization or new construction projects at the school site where the OCDE Special Schools Program is located, as well as any potential impact such projects may have on the operation of an OCDE Special Schools Program, including opportunities for integration with typical peers at the Host District school site. In the event any such project would require relocation of an OCDE Special Schools Program, the District shall provide OCDE with at least one (1) year prior written notice to allow OCDE sufficient time to plan accordingly. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration.

In the event OCDE intends to close an OCDE Special Schools Program in which District pupils are enrolled, OCDE shall notify the District in writing of such intention on or before December 1 of each year.

#### 19. Program Cost for 2023-2024

On or before fifteen (15) days after the release of the May revise each year, the Orange County Superintendent of Schools shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average Cost per Pupil for pupils enrolled in OCDE Special Schools Programs based on the Projected Enrollment data, and provide it to District Student Services and Business Directors.

## 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 be 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;

OCDE:

Orange County Department of Education

Special Education Division

200 Kalmus Drive Costa Mesa, CA 92626

Attn: Analee Kredel, Chief, Special Education Services

Fax: (714) 545-6312 Phone: (714) 966-4129 Email: AKredel@ocde.us

District:

Anaheim Union High School District

501 North Crescent Way Anaheim, CA 92803 Attn: Jaron Fried

Assistant Superintendent, Ed. Division

Fax: (714) 520-9754 Phone: (714) 999-3528

Email: Fried J@auhsd.us

#### 21. No Waiver

The failure of OCDE 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.

# 22. <u>Hold Harmless</u>

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the District, OCDE agrees to hold harmless, indemnify and defend the 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 OCDE'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 OCDE, the District agrees to hold harmless, indemnify and defend OCDE 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 District's performance of services during the term of this Agreement.

# 23. 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.

# 24. Applicable Law

This Agreement is governed by California state and federal law with venue in Orange County, California, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

# 25. 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 and electronic signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

| APPROVED BY:   |   |  |  |  |
|--|---|--|--|--|
| ORANGE COUNTY SUPERINTENDENT OF SCHOOLS                      | Anaheim Union High School District  |  |  |  |
| OCDE – [NAME]  | DISTRICT - [NAME]   |  |  |  |
| BY:  | BY:   |  |  |  |
| (Authorized Agent)   | (Authorized Agent) Dr. Jaron Fried  |  |  |  |
| DATE:  | DATE: 8/11/23   |  |  |  |
| DATE APPROVED BY COUNTY<br>SUPERINTENDENT OR DISTRICT BOARD: | APPROVED AS TO FORM: DATE 5 30 23   |  |  |  |
| cc: SELPA  | LYSA M. SALTZMAN, COUNSEL ORANGE COUNTY DEPARTMENT OF EDUCATION BY ATTORNEY |  |  |  |

### **Orange County Department of Education Special Schools Program**

| 2023-2024 Adopted Budget   | Object | 2021-22       | 2022-23           | 2022-23                     | 2023-24           |
|--|--------|---------------|-------------------|-----------------------------|-------------------|
| 2021-22 Actual Enrollment 384.98<br>2022-23 Avg 385.20 (402 Currently)<br>2023-24 Projected Enrollment 395 | Code   | Actuals       | Adopted<br>Budget | Estimated<br>Actuals Budget | Adopted<br>Budget |
| Restricted Fund Balance Low Incidence  | 9791   | 148,626       | 147,326           | 144,326                     | 145,313           |
| Reserve for Economic Uncertainty   | 9791   | 970,102       | 1,048,889         | 1,126,486                   | 1,104,570         |
| Total Beginning Balance  | 9791   | 1,118,728     | 1,196,215         | 1,270,812                   | 1,249,883         |
| Revenue  |        |               |                   |                             |                   |
| Prin Apport State Aid-Prior Year   | 8019   |               |                   |                             |                   |
| AB602 Allocation   | 8097   | 1,680,960     | 1,682,745         | 1,721,872                   | 1,711,269         |
| AB602 Allocation   |        | 1,680,960     | 1,682,745         | 1,721,872                   | 1,711,269         |
| Prior Year Apportionment   | 8319   | (10)          |                   |                             |                   |
| Other State Revenue  | 8590   | (10)          |                   |                             |                   |
| Other State Revenue  |        |               |                   |                             |                   |
| Interagency Fees Bill Back to Districts  | 8677   | 23,575,955.34 | 25,538,517        | 25,031,817                  | 27,836,891        |
| Interagency Fees Special Circumstance Aids   | 8677   | 5,628,891.30  | 6,164,421         | 5,890,760                   | 5,890,760         |
| Interagency Fees - Contracts   | 8677   | 76,924.85     | 60,000            | 60,000                      | 60,000            |
| Registration & Misc. Fee   | 8689   |               |                   |                             |                   |
| Other Local Revenue/EE contract  | 8699   | 30,581.69     |                   |                             |                   |
| Other Revenue/Tuition  | 8710   | 3,580,407.00  | 3,954,877         | 3,815,284                   | 4,006,048         |
| Tuition - Prior Year   | 8711   |               | 2                 |                             |                   |
| Other Local Revenue  |        | 32,892,760.18 | 35,717,815        | 34,797,861                  | 37,793,699        |
| Contribution from Unrestricted   | 8980   |               |                   |                             |                   |
| Contribution for Indirect  | 8981   | 557,721.87    | 635,272           | 622,908                     | 661,151           |
| Contribution frm Special Ed/absence factor   | 8986   | 441,951       | 441,951           | 441,951                     | 441,951           |
| Contribution from Restricted   | 8990   | 29,523.45     | 29,523            | 29,930                      | 29,930            |
| Contribution to Restricted Routine Maint.  | 8991   | (580,935)     | (580,935)         | (624,728)                   | (624,728)         |
| Contribution to Food Services  | 8992   | (149,587.90)  | (302,229)         | (191,739)                   | (216,832)         |
| Contribution to Special Ed   | 8993   |               | -                 |                             |                   |
| Total Contributions  |        | 298,673.42    | 223,582           | 278,322                     | 291,472           |
| Total Revenue  |        | 35,991,111    | 38,820,356        | 38,068,868                  | 41,046,322        |

### Orange County Department of Education Special Schools Program

| 2023-2024 Adopted Budget   | Object    | 2021-22       | 2022-23           | 2022-23                     | 2023-24           |
|--|-----------|---------------|-------------------|-----------------------------|-------------------|
| 2021-22 Actual Enrollment 384.98<br>2022-23 Avg 385.20 (402 Currently)<br>2023-24 Projected Enrollment 395 | Code      | Actuals       | Adopted<br>Budget | Estimated<br>Actuals Budget | Adopted<br>Budget |
| Expenditures   |           |               |                   |                             |                   |
| Teachers Salaries  | 1100      | 5,861,160.56  | 6,183,735         | 6,412,006                   | 6,931,664         |
| Pupil Support Salaries   | 1200      | 1,309,087.05  | 1,358,782         | 1,373,845                   | 1,422,706         |
| Supervisor/Administrators  | 1300      | 1,182,454.57  | 1,185,736         | 1,141,497                   | 1,299,021         |
| Other Certificated   | 1900      | 1,410,415.73  | 1,450,626         | 1,421,171                   | 1,405,135         |
| Total Certificated   |           | 9,763,117.91  | 10,178,879        | 10,348,519                  | 11,058,526        |
| Instructional Assistants   | 2100      | 7,597,544.06  | 8,309,150         | 8,256,429                   | 8,523,369         |
| Classified Support Salaries  | 2200      | 756,842.57    | 854,108           | 791,438                     | 935,722           |
| Supervisors/Managers   | 2300      | 571,665.05    | 589,812           | 613,930                     | 608,939           |
| Clerical/Technical   | 2400      | 764,955.08    | 916,615           | 832,981                     | 947,480           |
| Short term Sub   | 2900      | 150.00        | 3,977             | 2,477                       | 775               |
| Total Classified   |           | 9,691,156.76  | 10,673,662        | 10,497,255                  | 11,016,285        |
| STRS/PERS  | 3100-3200 | 3,868,262     | 4,567,560         | 4,609,291                   | 4,879,905         |
| Medicare and PARS  | 3300      | 278,923.04    | 318,972           | 331,248                     | 335,208           |
| Health and Welfare   | 3400      | 4,701,122.73  | 5,251,790         | 4,637,709                   | 5,448,891         |
| Unemployment   | 3500      | 100,204.46    | 104,554           | 109,016                     | 44,965            |
| Worker's Comp  | 3600      | 420,132.57    | 449,608           | 480,783                     | 487,452           |
| Life Insurance/Other   | 3900      | 271,435.22    | 30,699            | 132,358                     | 132,711           |
| Total Benefits   |           | 9,640,080.45  | 10,723,183        | 10,300,405                  | 11,329,132        |
| Textbooks  | 4100      |               | 1,500             | 7                           |                   |
| Other Books  | 4200      | 237           | 1,530             | 80                          | 80                |
| Materials and Supplies   | 4300      | 254,537.23    | 1,446,937         | 1,145,509                   | 1,682,844         |
| NonCapitalized Equipment   | 4400      | 12,626.52     | 41,913            | 30,300                      | 29,713            |
| Total Books and Supplies   |           | 267,400.71    | 1,491,880         | 1,175,889                   | 1,712,637         |
| Travel and Conference  | 5200      | 106,806.26    | 74,598            | 95,578                      | 100,888           |
| Dues and Membership  | 5300      | 1,782         | 4,694             | 2,435                       | 4,585             |
| Utilities  | 5500      | 167,196.15    | 184,500           | 191,500                     | 193,100           |
| Rents/Leases/Repairs   | 5640      | 313,189.79    | 330,702           | 286,702                     | 289,200           |
| Repairs/Maintenance  | 5600      | 21,690.90     | 65,792            | 47,474                      | 51,294            |
| Transfer of Direct Costs   | 5700      | 63,902.80     | 82,324            | 48,893                      | 49,263            |
| Professional/Consulting Services   | 5800      | 147,642.63    | 403,774           | 567,795                     | 415,084           |
| Communications   | 5900      | 127,051.22    | 125,079           | 108,324                     | 106,964           |
| Total  |           | 949,261.75    | 1,271,463         | 1,348,701                   | 1,210,378         |
| Improvement on Sites   | 6100      |               |                   |                             |                   |
| Buildings  | 6200      |               |                   |                             |                   |
| Capitalized Equipment  | 6400/6500 |               |                   |                             | THE SHAPE         |
| Total  |           |               |                   |                             |                   |
| Support Costs  | 7340      | 2,273,262.02  | 2,575,205         | 2,525,308                   | 2,724,522         |
| Support Contributions  | 7341      | 557,721.87    | 635,272           | 622,908                     | 661,151           |
| Total Support  |           | 2,830,983.89  | 3,210,477         | 3,148,216                   | 3,385,673         |
| Total Expenditures   |           | 33,142,001.47 | 37,549,544        | 36,818,985                  | 39,712,631        |
| Restricted Fund Balance Low Incidence (CC 4347)  | 9780/9740 | 147,813.04    | 144,326           |                             | 142,313           |
| Reserve for Economic Uncertainty   | 9780/9740 | 994,260       | 1,126,486         |                             | 1,191,379         |
| Ending Fund Balance  |           | 2,849,110     | 1,270,812         |                             | 1,333,692         |
| Total Bill Back  |           | 21,868,908    | 25,538,517        | 25,031,817                  | 27,836,891        |
| Average Enrollment   |           | 384.98        | 393               |                             | 395               |
| Estimated Bill Back per Pupil  |           | 56,805        | 64,984            |                             | 70,473            |
| Proposed Refund to District per pupil  |           | 4,434.09      |                   |                             |                   |

Exhibit A BOT Page 20 5/17/2023

# **Special Schools Transportation**

|  | 2023-24         |  |  |
|--|-----------------|--|--|
|  |                 |  |  |
| 1. Average number of pupils transported      | 242             |  |  |
| 2. Maximum number of billable days           | 202             |  |  |
| 3. Classified Salaries                       | \$<br>133,922   |  |  |
| 4. Employee Benefits                         | \$<br>60,926    |  |  |
| 5. Supplies                                  | \$<br>50        |  |  |
| 6. Travel/Conferences/Dues/Memberships       | \$<br>_         |  |  |
| 7. Other Expenses                            | \$<br>50        |  |  |
| 8. Contracts with Private Contractors (5100) | \$<br>6,862,507 |  |  |
| 9. Payments to Private Carriers (5830)       | \$<br>25,000    |  |  |
| 10. Other Services/Operating Expenses        | \$<br>-         |  |  |
| 11. Equipment/Replacement                    | \$<br>-         |  |  |
| 12. Therapy Transportation                   | \$<br>-         |  |  |
| Subtotal Direct Costs                        | \$<br>6,862,507 |  |  |
|  |                 |  |  |
| 13. Direct Support costs                     | \$<br>219,948   |  |  |
| 14. Indirect Support Costs @ 1%              | \$<br>2,199     |  |  |
| 15. Total Transportation Cost Allocation     | \$<br>7,084,655 |  |  |
| 16. State Transportation Entitlement         | \$<br>1,759,912 |  |  |
| Total  | \$<br>1,759,912 |  |  |
| 17. Excess Transportation Cost               | \$<br>5,324,743 |  |  |
| 17a. *Per Pupil Excess Cost Line17/Line1     | \$<br>22,003    |  |  |
| 17b. *Per Day Excess Cost Line17a/Line2      | 108.93          |  |  |

<sup>\*</sup>Per Pupil cost is an estimate, actual cost is determined by average daily rate X # of days Note: If we receive additional funding for transportation, the cost will be reduced.



#### SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into as of the 1st day of July 2023 between Paradigm Healthcare Services, LLC, a California Limited Liability Company ("Paradigm") and Anaheim Union High School District, a Local Education Agency ("Client"). This Agreement shall commence on the date first set forth above and shall continue in full force and effect through June 30, 2026 ("Initial Term") subject to the termination provisions set forth in Paragraph, "Termination." Unless either party sends written notice to the other party at least 60 days prior to the end of the Initial Term or any subsequent term, this agreement shall automatically renew for an additional year on each July 1 following the Initial Term, subject to termination provisions herein. The phrase "Term of the Agreement" shall refer to the Initial Term and any subsequent renewal period. The phrase "Fiscal Year" as used in this Agreement shall refer to the period July 1 through June 30. The Agreement will govern activities required to be performed by either party to complete obligations undertaken under this Agreement, regardless whether those activities are to be performed during or after the Term of the Agreement.

#### **RECITALS**

Paradigm is engaged in the business of providing software services and Medicaid direct service and administrative claiming services to local education agencies, local governmental agencies, school districts, County offices of education, and local education consortia within the State of California.

Client desires to retain Paradigm, and Paradigm desires to be retained by Client, to provide the services described in in the attached Statements of Work and Terms of Service.

# STATEMENT OF WORK LEA BILLING CLAIMS MANAGEMENT SERVICES

#### **Program Implementation Services**

- 1. Paradigm will assist Client with all start-up documentation and any renewal agreements required by the California Department of Health Care Services ("DHCS") to enroll Client as a Medi-Cal Provider, and establish Paradigm as the Client agent for purposes of submitting reimbursement requests under this Agreement.
- 2. Paradigm will work with Client to assess program potential, establish provider and site databases for effective service tracking, and provide implementation training to Client program coordinator(s). This implementation process will be designed to identify areas of reimbursement and to facilitate an effective partnership between the Client and Paradigm.

#### **Training and Materials**

- 1. Paradigm will provide training to Client's program coordinator(s) and healthcare providers as part of the initial contract implementation and at least annually thereafter. Training will include the following subject areas: DHCS audit requirements for Client's LEA billing program; all necessary information and procedures for submitting Client billing data to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.
- 2. Paradigm will provide Client personnel with all necessary training materials containing a detailed review of the rules and regulations governing the LEA Billing program. At Client's request Paradigm will also make available its proprietary "provider forms" for use in documenting the delivery of healthcare services.

#### **Interim Claims Preparation and Submission**

Eligibility. Upon the commencement of LEA Billing Services under this Agreement and quarterly thereafter during the
Term of the Agreement, Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility
and identify Medi-Cal numbers within limits imposed by the DHCS and county governments. Eligibility match
information will be retained by Paradigm and will be used solely to provide services hereunder subject to all the
confidentiality provisions provided in the Agreement.

#### 2. Claims Submittal.

- 2.1. Paradigm will make reasonable efforts to submit each LEA Medi-Cal billing claim eligible for submission pursuant to California law or regulation within thirty (30) days of receipt from Client of all information necessary for processing that claim. Paradigm will also make reasonable efforts to bill retroactive claims existing at the commencement of this Agreement so as to minimize revenue lost due to Medi-Cal's one (1) year billing limit.
- 2.2. Paradigm shall make reasonable efforts to verify the completeness and accuracy of information underlying the claims it submits on Client's behalf. Due to the volume of data being processed from manual data entry forms and the necessity of correlating student records from several databases maintained by Paradigm, it is inevitable that some requests for reimbursement (or categories of requests or patients) will be denied or reduced due to incorrect or incomplete supporting data or healthcare insurance information. Paradigm will make reasonable efforts to minimize such denials or reductions. Client acknowledges that such denials are inherent in the LEA billing process, and will not constitute a breach of Paradigm's obligations under this Agreement. Client's sole

- and exclusive remedy for any such denial or reduction in reimbursement is to request that Paradigm re-bill such claims. Paradigm will determine in its sole and absolute discretion if such rebilling is reasonable and cost effective. Except as set forth in this paragraph, Paradigm shall not be liable, and Client shall have no remedy, for any denial or reduction in reimbursement to Client for healthcare or administrative services.
- 2.3. Paradigm shall make reasonable efforts to submit all operational plans and claims made thereunder in a timely manner. However, Paradigm shall not be responsible in any way in the event that any operational plan or any claim made thereunder is submitted late or incomplete directly or indirectly because of the failure or delay by Client or its employees, students, agents or independent contractors in making all necessary information available to Paradigm, or any third party's failure or delay in submitting documentation to the DHCS.
- 3. <u>Review and Resubmittal</u>. Paradigm will monitor the submittal and payment process, review denials, suspensions, and holds, as reported by DHCS, and make reasonable efforts to resolve any challenged Client reimbursement claim.
- 4. <u>Management Reports and Program Analysis</u>. Paradigm will provide Client with periodic management reports using provider, procedure, and/or site parameters. The frequency of such reports will be determined by mutual agreement of Paradigm and Client, but in any event shall occur no less frequently than quarterly.

# **Coordination with Client**

- 1. <u>Information Sharing</u>. Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.
- 2. <u>Audit and Site Visit Support.</u> Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.
- 3. <u>Paradigm Technologies Software</u>. Paradigm will make available its proprietary web-based software to assist Client Program Coordinator(s) with managing the FERPA parent consent status of students, provider profiles, and service authorizations. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

#### Client's LEA Billing Claims Management Service Obligations

- 1. <u>Program Coordinator(s)</u>. Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.
- 2. <u>Provider Logs</u>. Client will maintain complete and accurate provider logs of all healthcare services provided by Client and will return the completed logs to Paradigm at the end of each month.
- 3. Student Data. Upon commencement of the Agreement and monthly thereafter, Client will provide Paradigm with a file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.
- 4. Official RMTS Participant Roster (TSP). On the last day of the first month of the fiscal quarter, Client will submit to Paradigm the official RMTS participant roster (referred to as the TSP List in the California State RMTS manual).

# **LEA Billing Claims Management Services Fees**

- Standard Fee Per Approved Service. Paradigm fees for Client LEA Billing claims submitted or originating during the
  Term of the Agreement will consist of a standard fee for each claimed service that DHCS approves for interim
  reimbursement ("Interim Approved Claim"). The schedule of Paradigm's standard fees for Interim Approved Claims is
  set forth in the attached Standard Fee Schedule subject to adjustment in accordance with the terms of following
  paragraphs.
- 2. <u>Effect of Increase in Reimbursement Rates</u>. In the event the Federal Medical Assistance Percentage (FMAP) increases or decreases, or DHCS increases or decreases the reimbursement rates to Client for any LEA Billing service interim claim during the Term of this Agreement, Paradigm's standard fee for such services will simultaneously and without requirement of prior notice to Client increase or decrease by the same percentage as the percentage DHCS increase or decrease.
- 3. <u>Cap on Paradigm Fees</u>. Paradigm's fees for LEA Billing Claims Management Services in any Fiscal Year will be capped according to the dollar value of Client's Interim Approved Claims. Notwithstanding any other provision, the total fees payable to Paradigm based on Interim Approved Claims during any Fiscal Year will not exceed 7% of the dollar value of Interim Approved Claims.
- 4. <u>Application of Fiscal Year Limits</u>. For purposes of computing Paradigm's fees and fee caps for LEA Billing Claims Management Services, the date of an Interim Approved Claim will be the warrant date of the Remittance Advice Details ("RAD") issued by DHCS granting interim approval of the claim, regardless of when the claim originates or is submitted by Paradigm to DHCS for payment, and regardless of when or whether Client receives payment for the approved claim by DHCS. Paradigm will invoice Client monthly based on Interim Approved Claims identified in DHCS RADs.
- 5. Approval of Interim Approved Claims After the Termination of the Agreement. Nothing in this Agreement shall constitute a limitation or waiver of Paradigm's entitlement to receive fees based on Interim Approved Claims submitted pursuant to this Agreement whose date of interim approval is after the termination of this Agreement. Paradigm will prepare and submit to DHCS for reimbursement all Client LEA Billing claims arising from services provided by Client prior to termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval of such claims or part thereof by DHCS. Such claims for reimbursement shall be documented and submitted to Paradigm for submittal to DHCS within six (6) months after the earlier of expiration or termination of this Agreement.
- 6. Substitution of Alternative Methodology and/or Fee Terms. In the event that any LEA Billing fee arrangements or and part thereof are or become inconsistent with applicable federal or state laws or regulations, or court order, or that any time survey methodology other than RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

# Standard Fee Schedule - LEA Billing Claims Management Services

"Max Interim \$s to Client" below lists the maximum interim claim value per unit, according to *current* Medi-Cal reimbursement rates, when performed by a qualified provider; however, not all interim claims will be reimbursed at these rates. Paradigm's fees for Interim Approved Claims will be capped, not to exceed 7% of the dollar value of Interim Approved Claims.

| Provider Type                                    | Service    | Max Interim \$s<br>to Client | Paradigm<br>Standard Fee |
|--|------------|------------------------------|--------------------------|
| Audiologist                                      | Assessment | \$ 122.40                    | \$ 15.01                 |
| Audiologist                                      | Treatment  | \$ 56.11                     | \$ 6.88                  |
| Health Aide                                      | Treatment  | \$ 5.28                      | \$ 0.65                  |
| Licensed Vocational Nurse                        | Treatment  | \$ 6.15                      | \$ 0.75                  |
| School Nurse, NP, PHN                            | Assessment | \$ 84.10                     | \$ 10.31                 |
| School Nurse, RN, NP, PHN                        | Treatment  | \$ 12.02                     | \$ 1.47                  |
| School Counselor                                 | Assessment | \$ 12.87                     | \$ 1.58                  |
| School Psychologist                              | Assessment | \$ 308.84                    | \$ 37.87                 |
| School Psychologist, Licensed MFT, Lic./Cred. SW | Treatment  | \$ 47.18                     | \$ 5.79                  |
| Associate Marriage Family Therapist              | Treatment  | \$ 19.36                     | \$ 2.37                  |
| Licensed MFT, Lic./Cred. SW                      | Assessment | \$ 12.87                     | \$ 1.58                  |
| Associate Clinical Social Worker                 | Treatment  | \$ 19.36                     | \$ 2.37                  |
| Speech-Language Pathologist                      | Assessment | \$ 67.08                     | \$ 8.22                  |
| Speech-Language Pathologist                      | Treatment  | \$ 42.35                     | \$ 5.19                  |
| Speech-Language Therapy Assistant                | Treatment  | \$ 17.60                     | \$ 2.16                  |
| Occupational Therapist                           | Assessment | \$ 141.32                    | \$ 17.33                 |
| Occupational Therapist                           | Treatment  | \$ 46.61                     | \$ 5.72                  |
| Occupational Therapy Assistant                   | Treatment  | \$ 20.06                     | \$ 2.46                  |
| Physical Therapist                               | Assessment | \$ 145.40                    | \$ 17.83                 |
| Physical Therapist                               | Treatment  | \$ 40.39                     | \$ 4.95                  |
| Physical Therapy Assistant                       | Treatment  | \$ 16.89                     | \$ 2.07                  |
| Registered Dietician, Respiratroy Therapist      | Assessment | \$ 12.02                     | \$ 1.47                  |
| Registered Dietician, Respiratroy Therapist      | Treatment  | \$ 12.02                     | \$ 1.47                  |
| O&M Spcialist                                    | Assessment | \$ 12.27                     | \$ 1.50                  |
| O&M Spcialist                                    | Treatment  | \$ 12.27                     | \$ 1.50                  |
| Target Case Management                           | Treatment  | \$ 12.02                     | \$ 1.47                  |
| Transportation                                   |            | \$ 10.20                     | \$ 1.25                  |

# STATEMENT OF WORK SOFTWARE AS A SERVICE

#### Software as a Service

- 1. <u>Features & Services</u>. Paradigm will provide access to Client and Client's authorized users its Software, Student Health Network ("SHN"), including at Client's option, add-on features and services (hereinafter referred to as "Features"), as noted in the Software Features & Fee Schedule. Access to any Paradigm Software requires acceptance of a separate, no-fee Online Software License Agreement found at Paradigm's website.
- 2. <u>Changes to Features</u>. Paradigm reserves the right to make changes to Features that it determines necessary or useful to: (1) maintain or enhance the quality or delivery of Features to Client, (2) maintain or enhance Software and Feature performance, and (3) comply with applicable law and Medicaid claiming policies.

#### **Coordination with Client**

- 1. <u>Support</u>. Paradigm will provide a Care Center available for the use of Client and all Client's authorized users. The Care Center is accessible via toll-free phone and email during normal business hours.
- 2. <u>Software Coordinator(s)</u>. Client will make available designated personnel to assist with the implementation of Paradigm's Software, and coordinate with Client's individual end users.
- 3. <u>Authorized Users</u>. Client shall be responsible for managing access to the Software and Features by its authorized users. The Client shall have the right to grant and revoke access to the Software and Features to its authorized users as it deems appropriate. The Client shall ensure that its authorized users comply with the terms and conditions of this Agreement.
- 4. <u>Student Data</u>. Upon commencement of the Agreement and monthly thereafter, Client will provide Paradigm with a file in a format specified by Paradigm of all student data reasonably requested by Paradigm in connection with its performance under this agreement from Client's computer systems or from the computer systems of the individual schools Client comprises.

#### Software Fees

- 1. Fees for Software and Features are detailed in the attached Software Features & Fee Schedule.
- 2. Client will be invoiced as follows:
  - 2.1. <u>Setup Fees and Maintenance Fees</u>. If applicable, Setup Fees will be invoiced within 30 days of activation of Feature and will be due and payable within the thirty (30) days of the invoice date. Maintenance Fees, if applicable, will be due and payable on an annual basis, invoiced on July 1st of each remaining Fiscal Year during the Term of Agreement after the year in which Setup Fees were paid.
  - 2.2. <u>Annual License Fees</u>. Annual License Fees are applicable to each Fiscal Year during the Term of the Agreement. Annual License Fees will be assessed each July 1 and divided into equal monthly installments for the duration of the Fiscal Year. Each monthly installment will be due and payable within thirty (30) days of the invoice date. If a Feature with Annual License Fees is activated in the middle of a Fiscal Year, the Annual License Fee will be prorated for the remaining months until the next July 1, and will be divided into equal monthly installments for the remaining duration of the Fiscal Year.
  - 2.3. If client does not pay any amount due within 60 days, Paradigm reserves the right to terminate Client access to Features.

#### **Software Features & Fees Schedule**

Client is electing the following Features and Services as indicated below:

#### **Student Health Network**

\$3.00 / annual

Quantity 27748

Basic EHR features allowing providers to document screenings, assessments, treatments, and consultations; cost basis is CBEDS enrollment; annual fees are assessed each Fiscal Year, divided into equal monthly installments

Fee Type Annual License Fees

Discount 50 %

Total \$41,622.00 / annual

#### **Complete End User Support**

\$0.00 / annual

Quantity 1

Online training materials; help desk support via toll-free phone and email; unlimited access

Total \$0.00 / annual

# **Student Wellness & Supports Features**

\$1.00 / annual

Quantity 0

Advanced case management and referral tracking features, behavioral/mental health plan builder, and advanced reporting; cost basis is CBEDS enrollment; annual fees are assessed each Fiscal Year, divided into equal monthly installments

Fee Type Annual License Fees

Total \$0.00 / annual

#### Vaccine Records Management Module

\$0.50 / annual

Quantity 0

Features allow users to enter historical vaccine records; track vaccine exemptions; and run vaccine compliance reports; cost basis is CBEDS enrollment; annual fees are assessed each Fiscal Year, divided into equal monthly installments

Fee Type Annual License Fees

Total \$0.00 / annual

#### Vaccine Historial Data Import

\$2,500.00

Quantity 0

One-time historical data alignment and data import; fees invoiced upon completion

Fee Type Setup Fees

Total **\$0.00** 

#### **Integration with CAIR**

\$2,000.00

Quantity 0

Setup of bi-directional integration with California's Immunization Registry (CAIR); fees invoiced upon completion

Fee Type Setup Fees

Total \$0.00

#### **CAIR Integration Maintenance**

\$750.00 / annual

Quantity 0

Maintenance of bi-directional integration with California's Immunization Registry (CAIR); fees invoiced each July 1 following Setup

Fee Type Maintenance Fees

Total \$0.00 / annual

#### SIS Data API

\$5,000.00

Quantity 0

Application-based integration to retrieve select student data from Client's SIS; setup fee invoiced 30 days after Feature activation

Fee Type Setup Fees

Total \$0.00

#### SIS Data API Maintenance

\$750.00 / annual

Quantity 0

Maintenance of API to retrieve select student data from Client's SIS; ongoing maintenance fee invoiced each July 1 following Setup

Fee Type Maintenance Fees

Total \$0.00 / annual

#### **SSO** Activation

\$2,000.00

Quantity 0

Application-based integration with Client's Active Windows Director; one-time setup fee invoiced 30 days after Feature activation

Fee Type Setup Fees

Total **\$0.00** 

#### **SSO** Maintenance

\$750.00 / annual

Quantity 0

Maintenance of application-based integration with Client's Windows Active Directory; maintenance fees invoiced each July 1 following Setup

Fee Type Maintenance Fees

Total \$0.00 / annual

#### **Special Education Data API Activation**

\$5,000.00

Quantity 0

Application-based integration to retrieve select IEP-related data from Client's system; one-time setup fee; fees invoiced 30 days after Feature activation

Fee Type Setup Fees

Total **\$0.00** 

#### **Special Education Data API Maintanence**

\$750.00 / annual

Quantity 0

Maintenance of API to retrieve select IEP-related data from Client's system; ongoing maintenance fee invoiced each July 1 following Setup

Fee Type Maintenance Fees

Total \$0.00 / annual

### **COVID Case Management Module**

\$0.50 / annual

Quantity 0

Case management workflow for case handler, record of COVID-related communications and referrals, and reporting of quarantined students; cost basis is CBEDS enrollment; annual fees are assessed each Fiscal Year, divided into equal monthly installments

Fee Type Annual License Fees

Total \$0.00 / annual

One-time subtotal \$0.00

Recurring subtotal \$41,622.00 / annual

Total \$41,622.00

You'll save \$41,622.00

# STATEMENT OF WORK CRCS PREPARATION & SUBMISSION SERVICES

#### Paradigm's CRCS Preparation & Submission Services

- RMTS Participant Roster and Fiscal Data Processing. Paradigm will assist Client in processing the quarterly RMTS
  participant roster (referred to as the TSP List in the California State RMTS manual) and fiscal information needed to
  complete the annual Cost and Reimbursement Comparison Schedule ("CRCS") Workbook for each Fiscal Year
  applicable to the Term of the Agreement.
- 2. <u>Medi-Cal Eligibility Ratio</u>. Paradigm will use its proprietary algorithms and know-how to determine Medi-Cal eligibility and calculate the Medi-Cal Eligibility Ratio within limits imposed by the DHCS. Eligibility match information will be retained by Paradigm and will be used solely to provide services hereunder.
- 3. <u>CRCS Workbook Preparation</u>. Paradigm will compile all required data (including the Random Moment Tine Study Results) as provided by Client and prepare the annual CRCS Workbook in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal year, in accordance with the terms of the Agreement. Client will have final approval over the CRCS Workbook submission prepared by Paradigm.
- 4. <u>CRCS Workbook Submission</u>. Paradigm will coordinate the submittal of the CRCS Workbook to DHCS and provide information as requested by DHCS (including financial bridging documents and LEA eligible services "Production Log") as related to the CRCS Workbook prepared by Paradigm.
- 5. <u>Audit Support</u>. Paradigm will provide Client personnel with training on audit requirements and program compliance. In the event of a CRCS Workbook audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party (including preparing financial bridging documents and LEA eligible services "Production Log").

## **Client's CRCS Obligations**

- Fiscal Data Submittal. Client will submit to Paradigm, in a format specified by Paradigm, all fiscal elements needed to
  complete the CRCS Workbook for each provider for whom reimbursement is sought. Documentation will be submitted
  to Paradigm no later than sixty (60) days after the end of each Fiscal Quarter for which the CRCS Workbook is to be
  submitted.
- Official RMTS Participant Roster (TSP List). On the first day of the fiscal quarter, and again once the list has been recertified by Client's Regional Agency. Client will submit to Paradigm the official RMTS participant roster.
- 3. <u>Data Processing & CRCS Submittal</u>. Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of CRCS Preparation and Submission Services hereunder. In the event Client elects not to utilize Paradigm's services to prepare its annual CRCS Workbook, or fails to make available information necessary to timely complete the CRCS Workbook, Paradigm will not be liable in any manner for resulting termination of Client from participation in the LEA Billing Option or for any resulting disallowance of Client claims.

#### **CRCS Preparation & Submission Services Fees**

- 1. <u>CRCS Workbook Fees</u>. The fee for each CRCS Workbook prepared during the Term of the Agreement will be equal to the lesser of: (i) \$150.00 per employee or contractor used in the final calculation of "Total Net Personnel Costs" as reported on Worksheet A, or (ii) 1% of the "Total Medi-Cal Maximum Reimbursable Cost." Paradigm will invoice Client for CRCS Services upon completion of each CRCS Workbook.
  - 1.1. Client acknowledges that CRCS Workbooks will be audited, and the extent of the audit is determined by DHCS. Client also acknowledges that adjustments will be made to the CRCS Workbook as a result of the audit, and these adjustments are inherent in the CRCS process. Client acknowledges that any audit adjustments will not constitute a breach of Paradigm's obligations under this Agreement or limit Paradigm's entitlement to receive fees for CRCS Services pursuant to this Agreement.
  - 1.2. In the event that any CRCS fee arrangements, or and part thereof are or become inconsistent with applicable federal or state laws or regulations, or court order, or that any time survey methodology other than RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

#### **CRCS Termination**

Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's CRCS Services by written notice sent no later than sixty (60) days prior to the end of any Fiscal Year for which the CRCS Services would otherwise be provided under this Agreement.

# STATEMENT OF WORK SMAA PROGRAM CONSULTING SERVICES

#### Paradigm's SMAA Program Consulting Services

- 1. <u>Ongoing Consultation</u>. Paradigm will work with Client to assess program potential, and establish an optimized claim plan, which consists of review and analysis of all program participants and their fiscal eligibility. Ongoing consultation will be designed to identify areas of reimbursement and to facilitate Client's full participation in the MAA program.
- 2. <u>Training</u>. Paradigm will provide training to Client's program coordinator(s). Training will include the following subject areas: DHCS audit requirements for Client's MAA program; information and procedures for submitting MAA fiscal information to Paradigm; and "best practices" to implement and maintain an optimized, audit-ready program.
- 3. <u>Information Sharing</u>. Paradigm will provide Client with information regarding program policy, interpretation of policy, and regulatory updates as applicable. Quarterly "Bulletins" will be provided to Client's coordinator(s) to ensure timely communication about program changes and updates to Paradigm's systems and processes.
- 4. <u>Program Compliance Support</u>. Paradigm will provide Client personnel with training on audit requirements and program compliance, and will perform "compliance reviews" to assist the Client in maintaining audit records. In the event of a program audit or review, Paradigm will assist in preparing for and responding to the audit to the extent permitted by DHCS and or any other auditing party.
- 5. <u>Supplemental Support</u>. Paradigm will provide a "Client Care Center" available for the use of Client's program coordinator(s) and accessible by toll-free phone during regular business hours and by email. A Paradigm Help Desk will be available to Client program coordinator(s) and staff utilizing Paradigm's web-based software, accessible by toll-free phone during regular business hours and by email.
- 6. <u>Paradigm Technologies</u>. Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

#### **Client's SMAA Program Consulting Obligations**

- Program Coordinator(s). Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.
- MAA Operational Plan. Client will provide to Paradigm all pertinent information needed for assessing each MAA
   Operational Plan in a timely manner. Client will designate individuals to serve as Paradigm contacts for the collection of such information.
- Compliance. Client will comply with enabling legislation, regulations, administrative claiming process directives,
  policies, and program letters of the DHCS, as well as directives from the Lead County or Regional Agency, and with
  the terms of the approved MAA Operational Plan, which define allowable MAA and processes for appropriate MAA
  reimbursements.

#### **SMAA Program Consulting Fees**

The fee for MAA Program Consulting Services will be \$1,000 per month. Paradigm will invoice Client on a monthly basis during the Term of the Agreement.

# **SMAA Program Consulting Services Termination**

Notwithstanding anything to the contrary in this Agreement, Client may terminate Paradigm's MAA Consulting Services by written notice sent no later than sixty (60) days prior to the beginning of any Fiscal Year for which the MAA Consulting Services would otherwise be provided under this Agreement.

# STATEMENT OF WORK SMAA INVOICE PREPERATION & SUBMISSION SERVICES

#### Paradigm's SMAA Invoice Preparation & Submission Services

- Invoice Processing. Paradigm will assist Client in preparing the fiscal information needed to complete the MAA invoice. Paradigm will compile all required invoice data (including the Time Survey Summary Results) provided by Client and prepare MAA invoices in accordance with the claim guidelines approved by DHCS, based on information supplied by Client for each fiscal quarter during the Term of the Agreement. Client will be afforded a reasonable opportunity to monitor Paradigm efforts, and will have final approval of the MAA invoices prior to submission by Paradigm.
- 2. <u>Direct Charge</u>. Paradigm will assist Client in the calculation of direct charges, provided that Client supplies Paradigm with the information necessary to make such calculations in accordance with DHCS school-based MAA directives.
- 3. <u>Agency Coordination</u>. Paradigm will coordinate the submittal of the MAA Operational Plan and MAA invoice to the County or Regional MAA Coordinator and provide information requested by regional, state and federal agencies as related to the MAA Operational Plan and invoices submitted thereunder.
- Management Reports and Program Analysis. Paradigm will provide Client with periodic management reports for the
  ongoing analysis of Client's MAA claims. The frequency of such reports will be determined by mutual agreement of
  Paradigm and Client.
- 5. <u>Paradigm Technologies</u>. Paradigm will make available, as applicable, its proprietary web-based software to assist Client in effective program participation. Note: Access to any Paradigm Technologies web-based applications requires acceptance of a separate, no-fee online Software License Agreement found at Paradigm's website.

#### Client's SMAA Invoice Preparation & Submission Services

- Program Coordinator(s). Client will make available designated personnel to assist with the implementation of Paradigm's services, and coordinate with Client's individual program participants.
- 2. <u>MAA Operational Plan</u>. Client will provide to Paradigm all pertinent information needed for developing each MAA Operational Plan in a timely manner. Client will designate individuals to serve as Paradigm contacts for the collection of such information.
- 3. Official RMTS Participant Roster (TSP). On the last day of the first month of the fiscal quarter, Client will submit to Paradigm the official RMTS participant roster (referred to as the TSP in the California State RMTS claiming plan).
- 4. <u>Time Survey Summary Results</u>. Client will submit to Paradigm a time survey summary report that indicates the MAA time, as certified by the regional agency, for that quarter based on the RMTS methodology, and that contains all data required for the SMAA invoice by LEA and claiming unit. This report of summarized MAA time shall be submitted to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is submitted or fifteen (15) days after the report is received by Client from its regional agency, whichever is earlier.
- 5. <u>Direct Charge Documentation</u>. Client will provide Paradigm with all documentation to support Client's direct charge reimbursements in accordance with DHCS school-based MAA directives. Client will submit direct charge documentation to Paradigm no later than thirty (30) days after the end of the quarter for which it will apply.

- 6. MAA Invoice Submittal. Client will submit to Paradigm all elements needed to complete the detailed MAA invoice form for the claiming unit that undertook the activities for which reimbursement is sought. Client will submit documentation to Paradigm no later than sixty (60) days after the end of the quarter for which the invoice is to be submitted.
- 7. <u>Compliance</u>. Client will comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the DHCS, as well as directives from the Lead County or Regional Agency, and with the terms of the approved MAA Operational Plan, which define allowable MAA and processes for appropriate MAA reimbursements.
- 8. <u>Documentation for Invoice Submittal</u>. Client will cooperate with Paradigm and will provide Paradigm access to all personnel and files reasonably requested by Paradigm to assist Paradigm in its performance of MAA Invoice Preparation and Submission Services hereunder.
- Data Processing. Client will be responsible for the accuracy and appropriateness of all MAA information it provides to
  Paradigm for the preparation of MAA invoices and for compliance with all applicable laws and regulations regarding
  preparation of MAA invoices.

#### **SMAA Invoice Preparation & Submission Services Fees**

- 1. The fee for MAA Invoice Preparation & Submission Services each fiscal quarter during the Term of the Agreement will be an amount equal to \$45 multiplied by the sum of: (i) the number of time survey participants claimed on Client's MAA Invoice for that fiscal quarter, and (ii) the number of individuals identified as a direct charge in Client's MAA Invoice for that fiscal quarter. Paradigm will invoice Client quarterly based on MAA payments received by Client from DHCS.
- 2. The foregoing MAA fee arrangement will allow Client to recover as MAA reimbursable costs fifty percent (50%) of any fees charged by Paradigm, to the extent allowed by DHCS.
- 3. Paradigm shall prepare and submit to DHCS the MAA invoice for any quarter which has commenced as of the date of termination or expiration and shall receive payment pursuant to the terms of this Agreement upon approval and payment of the invoice or part thereof by DHCS.
- 4. In the event that any LEA Billing fee arrangements or and part thereof are or become inconsistent with applicable federal or state laws or regulations, or court order, or that any time survey methodology other than RMTS is approved by DHCS for use by Client in determining the percentage of allowable costs for reimbursement, Paradigm will on thirty (30) days written notice provide substitute fee arrangements and/or substitute time survey services consistent with applicable law regulation or court order. Any such substitute fee arrangements shall not increase the total amount Client would otherwise have been required to pay Paradigm for services under this Agreement.

#### TERMS OF SERVICE

Accordingly, in consideration of the mutual obligations undertaken herein, THE PARTIES AGREE AS FOLLOWS:

1. **Retention**. Client hereby retains Paradigm and grants it the exclusive right to perform the services described in the Statement of Work subject to the terms and conditions set forth below.

#### 2. Protection of Confidential Information.

#### 2.1. <u>Definitions</u>.

- 2.1.1. "Client Confidential Information" shall mean all information in whatever form that Client provides or authorizes to be provided to Paradigm in connection with the services rendered under this Agreement and that at the time of first receipt: (i) is clearly marked "confidential" or "proprietary;" (ii) constitutes protected health information, personal information, or student or pupil information, as defined by any federal or state laws or regulations, including but not limited to the Family Education Rights Privacy Act (FERPA), 20 U.S.C. §1232g, et al., the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. §1232h, the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. §§6501-6506, and the California Education Code (including §49073.1); (iii) is governed by the terms of a Data Use Agreement (DUA) between Client and DHCS; (iv) is otherwise disclosed under circumstances of confidence; or (v) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Client Confidential Information shall include all Client student healthcare data and other student information, and all Medi-Cal data files received by Paradigm as Client's designated custodian. Confidential Information shall not include any information that is or becomes publicly known through no fault of Paradigm, is already known by Paradigm at the time of disclosure based on information received from a source other than Client, or is rightfully received or independently developed by Paradigm after disclosure.
- 2.1.2. "Paradigm Confidential Information" shall mean all information in whatever form that Paradigm provides or authorizes to be provided to Client in connection with the services rendered under this Agreement and that, at the time of first receipt: (i) is clearly marked "confidential" or "proprietary;" (ii) is otherwise disclosed under circumstances of confidence; or (iii) reasonably should be understood by the receiving party to be confidential. Without limiting the foregoing, Paradigm's Confidential Information shall include all business, marketing, technical, financial, customer, supplier, or other information, data entry means, processed claiming data, instructions, management reports, data file specifications, instructional materials, algorithms, software, forms, boilerplate plans, technologies, know-how related to making eligibility determinations, and data and results derived from the foregoing, except to the extent such Confidential Information is set forth in this Agreement, which is a public record.
- 2.1.3. "Confidential Information" shall mean Client Confidential Information and Paradigm Confidential Information.

#### 2.2. Protection of Confidential Information.

- 2.2.1. Each party shall use reasonable and appropriate measures to safeguard and keep confidential all Confidential Information of the other party and shall not disclose, use, or copy any Confidential Information except as necessary to perform its obligations hereunder. Such reasonable and appropriate measures shall be no less than the measures taken by each to protect its own confidential information of a similar nature, but in any event no less than the measures governing protection, maintenance, disclosure, retention and destruction of Confidential Information subject to the terms of any DUA between Client and DHCS and any applicable federal or state laws or regulations.
- 2.2.2. Paradigm represents that all its employees who work with Confidential Information provided by Client under this Agreement: (i) have received regular training in data security procedures and federal and state laws and regulations applicable thereto; (ii) have reviewed Paradigm's written data security policies and procedures; and (iii) have signed an agreement to be bound by the confidentiality terms contained in this Agreement.
- 2.2.3. Each party may disclose Confidential Information of the other party to its responsible employees and independent contractors to the extent permitted by law and provided that such employees and independent contractors: (i) have a need to access such Confidential Information for purposes of fulfilling the party's obligations hereunder; (ii) have been informed of the confidentiality provisions of this Agreement; and (iii) have agreed in writing to be bound by such provisions to the same extent as the parties. Each party shall be responsible for any breach of the confidentiality provisions of this Agreement by its employees and independent contractors.
- 2.2.4. Each party will promptly notify the other of any misuse, unauthorized disclosure, or unauthorized access to Confidential Information, and shall reasonably assist the other in responding to such a breach in accordance with all applicable federal and state laws and regulations. Paradigm will designate a Security Coordinator who shall serve as a first point of contact between Client and Paradigm for matters relating to the management and protection of Client Confidential Information.
- 2.3. Ownership and Use of Client Confidential Information. Client Confidential Information provided to Paradigm under this Agreement continues to be the property of, and under the control of, Client, and will not be used for any purpose other than the requirements of this Agreement. Without limiting the foregoing, Paradigm will not use personally identifiable student information for commercial or advertising purposes. Nothing in this Agreement shall prohibit Paradigm from using student or other Client Information with all personal identification removed for purposes of training, research, or other activities designed to enhance the services provided to Client and to other Paradigm Clients receiving LEA Billing or MAA services, provided that and to the extent such use is consistent with applicable federal and state laws and regulations.
- 2.4. <u>Review and Correction</u>. Client represents that it maintains a procedure by which parents, legal guardians, and eligible students can review student records and correct erroneous information; Paradigm does not interact directly with parents, guardians or students, but will cooperate with Client as necessary to allow for the review and correction of student records.
- 2.5. Retention of Confidential Information.

- 2.5.1. Paradigm certifies that it will only retain Client's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Paradigm in its reasonable discretion will either destroy all Client Confidential Information in a secure manner or return this Information to Client. Paradigm will confirm in writing its disposition of all Client Confidential Information within five business days of such action.
- 2.5.2. Client represents that it will only retain Paradigm's Confidential Information for as long a period as is reasonably necessary to fulfill its obligations under this Agreement, including compliance with DHCS audit requirements, and applicable federal and state laws and regulations. At the end of such compliance period, Client will return this Information to Paradigm and confirm such disposition of Paradigm Confidential Information within five business days thereafter.
- 2.6. <u>Lawful Disclosure</u>. This Paragraph shall not be construed as prohibiting either party from disclosing the other's Confidential Information to the extent required by law, regulation, or court order, provided such party notifies the other party promptly after becoming aware of such obligation and permits the other party to seek a protective order or otherwise to challenge or limit such required disclosure within the time permitted by law.
- 2.7. Statutory Compliance. A description of Paradigm's procedures to ensure the security and confidentiality of Client Confidential Information in accordance with the terms of this Agreement and all applicable state and federal laws and regulations is incorporated by reference herein, and is available for inspection by Client upon request at Paradigm's office. The parties acknowledge that, notwithstanding any other provision of this Agreement, Client has taken reasonable and appropriate steps to ensure that Paradigm's current practices with respect to Client Confidential Information comply with FERPA requirements, and Client remains legally responsible for any FERPA violations that may occur in the course of Paradigm's performance of services under this Agreement. The parties also acknowledge that they have made best efforts to ensure that this Agreement complies with the requirements of California Education Code §49073.1.
- 2.8. <u>Continuing Obligations</u>. The obligations contained in this Section, "Protection of Confidential Information," shall survive for a period of twenty (20) years after the expiration or termination of this Agreement.

#### 3. Accuracy of Information.

3.1. <u>Client Efforts</u>. Client will make reasonable efforts to insure that the information supplied to Paradigm hereunder shall be true, complete, and accurate in all respects. Client assumes sole responsibility, and Paradigm shall have no liability, for the truth, completeness, and accuracy of all information supplied to Paradigm.

## 3.2. Paradigm Efforts.

- 3.2.1. Client acknowledges that Paradigm is not providing Client with legal, medical, or healthcare information or services and that any forms, software, and other materials supplied to Client hereunder are not intended to provide legal, medical, or healthcare advice.
- 3.2.2. If Paradigm is uploading historical records to its Software, Client assumes sole responsibility for the accuracy of historical data, and Paradigm shall have no liability for the truth, completeness, and accuracy of all information supplied to Paradigm.

# 4. Limitation of Liability.

- 4.1. In no event shall Paradigm be liable to Client for any incidental, indirect, consequential, special, or punitive damages arising out of or relating to this Agreement, including without limitation damages for lost reimbursements, lost healthcare services, or lost data, regardless of whether Paradigm has been advised of the possibility of such damages, and regardless of whether the claim for damages sounds in contract, tort, or other form of action.
- 4.2. In no event shall Paradigm's total liability for damages to Client arising out of or related to this Agreement exceed the net fees paid to Paradigm hereunder during the one (1) year period preceding the date on which the first claim alleged to give rise to damages occurs, regardless of the number of claims, causes of action, or amount of the alleged losses.
- 5. **Licenses and Permits**. Client represents and warrants that: (a) it has all licenses and permits necessary or appropriate to render the medical services it currently provides to its students, and to be eligible for reimbursement from Medi-Cal; (b) Client will maintain such licenses in full force and effect during the Term of this Agreement; and (c) Client has all necessary authority, including approval by the Board of Education if necessary, to enter into this Agreement and to perform all of its obligations hereunder.
- 6. **Late Fees**. Client will incur a late fee of two percent (2%) per month or any part thereof, or the maximum fee allowed by law, whichever is less, on any invoiced amount unpaid after sixty (60) days. The fees specified herein do not include taxes or similar surcharges, which are the sole responsibility of Client (excluding taxes on Paradigm's gross income).

#### 7. **Indemnification**.

- 7.1. Client's Indemnification Obligations. Client shall indemnify and hold harmless Paradigm, its managing members, employees, and agents against and from any and all liabilities, claims, demands, losses, damages, and expenses, including reasonable attorneys' fees and costs (collectively "Claims"), to the extent arising from Client's negligence, gross negligence, or intentional misconduct in the course of Client's discharge of its obligations under this Agreement, including without limitation: (i) breach of any provisions of this Agreement by Client; (ii) failure of Client or its health care providers, to provide any service for which reimbursement is sought; (iii) failure of Client or its health care providers to perform health care or related services in accordance with any professional standards applicable thereto; (iv) failure of the Client to provide accurate Confidential Information; or (v) failure of Client or its health care providers to obtain or maintain in good standing any licenses, permits, or registrations required to render the healthcare and related services for which reimbursement is sought. Notwithstanding the foregoing, Client shall not be required to indemnify Paradigm hereunder to the extent that Paradigm is obligated to indemnify Client pursuant to the following paragraph, "Paradigm's Indemnification Obligations."
- 7.2. <u>Paradigm's Indemnification Obligations</u>. Paradigm shall indemnify and hold harmless Client, its school board, officers, directors, employees, and agents against and from any and all Claims to the extent such claims arise from Paradigm's negligence, gross negligence, or intentional misconduct in the course of performing services under this Agreement. Notwithstanding the foregoing, Paradigm shall not be required to indemnify Client hereunder to the extent that Client is obligated to indemnify Paradigm pursuant to the preceding paragraph, "Client's Indemnification Obligations."

7.3. The indemnification rights set forth in this Section, "Indemnification," are conditional on the following: (i) the party seeking indemnification (each an "Indemnified Party") shall provide prompt written notice of any Claim as to which indemnification is sought to the party from whom indemnification is sought (the "Indemnifying Party"), provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) all Indemnified Parties shall reasonably cooperate with the Indemnifying Party in the defense and settlement of the underlying Claim at no cost to the Indemnified Party; and (iii) the Indemnifying Party shall have full and exclusive authority to defend or settle the underlying Claim, provided that the Indemnifying Party shall not enter into any settlement that includes an admission of liability by the Indemnified Party or injunction against any Indemnified Party without the consent of such Indemnified Party, such consent not to be unreasonably withheld or delayed, and provided further that each Indemnified Party shall have the right to participate in such Claim with counsel of its own selection at its own expense.

# 8. Termination.

- 8.1. <u>For Cause</u>. Either party may terminate this Agreement upon written notice to the other party if the other party is in material breach of its obligations under this Agreement and such breach is not cured within thirty (30) days after receipt of written notice of the specific nature of such breach (or, in the case of nonpayment of fees, within fifteen (15) days after receipt of written notice). The non-breaching party shall give its reasonable cooperation and assistance to the breaching party in any efforts made to cure such breach.
- 8.2. Without Cause. The parties may terminate this Agreement at any time by written agreement of both parties, effective as of the date specified in such agreement.
- 8.3. <u>Effect of Termination</u>. Upon the expiration or termination of this Agreement for any reason:
  - 8.3.1. Payment for Services Completed. All fees Client owes to Paradigm for services provided prior to expiration or termination shall immediately become due and payable upon receipt of an invoice from Paradigm.
  - 8.3.2. Confidential Information. Client shall, upon request, return or destroy, at Paradigm's option, all Confidential Information received from Paradigm and shall certify to Paradigm its compliance with this provision.
- 8.4. <u>Survival of Terms</u>. All provisions of this Agreement which by their express terms extend beyond expiration or termination of this Agreement or which by their nature so extend shall survive expiration or termination, including but not limited to Paragraphs: "Protection of Confidential Information," "Limitation of Liability," "Indemnification," "Termination," "Paradigm Proprietary Rights," and "Miscellaneous."
- 9. **Paradigm Proprietary Rights**. Client acknowledges and agrees that Paradigm retains all right, title, and interest, including without limitation all intellectual property rights, in and to Paradigm's Confidential Information (as defined above), and all forms, materials, submissions, and software prepared or supplied by Paradigm. Except as and to the extent otherwise provided in this Agreement, neither this Agreement nor Paradigm's performance of services under this Agreement shall give Client any ownership interest in or license to any of Paradigm's intellectual or other property.
- 10. Miscellaneous.

- 10.1. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person, by overnight courier, or by email if confirmed by first class mail, or sent by certified or registered mail, addressed to the other party at the address set forth on the signature page of this Agreement. Notice will be effective as of the date personally delivered, or if by email, three business days after the date of mailing of by first class mail, certified or registered mail, provided that notice received on holidays, weekends or nights will be effective at 9:00 a.m. on the next business day.
- 10.2. <u>Relationship</u>. It is intended that the relationship of Paradigm to Client shall at all times be that of an independent contractor. Nothing contained in this Agreement is intended or to be construed so as to create any partnership, joint venture, employment, agency, franchise or other representative relationship between the parties. No party hereto, or their respective officers, directors, employees, or agents shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party, or to bind the other party to any contract, agreement, or undertaking with any third party.
- 10.3. <u>Governing Law</u>. This Agreement and the rights and obligations of the parties under it shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of California without giving effect to any choice of law principles. Headings are for convenience only.
- 10.4. <u>Severability</u>. If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect, and such court or arbitrator shall be empowered to substitute provisions similar to said provision, or other provisions, so as to provide the parties the benefits intended by said provision, to the fullest extent permitted by applicable law.
- 10.5. <u>Arbitration</u>. Any dispute arising in connection with the interpretation or enforcement of this Agreement shall be resolved by compulsory binding arbitration under the auspices of and in accordance with the commercial arbitration rules of JAMS in San Francisco, California before a single arbitrator to be selected by mutual agreement of the parties or, failing such agreement, by JAMS from a list of three arbitrators proposed by each side. The decision of the arbitrator will be final and not appealable. The arbitrator shall interpret and enforce this Agreement in accordance with the laws of the State of California. The arbitrator shall be empowered to award the prevailing party any remedy available in law or equity not specifically precluded by this Agreement, including without limitation injunctive or declaratory relief, and attorneys' fees and costs.
- 10.6. Other Remedies. The parties acknowledge and agree that any actual or threatened misappropriation or infringement of intellectual property or breach of the confidentiality provisions of this Agreement will cause irreparable harm for which there is no adequate remedy at law, and accordingly, in addition to any other available remedies, a party may seek to enforce its rights with respect to the protection of confidential information or intellectual property hereunder through injunctive relief in any court of competent jurisdiction. In the event that any party is required to commence an action or arbitration to interpret or enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.
- 10.7. <u>Force Majeure</u>. Neither party shall be liable for any delay or failure to perform its obligations hereunder (except for any obligation to pay fees) resulting from any cause beyond its reasonable control, including but

- not limited to acts of God, terrorism, weather, fire, explosions, floods, strikes, work stoppages, slowdowns, industrial disputes, accidents, riots, civil disturbances, or acts of government.
- 10.8. Entire Agreement; Amendment. This Agreement, the online Software License Agreement, and Paradigm's Website Policies constitute the entire agreement between Client and Paradigm, superseding all prior and contemporaneous proposals, negotiations, communications and agreements, written or oral concerning the subject matter hereof. The provisions of these agreements shall be construed to give effect to all provisions therein to the greatest extent possible. In the event of any conflict between the agreements, they shall take precedence over one another in the following order, with each agreement listed taking precedence over all listed after it: this Agreement; the online Software License Agreement; and the Website Policies. This Agreement may be amended only by an instrument in writing duly approved and signed by both parties.
- 10.9. <u>Assignment</u>. Neither party shall assign or transfer this Agreement without the consent of the other party, which shall not be unreasonably withheld or delayed. Any assignment or transfer in violation hereof shall be null and void.
- 10.10. <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, assignees, and legal representatives. It creates no rights in any third parties including any individual in connection with which reimbursement is sought by Client.
- 10.11. <u>Counterparts</u>. This Agreement may be executed in any number of faxed, scanned, or original counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

# **SIGNATURES**

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by duly authorized persons to be effective as set forth herein.

Paradigm Healthcare Services, LLC

# Coustauce Laflamme

2023-04-20

Constance Laflamme, Owner/CEO 1225 4th Street, #363 San Francisco, CA 94158 Tel (415) 616-0920 claflamme@paradigm-healthcare.com

| Anaheim 1 | Union 1 | High | School | District |
|-----------|---------|------|--------|----------|
|           |         |      |        |          |

| By:   |
|---|
| Print Name: Jaron Fried   |
| Title: Assistant Superintendent, Education  |
| Date: 8/11/23   |
| Address:  Anaheim Union High School District  Attn: Amie Maya, Director-Special Youth Svcs 501 N. Crescent Way  Anaheim, CA 92801 |

Phone: <u>(714) 999-3527</u> Fax: <u>(714) 999-0622</u>

# **ANAHEIM UNION HIGH SCHOOL DISTRICT**

# **AMENDMENT TO INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This Amendment to Independent Contractor Services Agreement (Amendment) is entered into by Industrial Hearing and Pulmonary Management dba: Western Health (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 01/09/2023 through 6/30/2023, with total compensation payable by the District to Contractor not to exceed \$40,000.00; and

WHEREAS, to accommodate, and compensate, costs associated with necessary additional service dates, 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 \$65,000.
- 2. All other terms of the Agreement not altered hereby remain unchanged and in full force and effect.

100 to

By signing below, the Parties agree to the terms of this Amendment.

| Dated: 07/25/2023 | def Clou                             |
|-------------------|--------------------------------------|
|                   | Alexander Acosta                     |
|                   | Program Manager                      |
|                   | Western Health                       |
| Dated: _8/11/23_  |                                      |
|                   | Jaron Fried, Ed.D.                   |
|                   | Assistant Superintendent, Educationa |
|                   | Services                             |
|                   | Anaheim Union High School District   |

## **ANAHEIM UNION HIGH SCHOOL DISTRICT**

# INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the <u>10th</u> day of <u>August</u>, 20<u>23</u>, between the Anaheim Union High School District ("District") and <u>Vicki Sundgren</u> ("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 <u>June 26, 2023</u> through <u>July 1, 2023</u>.
- **3. Submittal of Documents**. The Contractor shall not commence the Services under this Agreement until the Contractor has submitted and the District has approved the following:

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

**4. Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of <u>Five Hundred</u> Dollars (\$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.
- **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

convicted of a felony, as defined in Education Code section 45122.1.

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

## **District**

Anaheim Union High School District

Attn: Dr. Jaron Fried

Copy: Dr. Roxanna Hernandez

501 N. Crescent Way Anaheim, CA 92801 Phone: 714-999-3579

Email: hernandez r@auhsd.us

# Contractor

Vickie Sundgren 7582 Lee Dr. Buena Park, CA 90620

Phone: 714-396-5214

Email:vickiesundgren@gmail.com

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

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

- **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.

| <b>Anaheim Union High School District</b>     | [Name of Contractor]       |  |  |  |
|---|----------------------------|--|--|--|
| Date: 8/12/23                                 | Date: 6/26/23              |  |  |  |
| Ву:   | By: Vichi Sundyon          |  |  |  |
| Print Name: <u>Dr. Jaron Fried</u>            | Print Name: Vické Sundgren |  |  |  |
| Title: Assistant Superintendent, Ed. Division | Title: Contractor          |  |  |  |

# **EXHIBIT A**

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

Contractor will provide theatrical make-up services and training in support of the 2023 AUHS Summer Arts Academy Musical. Consultant will train students in the proper application of makeup using traditional and airbrushed stage makeup techniques. Consultant will attend rehearsals from June 26, 2023 to July 1, 2023. Performances will occur on June 30, 2023, and July 1, 2023, at the Kennedy HS Performing Arts Center (KPAC).

Contractor has established a regional reputation as a recognized authority in theatrical special effects make-up and these specialized services are needed on a limited basis.

Approximately 100 students in grades 7-11 from 14 AUHSD schools will benefit from the Contractor's services.

Contractor has provided theatrical make-up services and training for AUHSD Summer Arts Academies since 2018. Consultant has also taught districtwide professional learning workshops in the art and science of theatrical make-up applications.

# AMENDED 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 \$\frac{133,333}{63,000}\$.

## 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.

<u>Subcontracts over \$10,000</u>: 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. <u>Civil Rights/Nondiscrimination</u>: 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. <u>Use of U.S.-Flag Carriers</u>: 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. <u>Use of Human Subjects</u>: No Subcontractor research using human subjects is planned or authorized under this Subcontract.
- D. Use of Laboratory Animals: RESERVED
- E. <u>Scientific Fraud (Misconduct) Assurance</u>: 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.

- 1. 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: Wanda Seang                     | By:   |
|-------------------------------------|---|
| Name: Wanda Seang                   | Name: Dr. Jaron Fried                         |
| Title: Ancillary Agreements Officer | Title: Assistant Superintendent, Ed. Division |
| Date: 7/27/2023                     | 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.

# **AMENDMENT**



Input required

Calculation, no input required

Out of some no input required

| Second     | ORGANIZATION OPERATING  |  | Previous<br>Fiscal Year              | Current Fiscal                       | Subsequent  | Subsequent  |               |               |
|---|---|--|--------------------------------------|--------------------------------------|-------------|-------------|---------------|---------------|
| Marchael Recorate   |   |  | (actual)                             | Year                                 | Fiscal Year | Fiscal Year | 1             |               |
| Execute Processions Services    S   | Annual Pevenue  |  |                                      | 20XX-20XX                            |             | 20XX-20XX   |               |               |
| Part       |   |  | т.                                   | \$ -                                 | 7           | \$ -        |               |               |
| Part process to the control of the c  |   |  | -                                    | -                                    | 7           |             |               |               |
| Policit BioCorr  To Scaling A Should be agreed to a special policity of the control of the contr  |   |  | T                                    |                                      |             |             | -             |               |
| Point Saffing & Brooth   |   |  |                                      |                                      |             | +           | J             |               |
| Personal sequence requiring prolificing from times proposed googalitions whom you have not yet himself.    Education requiremental to secure the purpose is foogalition without production of the interview of the purpose is foogalition without production of the purpose is foogalition without production of the interview of the purpose is foogalition without production of the interview of the purpose is foogalition without production of the interview of the purpose is foogalition without production of the interview of the purpose is foogalition without production of the interview of the purpose is foogalition without production of the interview of the purpose is foogalition without production with the purpose is foogalition without production without production without production without production without production with the purpose is foogalities without production without production without production with the purpose is foogalities without production with the purpose is foogalities with the purpose is foogalities with the purpose is foogalities with the purpose is fo  | Project - Staffing & Benefits The Staffing & Benefits expense catego Program/Project for the duration of th   | e proposed CZI grant. When entering staffing information, each line should represent a unique  | er part-time or fo                   | ull-time, on the p                   | roposed     |             |               |               |
| Entering Project   Total Pro    | To simplify, we are requesting only the   | total cost for staffing each role.   |                                      |                                      |             |             |               |               |
| Facility recises periodic support districts   Facility recises per    |   |  |                                      |                                      |             |             |               |               |
| Total Project  Project - Direct Season Services  The Professional Services   |   |  |                                      | 2023-2024                            | 2024-2025   | 1           | Budget        | from CZI      |
| Total Project   Total Project   Total Project   Total Project   Project   Total Project   To    |   |  | e                                    |                                      |             |             |               |               |
| New Probitions Purpose & Scope of Role 2022-2023 2023-2024 2024-2025 2023-2024 2024-2025 2023-2024 2024-2025 2023-2024 2024-2025 2023-2024 2024-2025 2023-2024 2024-2025 2023-2024 2024-2025 2023-2024 2024-2025 2023-2024 2024-2025 2023-2024 2024-2025 2023-2024 2024-2025 2023-2024 2024-2025 2023-2024 2024-2025 2023-2024 2024-2025 2023-2024 2024-2025 2023-2024 2024-2025 2023-2024 2023-2024-2025 2023-2024-2025 2023-2024-2025 2023-2024-2025 2023-2023-2024-2025 2023-2024-2025 2023-2024-2025 2023-2024-2025 2023-2023-2024-2025 2023-2023-2024-2025 2023-2023-2023-2023-2023-2023-2023-2023   | Youth Voice and Purpose development<br>Identify full time teachers as site leads to   | teams as they develop opportunities for Youth Voice and Purpose in the classroom.  Compenstate teachers who will be identified as CZI leads to collaobrate with other teacher leaders  |                                      | 0 \$ 62,000                          | \$ 62,000   |             | \$ 186,000    |               |
| New Positions Purpose & Scope of Role 2022-2023 2023-2024 2024-2025 Budget from CZI   |   |  |                                      |                                      |             | 4           |               | Total Request |
| Total Project Total Request Program / Project In actingenty wholder the free and contract costs paid to external individual and/or professional services companies that will be contributing to and working on the Program / Project In its category wholder the free and contract costs paid to external individual and/or professional services companies that will be contributed to the Company / Consultant Purpose & Scope of Work 2022-2023 2022-2024 2024-2025 2024-2025 2024-2  | New Positions   | Purpose & Scope of Role  | 2022-2023                            | 2023-2024                            | 2024-2025   | 1           |               | from CZI      |
| Total Project Total Request Program / Project In actingenty wholder the free and contract costs paid to external individual and/or professional services companies that will be contributing to and working on the Program / Project In its category wholder the free and contract costs paid to external individual and/or professional services companies that will be contributed to the Company / Consultant Purpose & Scope of Work 2022-2023 2022-2024 2024-2025 2024-2025 2024-2  |   |  |                                      |                                      |             |             |               |               |
| Total Project Total Request Program / Project In actingenty wholder the free and contract costs paid to external individual and/or professional services companies that will be contributing to and working on the Program / Project In its category wholder the free and contract costs paid to external individual and/or professional services companies that will be contributed to the Company / Consultant Purpose & Scope of Work 2022-2023 2022-2024 2024-2025 2024-2025 2024-2  |   |  | -                                    |                                      |             |             | \$ -          | \$ -          |
| Sub-Grant & 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 has negotiated (or will negotiate) which the sub-awarde date is responsible for negotiating the 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-awarde.  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-awarde.  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-awarde.  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-awarde.  **Total Project**  **Total P  | Name of Company / Consultant  | Purpose & Scope of Work  | 2022-2023                            | 2023-2024                            | 2024-2025   |             |               |               |
| Project Other Direct Costs    S   | Sub-Grants & Sub-Awards are contract<br>Program/Project. The primary grantee<br>award agreement and ensuring all appl   | is responsible for negotiating the sub-award budget, overseeing the work of the sub-awardee,<br>icable policies are met. Please enter each sub-award as a separate line item with the expected<br>in the properties of the sub-award as a separate line item with the expected<br>in the sub-award s | disbursing funds<br>lisbursement for | in accordance wi<br>each period brok | th the sub- |             |               |               |
| 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  Conferences and Travel Support staff being trained in Project Soapbox.  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 cannot include administrative contracts, such as accounting, audit, IT, support, security, etc All rent, telephone, utilities or internet connectivity expenses - All allocations and/or percentages of expen    | Ownerlandler  | Down Court Court Court   | 2022 2022                            | 2022 2024                            | 2024 2025   |             |               |               |
| 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 revork or follow-up.  Organization Purpose & Description of Item 2022-2023 2023-2024 2024-2025 Budget  Total Project Budget Total Request From CZI  Total Project Budget Total Request From CZI  All administrative, finance, IR, and technology staff expense - All administrative, finance, IR, and technology staff expense - All administrative contracts, such as accounting, audit, IT, support, security, etc All rent, telephone, utilities or internet connectivity 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 datable. For this Program/Project costs are used to the Program/Project. Total Request From CZI  Total Project Total Request Project Database All allocations and or percentages of expenses  Total Project Total Request From CZI  Total Project Expenses  Total Project Total Request From CZI  Total Project Budget Total Request From CZI  Total Project Sudget Total Request From CZI  Total Project Sudget Total Request From CZI  Total Project Sudget Total Project Sudget Total Request From CZI  Total Project Sudget Total     | Organization  | Purpose & Scope of Grant/Contract  | \$ -                                 | \$ -                                 | \$ -        | ı           | \$ -          | \$ -          |
| 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  Budget  Total Request from CZI  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, IR, and technology staff expense - All calministrative contracts, such as accounting, auditi, IT, support, security, etc All rent, telephone, utilities or internet connectivity expenses - All allocations and/or percentages of expenses - All allocations and or percentages of expen    |   |  | \$ -                                 | \$ -                                 |             |             |               |               |
| 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  Conferences and Travel  Support staff being trained in Project Soapbox.  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 administrative, finance, HR, and technology staff expenses  - All allocation-wide administrative contracts, such as accounting, auditin, 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)  Poscription of Costs  Description of Costs  2022-2023  2023-2024  2024-2025  Total Project  Total Project  For Data Request  Total Project  Total Project  For Data Request  Poscription of Costs  Poscription of C |   |  |                                      |                                      |             |             | \$ -          | \$ -          |
| Total Project 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.  Project Purpose & Description of Item  2022-2023 2023-2024 2024-2025  Total Project Budget  Total Request  From CZI  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 callulating the Indirect / Overhead cost rate:  - All arganization-wide administrative contracts, such as accounting, auditin, 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)  Description of Costs  0 Soft Eligible Project Expenses  Volt Eligible Project Expenses   |   | IOTAL SUB-GRANTS & SUB-AWARDS  | \$ -                                 | \$ -                                 | \$ -        | J           | \$ -          | \$ -          |
| Project - Indirect / Overhead Indirect Coverhead Indirect Coverhead 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 calculating the Indirect / Overhead cost rate:  - All arganization-wide administrative contracts, such as accounting, audit, IT, support, security, etc.  - All rent, telephone, utilities or internet connectivity 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) hased on the budget datails. For this Program/Project Indirect Costs requested by C71 should not exceed 15% of the total grant request  Description of Costs  Description of Costs  O SOE Ligibile Project Expenses  Total Request From C21  Sort Eligible Project Expenses   | This category typically includes supplie<br>high degree of accuracy, but do not fit i   |  |                                      |                                      |             |             | Total Project | Total Request |
| 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 calculating 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 hurdast datails. For this Program/Project Indirect Costs over and above the costs incurred by the Program / Project Indirect Costs over any of the Indirect Costs over any of t  |   |  | 2022-2023                            | 2023-2024                            | 2024-2025   | 1           |               |               |
| 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 organization-wide administrative, finance, HR, and technology staff expense  - All organization-wide administrative contracts, such as accounting, audit, IT, support, security, etc.  - 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)    Description of Costs   2022-2023   2023-2024   2024-2025   2024-2025   2024-2025   2026-2  |   |  | \$ 1,000                             | \$ 1,000                             | \$ 1,000    |             | \$ 3,000      |               |
| based on the furdest details. For this Drogram/Project Indirect Costs requested by C7I should not exceed 15% of the total erant request      Description of Costs   2022-2023   2023-2024   2024-2025   | Indirect costs are costs that cannot be consider the following costs when calu - All administrative, finance, HR, and the All organization-wide administrative - All rent, telephone, utilities or interresident - All accounting, auditing, insurance or - All allocations and/or percentages or | ating the Indirect / Overhead cost rate:<br>echnology staff expense<br>e contracts, such as accounting, audit, IT, support, security, etc.<br>et connectivity expenses<br>r office equipment usage expenses<br>f expenses  |                                      |                                      |             |             |               |               |
| Indirect Program/Project Costs  |   | rnoram/Project. Indirect Costs requested by C71 should not exceed 15% of the total grant requ  | act                                  | ,                                    |             |             |               |               |
| % of Eligible Project Expenses  | Indirect Program/Project Costs  | 0  |                                      |                                      |             | 1           |               | from CZI      |
|   |   |  | 0%                                   | 0%                                   | 0%          |             | 0%            | 0%            |

| SU   |                 |                 |                 | Total Project    | Total Request |
|--|-----------------|-----------------|-----------------|------------------|---------------|
| Budget Cost Category   | 2022-2023       | 2023-2024       | 2024-2025       | Budget           | 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   | \$ 1,000        | \$ 1,000        | \$ 1,000        | \$ 3,000         |               |
| Indirect / Overhead Costs  | \$ -            | \$ -            | \$ -            | \$ -             |               |
| Total Program / Project Costs<br>Indirect / Overhead Costs as % of | \$ 63,000<br>0% | \$ 63,000<br>0% | \$ 63,000<br>0% | \$ 189,000<br>0% | 0%            |



# 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

lucolectants

# 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.



# **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 <a href="mailto:svcfteam@siliconvalleycf.org">svcfteam@siliconvalleycf.org</a> 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.



# 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:
  - 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.

**EXHIBIT C** 

# 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 Cal             | ifornia at Irvine by: |  |  |
|--|-----------------------|--|--|
| Christopher abennethy  | Christopher Abernethy |  |  |
| Signature  (Must be signed by authorized signer or representative) | Printed or Typed Name |  |  |
| Industry Contract Officer  | 4/20/2023             |  |  |
| Title  | Date                  |  |  |



# 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.

**EXHIBIT C** 

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.



# 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.

**EXHIBIT C** 

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.

# UNIVERSITY OF CALIFORNIA, IRVINE OFFICE OF RESEARCH ADMINISTRATION

| Subaward No.:  |                                |
|--|--------------------------------|
| Reporting Period:  |                                |
| Principal Investigator:  |                                |
| INVENTION STATEMEN   | Т                              |
| Invention was was not conceived or first ac performance of work during the subaward reporting peri                               |                                |
|  |                                |
| EQUIPMENT REPORT   |                                |
| Equipment was was not purchased during   | the subaward reporting period. |
| If equipment was purchased during the subaward period, p information.  | lease provide the following    |
| 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  | <br>Date                       |

# EXHIBIT F SAMPLE INVOICE

| Date:  |  |   |
|--|--|---|
| Total Award Amou <mark>nt:</mark>  | _  |   |
| Voucher Number:  |  |   |
| Subcontractor:   |  |   |
| Remittance Address:  |  |   |
| Subcontract No.  |  |   |
| Contractor   | The Regents of the University of California  | <del></del>   |
| 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   |  |   |
| <u>Travel</u>  |  |   |
| Employee Benefits  |  |   |
| <u>Other</u>   |  |   |
| <u>Total Cost</u>  |  |   |
| Previously Claimed   |  |   |
| Current Claim  |  |   |
| accurate, and that all expenditures, di<br>and condition of the award. I am awar | I certify to the best of my knowledge and belief isbursements and cash receipts are for the pupos the that any false, ficticious, or fraudulent information dministrative penalties for fraud, false statement attions 3729-3730 and 3801-3812). | es and objectives set forth in the term<br>on, or the omission of any material fact |
| Subrecipient Official Authorized   | Date   |   |
| LICI Principal Investigator Signature  | e of Approval Date   |   |



# SALES AND SERVICES AGREEMENT #UCI-2024BC-011

This Sales and Services Agreement (this "Agreement"), dated 10/1/2023 (the "Effective Date"), is by and between The Regents of the University of California ("University"), a California public corporation, on behalf of the University of California, Irvine, UCI Science Project, and Anaheim Union High School District ("Client"), having a principal place of business at 501 N. Crescent Way, Anaheim CA 92801.

In consideration of the mutual covenants in this Agreement, the parties agree to the following:

### Section 1 - Term and Termination.

### 1.1. Term

The Term of this Agreement begins on 10/1/2023 and ends on 10/31/2024, unless terminated earlier by either of the parties pursuant to this Agreement (the "Term").

### 1.2. Termination for Convenience.

Either party may terminate this Agreement for any reason upon thirty (30) days' written notice. When this Agreement is terminated for convenience under this provision, Client shall pay University the pro rata fees for the Services through the date the notice of termination was effective, and all costs and any non-cancelable obligations incurred by University up to and including the date of termination.

# 1.3. Termination for Cause.

Either party may terminate this Agreement upon the material breach of this Agreement by the other party, by giving the other party thirty (30) days' prior written notice specifying the breach and expressing its intent to terminate. If such breach is not cured by the breaching party within thirty (30) days of receipt of the notice, this Agreement may be immediately terminated at the option of the non-breaching party upon written notice to the breaching party. If Client is more than thirty (30) days delinquent in any payment due under this Agreement, such delinquency shall constitute a "material breach" of this Agreement for the purposes of this provision.

### Section 2 - Statement of Work.

## 2.1. Services.

University shall perform the services set forth in Exhibit A (the "Services").

## 2.2. Ownership/License of Deliverables.

Client shall own the Deliverables (as defined in Exhibit A) upon payment in full to University for the Services; provided, however, that University reserves and retains an irrevocable, fully-paid, worldwide right to use the Deliverables for educational and/or research purposes. Notwithstanding the foregoing, University does not transfer, and hereby retains and reserves, all rights in Background Intellectual Property (as defined below). Furthermore, any and all improvements in University's Background Intellectual Property, which are conceived or reduced to practice by University during the course of the Services, shall remain the sole property of University.

"Background Intellectual Property" shall mean all intellectual property, including without limitation, technical information, know-how, copyrights, trademarks, patents and trade secrets, ideas, thoughts, concepts, processes, techniques, data, models, drawings inventions and software, that is or was conceived, created or developed prior to, or independent of, the Services.

Client shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Client's furnishing or supplying University with parts, goods, components, programs, practices, methods or other property under this Agreement (collectively, "Client Materials") or University's use of Client Materials constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party.

University retains the right to participate in the defense against any such suit or action, and Client shall not settle any such suit or action without University's consent.

### 2.3. Client Responsibilities.

Client shall provide to University Information/Materials listed in <u>Exhibit A</u>, if any, in a timely and secure manner so as to allow University to perform the Services.

### 2.4. No Liability for Delay.

University offers priority to its faculty, researchers and students for the use of University facilities and services. Accordingly, University shall not be responsible for any delay caused by University faculty, researchers and students having priority in the use of University facilities and services, and Client's exclusive remedy for University's delay or failure to perform any of its obligations hereunder shall be limited to a refund of any unallocated/unexpended funds paid by Client to University under this Agreement.

### 2.5. Shipment and Delivery.

Client shall be responsible for the cost of shipping all Deliverables specified herein (including, without limitation, costs of insurance and other related costs). Shipments shall be sent FOB (Client or University, as applicable). University, at its option, may not tender delivery of any Deliverables for which Client has not provided shipping instructions, payment and other required information. If Client postpones or delays delivery of Deliverables for any reason (for example, if Client requests a delay in delivery), Client agrees to reimburse University for any and all storage costs and other additional expenses resulting therefrom.

Unless otherwise stipulated herein, for all shipments of Deliverables, legal title shall pass from University to Client upon University's delivery to the carrier at the shipping point, at which time Client shall take possession of the Deliverables, bearing all risk of loss, paying all insurance, storage and transportation expenses and acting as the importer of record (if applicable).

Any claims for shortages of or damages to Deliverables suffered in transit are the responsibility of Client and shall be submitted by Client directly to the carrier. Client shall identify any shortages or damages at the time of delivery; claims of shortages or damages after the date of delivery are hereby waived.

### Section 3 - Fees and Payment Schedule.

### 3.1 Fees, Schedule and Invoicing.

Client shall pay University for the Services in accordance with the Fees and Payment Schedule set forth in Exhibit A. Client shall pay University within thirty (30) days of the date on the applicable invoice. University shall submit all invoices to Client at the Invoicing Address specified in Exhibit A.

### 3.2 Service Charge.

Client agrees to pay University a one-percent (1%) service charge per month for any payments that are not made within thirty (30) days.

### 3.3 Form of Payment.

All payments from Client to University shall be made payable to "The Regents of the University of California" in a form specified in Exhibit A.

### Section 4 - Insurance.

### 4.1 Client Insurance.

Client shall provide proof of insurance, endorsing The Regents of the University of California as additional insured, showing amounts of coverage set forth below. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. Coverage required herein shall not in any way limit the liability of either party.

Commercial Form General Liability Insurance (contractual liability included):

Each Occurrence: \$1,000,000
Products/Completed Operations Aggregate: \$2,000,000
Personal and Advertising Injury: \$1,000,000
General Aggregate: \$2,000,000

Workers Compensation as required by law.

### 4.2 University Insurance.

During the term of this Agreement, University shall keep and maintain self-insurance with minimum limits as follows:

Commercial Form General Liability Insurance:

Each Occurrence: \$1,000,000
Products/Completed Operations Aggregate: \$2,000,000
Personal and Advertising Injury: \$1,000,000
General Aggregate: \$2,000,000

Workers Compensation as required by law.

### Section 5 – Indemnification.

Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees or agents. The party seeking indemnification agrees to provide the other party with prompt notice of any such claim or action and to permit the indemnifying party to defend any claim or action, and to cooperate fully in such defense. The indemnifying party shall not settle or consent to the entry of any judgment in any action, suit or proceeding without the consent of the indemnified party, and such consent to any settlement, which consent shall not be unreasonably withheld, conditioned, or delayed.

### Section 6 - Disclaimer of Warranty and Limitation of Liability.

UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. CLIENT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES OR DELIVERABLES.

UNIVERSITY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. UNIVERSITY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES RECEIVED BY UNIVERSITY FROM CLIENT PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING CLIENT'S CLAIM. CLIENT EXPRESSLY ACKNOWLEDGES THAT UNIVERSITY SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS OF PROPERTY, MATERIALS, DATA, OR INFORMATION THAT CLIENT PROVIDES TO UNIVERSITY UNDER THIS AGREEMENT.

### Section 7 – University Name and Trademarks.

Client agrees that it will not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks (including, but not limited to, logo, seal, landmarks, acronyms, campus department names, and graphic images) of the University ("University Marks") in a commercial context, such as may appear on products, in media (including websites) and print advertisement, without the prior written consent of University's authorized representative. This provision complies with California Education Code section 92000.

University Marks are and shall remain exclusively the property of University. Client shall, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and Client hereby expressly waives any right which it may have in University Marks. Client recognizes University's exclusive ownership of University Marks.

### Section 8 - Export Control and Biohazardous Materials.

If any of the materials and/or information provided to University by Client ("Client Materials") are: export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774) 500 or 600 series; controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Client Materials, Client shall provide the University with written notification to the University contact listed on Exhibit A that identifies such Client Materials, including their export classification.

### Section 9 – Protected Health Information and Personally Identifiable Information.

Client represents that all materials provided to University in connection with this Agreement are de-identified in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Client shall not exchange, reveal, or otherwise share protected health information or personally identifiable information with University.

### **Section 10 – Force Majeure.**

Neither party shall be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather). With respect to any delays on the part of University, this Section shall apply in addition to the provision in Section 2.4.

### Section 11 - Notices.

Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail addressed to the other party at the address set forth on Exhibit A. Additionally, notices by Email will be considered legal notice if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]".

### Section 12 - Relationship of the Parties.

In the performance of this Agreement, the parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one party be considered the employees of the other party for any purpose, including but not limited to workers' compensation purposes.

### Section 13 – Third Party Beneficiary.

There are no intended third-party beneficiaries to this Agreement.

### Section 14 - Conflict of Interest.

Client affirms that, to the best of Client's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or Client. A University employee's "economic interest" means:

1) An investment worth \$2,000 or more in Client or its affiliate;

- 2) A position as director, officer, partner, trustee, employee or manager of Client or its affiliate;
- 3) Receipt during the past 12 months of \$500 in income or \$440 in gifts from Client or its affiliate; or
- 4) A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Client shall provide written notice to UC within thirty (30) days after such change, noting such changes. Client shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to Client.

### Section 15 - Assignment.

Except for University's ability to assign any payment due hereunder, neither party may assign this Agreement without the prior written consent of the other party. In case such consent is given, the assignee shall agree, in writing, to be subject to all of the terms of this Agreement that are applicable to the assignor.

### Section 16 - Severability.

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

### Section 17 - Non-Waiver.

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

### Section 18 - Survival.

Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.

### Section 19 - Amendments.

Any changes, additions or other amendments to this Agreement must be made in a writing, signed by the authorized representatives of Client and University.

### Section 20 - Governing Law and Venue.

California law shall control this Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the University campus is located or, where this Agreement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

### Section 21 - Signatures and Counterparts.

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

### Section 22 – Entire Agreement/Integration.

This Agreement, including <u>Exhibit A</u>, which is hereby incorporated by reference and made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, oral and written, and all other communications between the parties with respect to

such subject matter. Any terms and conditions contained in Client's purchase order, and any NDA or separate scope of work or similar document, shall have no force and effect.

### Section 23 - Authority of Parties/Signatories.

Name: Snehal Bhatt

Title: Chief Procurement Officer, Procurement Services

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Each party represents and warrants to the other that the execution of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

THE REGENTS OF THE UNIVERSITY **Client: Anaheim Union High School District** OF CALIFORNIA ON BEHALF OF THE UNIVERSITY OF CALIFORNIA, IRVINE ("University") DocuSigned by: 6/21/2023 Patricia Realo Anderson 8/11/23 (UC 173)AE DEPARTMENT Approval) Date Signature Date Name: Patricia Anderson Name: Dr. Jaron Fried Title: Assistant Superintendent, Educational Services Title: CFEP Assistant Director Tax ID #: 95-6000120 Signature Date

SMOKE AND TOBACCO-FREE ENVIRONMENT: The University of California is committed to a healthy campus and workplace culture and environment. Effective January 2, 2014, the University of California is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g. e-cigarettes and other unregulated nicotine products) is strictly prohibited on all University of California-controlled properties, owned or leased and regardless of location. For more information please see: <a href="http://www.policies.uci.edu/policies/pols/903-14.html">http://www.policies.uci.edu/policies/pols/903-14.html</a>.

### **EXHIBIT A – STATEMENT OF WORK**

### I. PARTIES

**CLIENT** 

Full Legal Name: Anaheim Union High School District

**Business Address** 

(city state, zip, & country if

outside of US)

501 N. Crescent Way, Anaheim CA 92801

Phone Number: 714-999-3511

Client Contact: Dr. Jaron Fried, Assistant Superintendent, Educational Services

Invoice Remittance Address/Instructions: 501 N. Crescent Way, Anaheim CA 92801

**UNIVERSITY** 

Center for Educational Partnerships, UCI Science Project Campus Department:

Address: 120 Theory Suite 150, Irvine CA 92697-2505

Phone Number: 949-824-6593

**University Contact:** Jennifer Cao, Associate Director, UCI Science Project

Additional Payee Information

(if applicable):

Central Cashier, 228 Aldrich Hall, Irvine CA 92697-1975

### **III. STATEMENT OF WORK**

Services: Services are in Appendix 1, attached hereto and incorporated by

reference.

Deliverables: N/A

Information/Materials

provided by Client:

N/A

**Additional Client** 

Responsibilities:

N/A

### IV. FEES AND PAYMENT SCHEDULE

Fees (i.e., Rates/Cost): \$25,080.00

Billing Schedule: Monthly

Payment Terms: Upon presentation of an Invoice. Past due if payment is not received

within 30 days.

Payments Accepted: ACH, Wire Transfer, Paper Check

Payable to: The Regents of the University of California

Payment Address: UCI Payment Services

228 Aldrich Hall

Irvine, CA 92697-1975

All payments must reference this Agreement number #UCI-2024BC-011.

### **UCI** Science Project

### Appendix 1

# AUHSD October 2023-October 2024 - Districtwide Services

Science Project (UCISP) seeks to partner with the district to provide professional development and other services for teachers to Agreement provided by UCI will include a "not to exceed" clause to ensure that any service not provided below will not require To further the preparation of AUHSD teachers to successfully implement the Next Generation Science Standards, the UC Irvine understand the framework and research-based strategies to teach science successfully for NGSS. The official Sales and Service payment from the district. Invoices will be sent at the end of each school semester to AUHSD for any services rendered.

| Product/Service   | Itemized Cost  | Total Cost |
|---|--|------------|
| Support AUHSD District Agriculture Project. To support the third year of this initiative thoroughly during the school year, we are requesting compensation for supporting the AUHSD planning team. A dedicated UCISP Program Coordinator and UCISP intern will attend meetings frequently, support the UCI interns, and support the MACC Coordinator with education needs. UCISP will also work with faculty from various departments to recruit UCI undergraduates to serve as UCI interns to help facilitate learning activities at MACC throughout the year. | Monthly meetings and coordination with the MACC Coordinator for the rotations of learning activities including:    UCI Intern recruitment, orientation, training, and in-person support twice a week for 4 hours for 2 quarters (~80 hours total), organization and logistics of learning activities at MACC.   MACC.  Oordination time with MACC Coordinator  11.4 days (80 hours) @ \$2000 (daily rate of bot) and day and coordinator | \$22,800   |
|   | ol ru) pel day = \$22,000  |            |

## **UCI** Science Project

| Total Direct Costs   | \$22,800 |
|--|----------|
| Center For Educational Partnerships (CFEP) 10% Overhead Cost | \$2,280  |
| Total Cost   | \$25,080 |

### Instructional Materials Submitted for Display Thursday, August 10, 2023

August 10, 2023- September 14, 2023

| Curriculum                    | Basic/<br>Suppl. | Course Name<br>(Number)   | Grade | Title  | Publisher                  |
|-------------------------------|------------------|---|-------|--|----------------------------|
| Curriculum                    | Зиррі.           | (Number)  | Graue | Title  | Publisher                  |
| English Language<br>Arts      | Suppl.           | English 12<br>(#EN400)  | 12    | How the Word is<br>Passed                                    | Little Brown               |
| Science                       | Suppl.           | Living Hearth<br>(#SC100)   | 7-12  | Braiding Sweetgrass<br>for Young Adults                      | Lerner Publishing<br>Group |
| Visual and<br>Performing Arts | Suppl.           | Dance 3/Dancing<br>without Barriers &<br>Developing Cultural<br>Voices (#TBD) | 10-12 | Call Us What We<br>Carry: Poems                              | Viking                     |
| World Languages               | Suppl.           | Spanish Speakers 3:<br>Chicanx and Identity<br>(#WL9390)                      | 9-12  | Bendicime Ultima<br>(Spanish)                                | Grand Central<br>Publisher |
| World Languages               | Suppl.           | Spanish for Spanish 2, embedded ethnic studies (#TBD)                         | 9-12  | Stamped, El<br>Racismo, El<br>Antirracismo y Tu<br>(Spanish) | Penguin Random<br>House    |
| World Languages               | Suppl.           | Spanish Speakers 3:<br>Chicanx and Identity<br>(#WL9390)                      | 9-12  | Yo No Soy Tu<br>Perfecta Hija<br>Mexicana (Spanish)          | Vintage Español            |

### **Human Resources Division, Certificated Personnel**

Page 1 of 9 **Board of Trustees** August 10, 2023

### Resignations/Retirements, effective as noted:

| Gaytan, Vanessa | Resignation | 8/11/23 |
|-----------------|-------------|---------|
| Nava, Demetrio  | Resignation | 8/1/23  |
| Siwecki, Karina | Resignation | 8/4/23  |
| Thomas, Kyle    | Resignation | 5/26/23 |

### 2. Employment:

### Α. <u>Teacher(s)/Probationary</u>:

|            |        | <u>Column</u> | Step |
|------------|--------|---------------|------|
| Kim, Sonia | 8/7/23 | 4             | 2    |

### В. <u>Teacher(s)/Temporary</u>:

|                          |        | <u>Column</u> | <u>Step</u> |
|--------------------------|--------|---------------|-------------|
| Berber, Laura            | 8/7/23 | 4             | 1           |
| Farfan, Estefani         | 8/7/23 | 2             | 1           |
| Fleischer, Laurie        | 8/7/23 | 4             | 7           |
| Fria, Omar               | 8/7/23 | 4             | 1           |
| Manrique, Robyn          | 8/7/23 | 3             | 1           |
| Perez-Rodriguez, Jessica | 8/7/23 | 3             | 4           |
| Shah, Helal              | 8/7/23 | 4             | 6           |
|                          |        |               |             |

C. <u>Day-to-Day Substitute Teacher(s)</u> with authorization to teach in subject areas where they have adequate preparation, effective as noted:

| Alvarez, Noah      | 8/9/23 | Howe, Amy                | 8/9/23 |
|--------------------|--------|--------------------------|--------|
| Arar, Amani        | 8/9/23 | Howe, Katherine          | 8/9/23 |
| Archuleta, Bobby   | 8/9/23 | Hullinger, Claudia       | 8/9/23 |
| Barba, Michael     | 8/9/23 | Jaquess, Hayley          | 8/9/23 |
| Barlow Jr, Robert  | 8/9/23 | Johnson, Calvin          | 8/9/23 |
| Bausa, Adriana     | 8/9/23 | Jones, Korinna           | 8/9/23 |
| Bello, Samantha    | 8/9/23 | Jordan, Rachael          | 8/9/23 |
| Blanco, Angel      | 8/9/23 | Kim, Andrew              | 8/9/23 |
| Blunk, Emily       | 8/9/23 | La, Jerry                | 8/9/23 |
| Browne, Autumn     | 8/9/23 | Labonte, Benjamine       | 8/9/23 |
| Chou, Chien-Yu     | 8/9/23 | Langemeier, Rick         | 8/9/23 |
| Chou, Tracy        | 8/9/23 | Latham-Bui, Lisa         | 8/9/23 |
| Cook, Daniel       | 8/9/23 | Lee, Edward              | 8/9/23 |
| Craig, Edward      | 8/9/23 | Look, Kathyrn            | 8/9/23 |
| Encheff, Toni      | 8/9/23 | Lopez, Chelsea           | 8/9/23 |
| Espinoza, Jackelyn | 8/9/23 | Ly, Alice                | 8/9/23 |
| Finder, Haywood    | 8/9/23 | Magcalas, Jose Paolo     | 8/9/23 |
| Flores, Micah      | 8/9/23 | Malley, Karen            | 8/9/23 |
| Gaumer, Rami       | 8/9/23 | Martin Del Campo, John   | 8/9/23 |
| Gibbons, Jonnette  | 8/9/23 | Moreno, Anthony          | 8/9/23 |
| Giroux, Laurel     | 8/9/23 | Nguyen, Anh              | 8/9/23 |
| Gonzalez, Raul     | 8/9/23 | Noah, Douglas            | 8/9/23 |
| Gould, Christopher | 8/9/23 | Phung, Bryant            | 8/9/23 |
| Guevara, Luz       | 8/9/23 | Portwood, Mark           | 8/9/23 |
| Hampton, Sharyn    | 8/9/23 | Ranciglio, Terry Michael | 8/9/23 |
| Hernandez, Karina  | 8/9/23 | Reinsvold, Joe           | 8/9/23 |

| Board o | of Tr | ustees |
|---------|-------|--------|
| August  | 10,   | 2023   |

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| 8/9/23<br>8/9/23<br>8/9/23<br>8/9/23<br>8/9/23<br>8/9/23<br>8/9/23<br>8/9/23<br>8/9/23 | Velasco, Giovanni Visconti, Lois Waterman, Kaiden Wetteland, Kerry White, Howard Whitley, Ora Wilk, Paul Wood, Garry Wuh, Jow-Ching Yescas, Sandra | 8/9/23<br>8/9/23<br>8/9/23<br>8/9/23<br>8/9/23<br>8/9/23<br>8/9/23<br>8/9/23<br>8/9/23  |
|--|--|---|
| 8/9/23<br>8/9/23   | Yescas, Sandra<br>Yi, Michael  | 8/9/23<br>8/9/23  |
|  | 8/9/23<br>8/9/23<br>8/9/23<br>8/9/23<br>8/9/23<br>8/9/23<br>8/9/23<br>8/9/23   | 8/9/23 Visconti, Lois 8/9/23 Waterman, Kaiden 8/9/23 Wetteland, Kerry 8/9/23 White, Howard 8/9/23 Whitley, Ora 8/9/23 Wilk, Paul 8/9/23 Wood, Garry 8/9/23 Wuh, Jow-Ching 8/9/23 Yescas, Sandra |

D. <u>Speech Language Pathologist(s)/Probationary</u>:

|                   |        | <u>Column</u> | <u>Step</u> |
|-------------------|--------|---------------|-------------|
| Reyngold, Rosanne | 8/7/23 | 4             | 1           |

E. <u>Temporary Contract Junior ROTC Teachers</u>, granted one-year contract for 2023-24 with pay per military contract holding a Preliminary Designated ☐ Subjects Credential for ROTC and a Certificate of Completion of Staff ☐ Development Waiver to fulfill California Education Code 44253.1, effective as ☐ noted: ☐

Britton, Bobby 8/1/23 \$8,747.48 Magnolia High School

F. <u>Administrator Salary Placements</u>, effective as noted:

| Abramovitz, Jonathan<br>Social Worker    | 7/9/23  | <u>Range</u><br>18 | <u>Step</u><br>5 |
|--|---------|--------------------|------------------|
| Boupraseuth-Hao, Inthava<br>Psychologist | 7/31/23 | 31                 | 1                |
| Kneefel, Adrianna<br>Psychologist        | 7/31/23 | 31                 | 1                |

G. <u>Administrator Substitute</u>, on an if and as needed basis, at the noted authorized salary per day, effective as noted:

| Hoshi, Ron   | 7/21/23 | \$744 |
|--------------|---------|-------|
| McGhee, Joan | 7/31/23 | \$744 |

### 3. Extra Service Compensation:

A. <u>Additional Salary</u>, 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)

| Arrellano, Jaime  | 8/7/23 |
|-------------------|--------|
| Esperanza, Cori   | 8/7/23 |
| Garcia, Liliana   | 8/7/23 |
| Gasinski, Michael | 8/7/23 |
| Lee, Kyoung       | 8/7/23 |

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> Parsons, Joshua 8/7/23 Ramirez, Oscar 8/7/23 Robitu, Cristina 8/7/23 Sibley, Tommy 8/8/23 Zepeda, Sarah 8/7/23

B. <u>American Speech-Language-Hearing Association (ASHA) Certificate of Competence Stipend</u>, to be paid to the following individual(s), in the amount of \$1,350, for an earned ASHA Certificate of Competence, effective as noted:

Nguyen, Kimanh 8/7/23 Reyngold, Rosanne 8/7/23

C. <u>California Speech-Language Pathology License Stipend</u>, to be paid to the following individual(s), in the amount of \$1,350, for an earned CA Speech-Language Pathology License, effective as noted:

Reyngold, Rosanne 8/7/23

D. <u>Doctorate Stipend</u>, to be paid to the following individual(s) for an earned doctorate stipend, effective as noted:

Bounpraseuth-Hao, Inthava 7/31/23

E. <u>Summer Program Substitutes</u>, to be paid to the following individual(s), at the daily substitute rate of \$160 per person. Days will vary depending on the need at each school site and will be in session from June 2, 2023, through July 1, 2023. (Title III Funds)

Gutierrez, Mayte

F. OCDE Career Technical Education (CTE) Credential Stipend, for the completion of the Orange County Department of Education CTE Credential Program, effective July 5, 2023. Total amount not to exceed \$1,500 per individual: (CTE Incentive/Perkins Fund)

King, Sharon

G. <u>JROTC/NJROTC Department Leadership Stipend</u>, for the following individuals, for the 2023-24 school year, in the amount of \$1,787, to be paid half at the end of each semester: (General Funds)

Britton, Bobby Magnolia High School McCall, Erik Kennedy High School Pearce, Jerry Western High School Loara High School Wongwui, Mino Katella High School

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H. <u>JROTC/NJROTC Drill Team Stipend</u>, for the following individuals, for the 2023-24 school year, in the amount of \$2,383, to be paid half at the end of each semester: (General Funds)

Cochran, Dallas
Fuega, Poutoa
Gastelum, Daniel
Tolliver, Jeffrey
Truby Jr., Richard
Loara High School
Magnolia High School
Western High School
Katella High School
Anaheim High School

I. AIME Internship Coordinator Stipend, for the following individual(s) who will oversee 125 high school students selected for a paid summer internship with business partners. Coordinators will work for seven weeks from June 2, 2023, through July 14, 2023. Individuals will be paid \$7,000 per person. (AIME Funds)

Bradford, Karina Johnson, Mandy Pfeiffer, Sean Solórzano, Raymond Wilmoth, Scott

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:

|                    | <u>From</u> | <u>To</u> | <u>Effective</u> |
|--------------------|-------------|-----------|------------------|
| Ancheta, Alyssa    | 3 2         | 4 2       | 8/7/23           |
| Hutchings, Christy | 3 11        | 4 11      | 8/7/23           |

5. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

| Anaya, Paige                | 7/24/23 |
|-----------------------------|---------|
| Chu, Brian                  | 6/29/23 |
| Cruz Rodriguez, Kylematthew | 7/19/23 |
| Guo, Tony                   | 4/3/23  |
| Huynh, Tina                 | 7/13/23 |
| Kim, Lauren                 | 7/23/23 |
| Labrosse, Kaitlyn           | 7/20/23 |
| May, Samyuthyrith           | 7/11/23 |
| Miller, Hannah              | 7/28/23 |
| Parra, David                | 10/2/19 |
| Riverasanchez, Claudia      | 7/18/23 |
| Velascoaguilar, Julia       | 7/24/23 |
| Villagarcia, Maria          | 7/22/23 |
|                             |         |

6. Extra Service Assignments, employment effective as noted:

### **Classified:**

|                     | <u>Salary</u> | <u>Term</u> | <u>Effective</u> |
|---------------------|---------------|-------------|------------------|
| <u>Anaheim</u>      |               |             |                  |
| Duran, Sevastian    | \$3,983       | Season      | 8/1/23           |
| Football, Assistant |               |             |                  |

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**Board of Trustees** 

August 10, 2023

| <u>Cypress</u><br>Baguioro, Jebbangelo<br>Cheer                    | \$809.75   | 1 <sup>st</sup> Semester | 8/7/23  |
|--|------------|--------------------------|---------|
| Cobos Jr., Michael<br>Cheer  | \$1,619.50 | 1 <sup>st</sup> Semester | 8/7/23  |
| Galvan, Eric<br>Cheer  | \$1,619.50 | 1 <sup>st</sup> Semester | 8/7/23  |
| Griffiths, Alexandra<br>Volleyball                                 | \$4,418    | Season                   | 8/1/23  |
| Ledesma, Sierra<br>Song  | \$1,619.50 | 1 <sup>st</sup> Semester | 8/7/23  |
| Lee, Young<br>Tennis, Asst./Lower Level                            | \$3,595    | Season                   | 8/1/23  |
| Manliguis, Corey<br>Volleyball, Asst./Lower Level                  | \$3,595    | Season                   | 8/1/23  |
| Parcells, Justin<br>Football, Assistant, F/S                       | \$3,595    | Season                   | 8/1/23  |
| Reyes, Julia<br>Water Polo   | \$4,418    | Season                   | 8/1/23  |
| Thornburg, Lindsey<br>Tennis, Asst./Lower Level                    | \$3,595    | Season                   | 8/1/23  |
| <u>Katella</u><br>Albert, Nichole<br>Basketball, Asst./Lower Level | \$3,983    | Season                   | 11/1/23 |
| Archer, Cornel<br>Basketball, Asst./Lower Level                    | \$1,991.50 | Season                   | 11/1/23 |
| Armbruster, William<br>Basketball, Asst./Lower Level               | \$3,983    | Season                   | 11/1/23 |
| Banales, Andre<br>Water Polo, Asst./Lower Level                    | \$3,595    | Season                   | 8/1/23  |
| Banales, Andre<br>Water Polo, Asst./Lower Level                    | \$3,595    | Season                   | 11/1/23 |
| Brown, Dandre<br>Basketball, Asst./Lower Level                     | \$1,991.50 | Season                   | 8/1/23  |

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|--|---------|--------------------------|-------------|
| August 10, 2023                                    |         |                          |             |
| Castaneda, Raymond<br>Football, Assistant, V       | \$4,246 | Season                   | 8/1/23      |
| De La Hoya, Paul<br>Football, Assistant, F/S       | \$3,595 | Season                   | 8/1/23      |
| Deason, Geoconda<br>Volleyball, Asst./Lower Level  | \$3,595 | Season                   | 8/1/23      |
| Jackson, Eileen<br>Softball, Asst./Lower Level     | \$3,983 | Season                   | 2/1/24      |
| Goossens, Paul<br>Cross Country                    | \$3,983 | Season                   | 8/1/23      |
| Harlan, Dylan<br>Band, Director                    | \$3,236 | 1 <sup>st</sup> Semester | 8/7/23      |
| Hill, Michael<br>Baseball, Asst./Lower Level       | \$3,983 | Season                   | 2/1/24      |
| Jones, Angelique<br>Basketball, Asst./Lower Level  | \$3,983 | Season                   | 11/1/23     |
| Jones, Angelique<br>Flag Football                  | \$5,497 | Season                   | 8/1/23      |
| Mack, Jenna<br>Basketball, Asst./Lower Level       | \$3,983 | Season                   | 11/1/23     |
| Martinez, Juan<br>Cross Country, Asst./Lower Level | \$3,595 | Season                   | 8/1/23      |
| Medina, Henry<br>Football                          | \$4,246 | Season                   | 8/1/23      |
| Miranda, Jesus<br>Baseball, Asst./Lower Level      | \$3,983 | Season                   | 2/1/24      |
| Moraza, Armando<br>Baseball, Asst./Lower Level     | \$3,983 | Season                   | 2/1/24      |
| Morrill, John<br>Football, JV                      | \$3,983 | Season                   | 8/1/23      |
| Morrill, John<br>Wrestling                         | \$4,990 | Season                   | 11/1/23     |
| Morrill, Katherine<br>Dance                        | \$2,209 | 1 <sup>st</sup> Semester | 8/7/23      |
|  |         |                          |             |

| Board of Trustees<br>August 10, 2023                        |            |                          | Page 7 of 9 |
|---|------------|--------------------------|-------------|
| Morrill, Katherine<br>Song                                  | \$3,236    | 1 <sup>st</sup> Semester | 8/7/23      |
| Morrill, Katherine<br>Wrestling                             | \$4,990    | Season                   | 11/1/23     |
| Parga, Vincent<br>Wrestling, Asst./Lower Level              | \$3,983    | Season                   | 11/1/23     |
| Pizano, Jeffrey<br>Tennis                                   | \$4,418    | Season                   | 8/1/23      |
| Pliego, Jose Filiberto<br>Tennis, Asst./Lower Level         | \$3,595    | Season                   | 8/1/23      |
| Pliego, Jose Filiberto<br>Soccer                            | \$4,418    | Season                   | 11/1/23     |
| Price, Diondre<br>Flag Football, Asst./Lower Level          | \$1,991.50 | Season                   | 8/1/23      |
| Rangel, Brandon<br>Football, F                              | \$3,983    | Season                   | 8/1/23      |
| Sellers, Robert<br>Basketball, Asst./Lower Level            | \$3,983    | Season                   | 11/1/23     |
| Tillman, Jason<br>Basketball, Asst./Lower Level             | \$1,991.50 | Season                   | 11/1/23     |
| Vargas, Giajaida<br>Volleyball, Asst./Lower Level           | \$3,595    | Season                   | 8/1/23      |
| Vargas, Giajaida<br>Volleyball, Asst./Lower Level           | \$3,595    | Season                   | 2/1/24      |
| <u>Kennedy</u><br>Aiau, Brandon<br>Flag Football, Assistant | \$3,983    | Season                   | 8/1/23      |
| Barragan, Marcel<br>Band, Assistant Director                | \$1,889.50 | 1 <sup>st</sup> Semester | 8/7/23      |
| Barragan, Marcel<br>Band, Assistant Director                | \$1,889.50 | 2 <sup>nd</sup> Semester | 1/8/24      |
| Clark, Samuel<br>Flag Football, Assistant                   | \$3,983    | Season                   | 8/1/23      |
| Gomez, Imani<br>Football, Assistant, S                      | \$3,983    | Season                   | 8/1/23      |

| Board of Trustees<br>August 10, 2023             |            |                          | Page 8 of 9 |
|--|------------|--------------------------|-------------|
| Hirai, Spencer<br>Volleyball, Asst./Lower Level  | \$3,595    | Season                   | 8/1/23      |
| Hull, Brittany<br>Cheer                          | \$1,619.50 | 1 <sup>st</sup> Semester | 8/7/23      |
| Kirby, Patrick<br>Football, Assistant            | \$1,000    | Season                   | 8/1/23      |
| Kuhl, Douglas<br>Dance                           | \$2,209    | 1 <sup>st</sup> Semester | 8/7/23      |
| Kuhl, Douglas<br>Dance                           | \$2,209    | 2 <sup>nd</sup> Semester | 1/8/24      |
| Leonard, Thomas<br>Football, Assistant, F/S      | \$3,595    | Season                   | 8/1/23      |
| Perales, Celena<br>Soccer, Assistant             | \$3,595    | Season                   | 11/1/23     |
| Portillo, Amarilis<br>Water Polo, Assistant      | \$3,595    | Season                   | 8/1/23      |
| Potter, Jane<br>Soccer, Assistant                | \$3,595    | Season                   | 11/1/23     |
| Scott, Clifford<br>Footballl, JV                 | \$3,983    | Season                   | 8/1/23      |
| Siatunuu, Lalotoa<br>Football, JV                | \$3,983    | Season                   | 8/1/23      |
| Smith, Madison<br>Cheer                          | \$3,236    | 1 <sup>st</sup> Semester | 8/7/23      |
| Smith, Madison<br>Cheer                          | \$3,236    | 2 <sup>nd</sup> Semester | 1/8/24      |
| Tyler, Derek<br>Football, Assistant              | \$3,983    | Season                   | 8/1/23      |
| <u>Magnolia</u><br>Barnett, Xavier<br>Volleyball | \$4,418    | Season                   | 8/7/23      |
| Bogosian, Michael<br>Football, JV                | \$3,983    | Season                   | 8/7/23      |
| Cruz, Naxeli<br>Song                             | \$1,619.50 | 1 <sup>st</sup> Semester | 8/7/23      |

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|---|------------|--------------------------|-------------|
| Garcia, Alyssa<br>Flag Football                         | \$4,990    | Season                   | 8/7/23      |
| Jones Jr., Erland<br>Flag Football, Assistant           | \$3,983    | Season                   | 8/7/23      |
| Le, Shannon<br>Cheer                                    | \$1,619.50 | 1 <sup>st</sup> Semester | 8/7/23      |
| Mc Feggan III, William<br>Football, S                   | \$3,983    | Season                   | 8/7/23      |
| Orozco, Michael<br>Cross Country                        | \$3,983    | Season                   | 8/7/23      |
| <u>Orangeview</u><br>Escalera-Salas, Alex<br>Football   | \$2,956    | 1 <sup>st</sup> Quarter  | 8/21/23     |
| Machado, Carmen<br>Football, Assistant                  | \$2,186    | 1 <sup>st</sup> Quarter  | 8/21/23     |
| <u>Savanna</u><br>Coss, Jorge<br>Football, Assistant, V | \$4,246    | Season                   | 8/1/23      |

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### Retirements/Resignations/Terminations, effective as noted: 1.

|  | Location:              | <b>Effective</b> |
|--|------------------------|------------------|
| Andrade, Michael<br>Instructional Assistant – Behavioral Support                 | Hope School            | 05/25/2023       |
| Canero, Katherine<br>Instructional Assistant – Behavioral Support                | Hope School            | 08/18/2023       |
| Durley, Natalie<br>Human Resources Technician                                    | Human Resources        | 07/28/2023       |
| Henry, Jason<br>Instructional Assistant – Behavioral Support                     | Hope School            | 08/07/2023       |
| Lefort, Briana<br>Instructional Assistant –<br>Specialized Academic Instruction  | South Jr. High School  | 05/25/2023       |
| Ortiz, Maria<br>Food Services Assistant I  | Walker Jr. High School | 05/25/2023       |
| Qazza, Hend<br>Behavior Intervention Specialist                                  | Education Division     | 05/31/2023       |
| Rodriguez, Elise<br>Instructional Assistant – Adult Transition                   | Gilbert High School    | 08/11/2023       |
| Tagle, Veronica<br>Instructional Assistant –<br>Specialized Academic Instruction | Magnolia High School   | 08/10/2023       |
| Walters, Cambrieah<br>Instructional Assistant – Behavioral Support               | Savanna High School    | 05/25/2023       |
| Employment, effective as noted:  |                        |                  |

### 2.

|   | Range/Step: | Effective: |
|---|-------------|------------|
| Permanent Employees:                                |             |            |
| Garcia, Enrique<br>Warehouse Worker – Food Services | 51/01       | 08/10/2023 |
| Mundschau, Steven<br>Technology Services Technician | 57/07       | 08/01/2023 |
| Seng, Sotheara<br>Technology Services Technician    | 57/01       | 08/01/2023 |

### **Human Resources Division, Classified Personnel**

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| Smith, Malinda<br>Licensed Vocational Nurse  | 55/07    | 08/01/2023 |
|--|----------|------------|
| Soriano, Daryl<br>Secretary – Registrar/Records  | 51/01    | 07/26/2023 |
| Vergara, Dianna<br>Secretary – Registrar/Records   | 51/06    | 07/10/2023 |
| Promotions:  |          |            |
| Dominguez, Janet<br>Secretary – Registrar/Records (Bilingual)  | 53/07    | 07/10/2023 |
| Huttner, Heather<br>Medi-Cal Billing Specialist  | 63/07    | 07/10/2023 |
| Juarez Santos, Verenise<br>Sr. Administrative Assistant – School Support                             | 59/02    | 07/12/2023 |
| Substitute Employees:  |          |            |
| Garcia, Enrique<br>Substitute Warehouse Worker   | 51/01    | 08/04/2023 |
| Garcilazo, Janeet<br>Substitute Campus Safety Aide   | 43/03    | 08/01/2023 |
| Ibanez, Alfonso III<br>Substitute Health Services Technician   | 51/01    | 08/01/2023 |
| Maldonado, Roxanne<br>Substitute Instructional Assistant –<br>Specialized Academic Instruction       | 43/01    | 08/09/2023 |
| McFadden, Sarah<br>Substitute Instructional Assistant –<br>Adult Transition                          | 51/01    | 08/09/2023 |
| McFadden, Sarah<br>Substitute Instructional Assistant –<br>Behavioral Support                        | 51/01    | 08/09/2023 |
| McFadden, Sarah<br>Substitute Instructional Assistant –<br>Medically Fragile/Orthopedically Impaired | 51/01    | 08/09/2023 |
| Molina, Carolina<br>Substitute Bus Driver  | 55/01    | 08/01/2023 |
| Palacios, Chantale<br>AVID Tutor   | \$16/Hr. | 08/01/2023 |

### **Human Resources Division, Classified Personnel**

Board of Trustees August 10, 2023

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| Ramirez, Jose<br>Substitute Campus Safety Aide    | 43/03    | 08/01/2023 |
|---|----------|------------|
| Ruelas-Romero, Gue<br>AVID Tutor                  | \$16/Hr. | 08/01/2023 |
| Santiago, Joshua<br>Substitute Office Assistant   | 43/01    | 07/11/2023 |
| Santiago, Joshua<br>Substitute Secretary          | 51/01    | 07/11/2023 |
| Sierra, Carolina<br>Substitute Office Assistant   | 43/01    | 07/25/2023 |
| Sierra, Carolina<br>Substitute Secretary          | 51/01    | 07/25/2023 |
| Whitmore, Daniel<br>Substitute Campus Safety Aide | 43/03    | 08/01/2023 |

**Effective** 

### 3. **Workability, current minimum wage or stipend of \$256 effective as noted:** (Workability Grant Funds)

|                            | Effective  |
|----------------------------|------------|
| Alonso Garcia, Michelle    | 09/05/2023 |
| Alvarado, Andrew           | 09/05/2023 |
| Balbuena, Carlos           | 09/18/2023 |
| Chavez, Raymond            | 09/05/2023 |
| Corona, Jerry              | 09/18/2023 |
| De La Vega, Sean           | 09/05/2023 |
| Felix, Tristan             | 09/01/2023 |
| Franco, Diego              | 09/05/2023 |
| Galvez, Victor             | 09/18/2023 |
| Gonzalez Licea, Jennifer   | 09/05/2023 |
| Gutierrez, Adam            | 09/18/2023 |
| Hattar, Faris              | 09/05/2023 |
| Karp, Ava                  | 09/05/2023 |
| Lopez, Gavin               | 09/18/2023 |
| Malate, Asriel             | 09/18/2023 |
| Mariscal Jimenez, Andy     | 09/18/2023 |
| Morrison, Jaden            | 09/01/2023 |
| Nguyen, Nina               | 09/05/2023 |
| Ortega, Kalani             | 09/18/2023 |
| Pech, Paul                 | 09/18/2023 |
| Perez, Cassandra           | 09/05/2023 |
| Ramirez, Kenneth           | 09/05/2023 |
| Rivera, Angelica           | 09/05/2023 |
| Torres, David              | 09/01/2023 |
| Valencia Gutierrez, Daniel | 09/05/2023 |

### 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, July 20, 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 3:45 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:

- Exhibit O, replace page 3 to change the word "case" to "care."
- Exhibit W, replace page 12 to change dollar amounts.

On the motion of Trustee Smith, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees 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 3:46 p.m.

### RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED SESSION REPORT OUT

### 5.1 Reconvene Meeting

The Board of Trustees reconvened into open session at 6:00 p.m.

### 5.2 Pledge of Allegiance and Moment of Silence

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 No reportable action taken regarding public employee performance evaluation, superintendent.
- 5.3.2 The Board of Trustees unanimously approved the settlement agreement in OAH Case No. 2023040446, resolving all issues in Student's due process complaint by funding placement and reimbursement.
- 5.3.3 The Board of Trustees unanimously approved the settlement agreement in OAH Case No. 2023010406, resolving all issues in Student's due process complaint by making changes to the IEP and providing reimbursements.
- 5.3.4 No reportable action taken regarding negotiations.
- 5.3.5 No reportable action taken regarding personnel.
- 5.3.6 The Board of Trustees unanimously voted to accept settlement in Orange County Superior Court Case No. 30-2020-01156793-CU-PO-CJC).
- 5.3.7 The Board of Trustees unanimously voted to accept settlement in Orange County Superior Court Case No. 30-2021-012505292-CU-PO-CJC) and related coverage issues.
- 5.3.8 The Board of Trustees unanimously voted to accept settlement in Orange County Superior Court Case No. 30-2021-01238180-CU-PO-CJC).
- 5.3.9 The Board of Trustees unanimously voted to accept settlement in Orange County Superior Court Case No. 30-2022-01262513-CU-PO-CJC).
- 5.3.10 The Board of Trustees unanimously voted to accept settlement in Orange County Superior Court Case No. 30-2020-01148065-CU-PO-CJC, with Plaintiffs 1, 2 (including related coverage issues) 3, 4, 6, 7, and 9.
- 5.3.11 The Board of Trustees unanimously voted to accept settlement in Orange County Superior Court Case No. 30-2022-01246603-CU-PO-CJC.
- 5.3.12 The Board of Trustees unanimously voted to make the following appointment effective July 3, 2023.

Brian Belski, director of Arts Education

Brian Belski stated he was honored and humbled to accept this new role, as well as expressed he is thankful for the District's support of the arts. In addition, he thanked his family for their support.

### 6. **REPORTS**

### 6.1 **Student Speakers**

There were no requests to speak.

### 6.2 **Reports of Associations**

There were no reports.

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

There was no report.

### 7. **PUBLIC COMMENTS, OPEN SESSION ITEMS**

7.1 Fred Smoller, Chapman University professor, spoke about the Orange Sustainability Decathlon on October 6, 2024, and invited District students to attend.

### 8. **ITEMS OF BUSINESS**

### **EDUCATIONAL SERVICES**

### 8.1 <u>School-Sponsored Student Organizations</u>

### Background Information:

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

### **Current Consideration:**

The following schools submitted school-sponsored student organization applications:

- 8.1.1 Astronomy Club, Cypress High School
- 8.1.2 Comp Sci Club, Cypress High School
- 8.1.3 Cypress DND Club, Cypress High School
- 8.1.4 Cypress Law and Order, Cypress High School
- 8.1.5 For Their Service, Cypress High School
- 8.1.6 Link Crew, Cypress High School
- 8.1.7 PI (Pacific Islander) Club, Cypress High School
- 8.1.8 The Games Club, Cypress High School
- 8.1.9 Rising Sunshine Parenting Club, Gilbert High School
- 8.1.10 Hip Hop Club, Kennedy High School
- 8.1.11 Jesus Club, Brookhurst Junior High School
- 8.1.12 Sycamore Black Student Union, Sycamore Junior High School

### **Budget Implication:**

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

### <u>Action</u>:

On the motion of Trustee Guerrero, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the school-sponsored organization applications.

### RESOLUTIONS

### 8.2 <u>Resolution No. 2023/24-E-01, Annual Certification of Course-Based Independent Study for 2023-24</u>

### 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.

### Action:

On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2023/24-E-01. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

### 8.3 Resolution No. 2023/24-E-02, Artificial Intelligence in Education

### 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 21<sup>st</sup> 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.

### Action

On the motion of Trustee Piercy and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2023/24-E-02. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

### **EDUCATIONAL SERVICES**

### 8.4 Revised Board Policy 7807 (6158), Independent Study, Second Reading

### Background Information:

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

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees reviewed and approved revised Board Policy 7807 (6158), Independent Study, as amended prior to the adoption of the agenda.

### 8.5 <u>Revised Board Policy 71105 (6146.1), High School Graduation Requirements,</u> First Reading

### **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 was requested to engage in the first reading of revised Board Policy 71105 (6146.1).

### **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 Board Policy 71105 (6146.1).

### 8.6 License Subscription, ArbiterSports, LLC

### **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.

### **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)

### Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the license subscription.

### 8.7 **Quote, 5-Star Students (5-Star)**

### 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)

### Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the quote.

### 8.8 Grant Award, Mazda Foundation FUSE Grant

### Background Information:

FUSE is a research-based STEAM education program developed in Northwestern University's School of Education and Social Policy for students in 5<sup>th</sup> through 12<sup>th</sup> 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.

### Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the grant award.

### 8.9 <u>Memorandum of Understanding (MOU), Orange County Human Relations dba</u> <u>Groundswell</u>

### 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)

### Action:

On the motion of Trustee Smith, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the MOU.

### 8.10 Purchase and Subscription Services Agreement, Raptor Technologies, LLC

### 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)

### Action:

On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees ratified the agreement.

### 8.11 Independent Contractor Agreement, Leadership Inspirations

### **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.

### Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the agreement.

### 8.12 Subcontract Agreement, The Regents of the University of California

### 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.

### **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 ratified the subcontract agreement, as amended prior to the adoption of the agenda.

### 8.13 <u>Purchase Through Public Corporation or Agency, Netsync Network Solutions, Inc.</u> for Amazon S3 Platform

### 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)

### Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved 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.

### 8.14 <u>Purchase Through Public Corporation or Agency, Netsync Network Solutions, Inc.,</u> Installation and Deployment

### **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)

### Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved 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.

### 8.15 Purchase Through Public Corporation or Agency, Softchoice Corporation

### 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 that 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)

### Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved 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.

### 8.16 Independent Contractor Agreement, Parent Teacher Home Visit

### 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)

### Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the independent contractor agreement.

### **HUMAN RESOURCES**

### 8.17 Public Hearing, Disclosure of Collective Bargaining Agreement with APGA

### 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.

### Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened the public hearing to provide the public an opportunity to speak on the proposed agreement.

President O'Neal opened the public hearing at 6:28 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 6:28 p.m.

### 8.18 Adoption of the 2022-26 Collective Bargaining Agreement with APGA

### 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)

### Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees adopted the 2022-26 collective bargaining agreement with APGA.

### 8.19 Revised Board Policy 6317.25 (4119.22), Professional Attire, Second 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:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees reviewed and approved revised Board Policy 6317.25 (4119.22), Professional Attire.

### SUPERINTENDENT'S OFFICE

### 8.20 <u>Revised Board Policy 10325 (9323), Meeting Conduct; Revised Board Policy 10110,</u> Number of Adult/Student Members and Terms of Office, Second 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:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees reviewed and approved revised Board Policy 10325 (9323), Meeting Conduct, and revised Board Policy 10110, Number of Adult/Student Members and Terms of Office.

#### 9. **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 9.14, Exhibit UU, pulled by Trustees Guerrero and ONeal, as well as 9.37 pulled by Trustee Piercy. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

#### **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)

#### Action:

The Board of Trustees approved the consulting agreement with TeamCivX, LLC.

# 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)

#### Action:

The Board of Trustees approved the agreement with True North.

# 9.3 <u>Agreement, North Orange County Regional Occupational Program (NOCROP),</u> <u>Career Guidance Specialist Personnel</u>

#### 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.

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)

# Action:

The Board of Trustees ratified the agreement.

# 9.4 <u>Agreement Amendment, North Orange County Community College District</u> (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.

#### Action:

The Board of Trustees approved the agreement amendment.

# 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.

# Action:

The Board of Trustees ratified and/or approved the agreements.

# 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)

#### Action:

The Board of Trustees ratified the consulting services agreement.

# 9.7 <u>Amendments No. 3 and No. 4 Lease-Leaseback Agreement, Erickson-Hall</u> <u>Construction Co., Magnolia High School New Construction and Modernization-RFP</u> #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.

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)

#### Action:

The Board of Trustees ratified Amendments No. 3 and No. 4 to the LLB agreement with Frickson-Hall.

# 9.8 **Award of Bid**

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

Bid# Service Award Amount

2024-01 Cypress High School J & A Fence \$149,500

Temporary Security Fencing

(Facilities Funds or other funds as appropriate)

#### Action:

The Board of Trustees awarded 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 (\$125,126)
New Contract Value \$563,562

#### <u>Action</u>

The Board of Trustees ratified 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

#### Action:

The Board of Trustees authorized the assistant superintendent, Business to accept Bid #2023-07, as complete, and authorized the filing of the notice of completion with the Office of the County Recorder.

# 9.11 <u>Declaring Certain Furniture and Equipment as Unusable, Obsolete, and/or Out-of-Date, and Ready for Sale or Destruction</u>

# 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.

# 9.12 <u>Declaring Certain Textbooks and Instructional Materials as Unusable, Obsolete,</u> and/or Out-of-Date, Damaged, and Ready for Sale or Destruction

#### Action:

The Board of Trustees approved the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as surplus, as well as authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees ratified items 9.14, Exhibit UU, with the following vote.

Ayes: Trustees Piercy, Smith, and Randle-Trejo

Abstain: Trustees Guerrero and O'Neal

# 9.13 Purchase Order Detail Report and Change Orders

#### Action:

The Board of Trustees ratified the reports June 6, 2023, through July 7, 2023.

# 9.14 Check Register/Warrants Report

#### Action:

The Board of Trustees ratified the report June 6, 2023, through July 9, 2023.

# 9.15 **SUPPLEMENTAL INFORMATION**

- 9.15.1 ASB Fund, February and March 2023
- 9.15.2 Cafeteria Fund, April 2023
- 9.15.3 Enrollment, Month 10

#### **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.

#### Action:

The Board of Trustees officially received and ratified the submitted safety plans for all school sites.

# 9.17 <u>Independent Contractor Agreement, Awareness in Motion, LLC (AIM) Formerly Known as MindKind Institute, LLC</u>

# **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)

### Action:

The Board of Trustees approved the independent contractor agreement.

# 9.18 Independent Contractor Agreement, Inflexion

# <u>Background Information</u>:

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)

#### Action:

The Board of Trustees approved the agreement.

# 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)

#### Action:

The Board of Trustees ratified the agreement.

# 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)

#### Action:

The Board of Trustees approved the purchase.

# 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 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)

#### Action:

The Board of Trustees ratified the agreement.

# 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.

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

#### Action:

The Board of Trustees approved the independent contractor services agreement.

# 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)

#### Action:

The Board of Trustees ratified the agreement.

# 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.

#### Action:

The Board of Trustees ratified the statement of work.

#### 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.

#### Action

The Board of Trustees approved the independent contractor agreement.

# 9.26 <u>Memorandum of Understanding (MOU), West-Ed California Healthy Kids Survey</u> (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.

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

# Action:

The Board of Trustees approved the memorandum of understanding.

# 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 was 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.

#### Action:

The Board of Trustees ratified the master contract.

# 9.28 <u>Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA), Tustin Unified School District</u>

### 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.

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

# Action:

The Board of Trustees ratified the MOU between the District and TUSD.

# 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)

#### Action:

The Board of Trustees approved the amendment.

#### 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 was requested to consider adoption of the materials following the end of the period of public display, July 21, 2023, through August 10, 2023.

#### Action:

The Board of Trustees approved the display.

#### 9.31 Individual Service Contracts

#### Action:

The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

# 9.32 *Field Trip Report*

# Action:

The Board of Trustees approved/ratified the report as submitted.

#### **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.

#### Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially accepted the report.

# 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.

#### Action:

The Board of Trustees ratified the agreement.

# 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.

#### Action:

The Board of Trustees ratified the agreement.

# 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.

#### Action:

The Board of Trustees adopted the revised salary schedules for the AFSCME and CSEA employee groups as submitted.

# 9.37 **Certificated Personnel Report**

#### Action

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved/ratified the report as submitted.

# 9.38 Classified Personnel Report

#### Action:

The Board of Trustees approved/ratified the report as submitted.

#### SUPERINTENDENT'S OFFICE

# 9.39 <u>California School Boards Association (CSBA) Membership and GAMUT Online Policy Services</u>

#### 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)

#### Action:

The Board of Trustees ratified the membership and GAMUT online policy services.

# 9.40 **Conferences and/or Meetings**

It was 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)

# Action:

The Board of Trustees approved 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 9.41.2 June 15, 2023, Regular Meeting

#### Action

The Board of Trustees approved the minutes as submitted.

#### 10. SUPERINTENDENT AND STAFF REPORT

Superintendent Matsuda shared he and staff attended the GEAR UP Conference in San Francisco, CA. He thanked the Board for their support.

Dr. Fried reported on the Leadership Advance.

Mr. Jackson wished all a great start to the school year.

Dr. Nien shared the District received a Construction Management Association of America Award for Dale Junior High School's Modernization Project, as well as thanked Patty Neely and her team for their work. She also wished Scott Sangren, director of Transportation, a "Happy Birthday" and acknowledged his dedication to the District.

Mr. Widell did not have a report.

Mr. Saldivar recognized Juana Rojas, Western High School parent, for receiving the National Parent of the Year Award at the GEAR UP Conference. Additionally, he thanked the Maintenance and Operations Department for working diligently to get schools sites ready for the school year.

### 11. **BOARD OF TRUSTEES' REPORT**

Trustee Guerrero reported she attended the Budget Committee Meeting, Summer Arts Academy Musical "Newsies," Congressman Lou Correa's Agriculture and Nutrition Roundtable at Gilbert High School, AIME Summer Closing Ceremony, and GEAR UP Conference. She also acknowledged Juana Rojas, Western High School parent, for receiving the National Parent of the Year Award at the GEAR UP Conference.

Trustee Piercy indicated she attended the AIME and Disney Student Presentation, AIME Summer Closing Ceremony, and Leadership Advance.

Trustee Smith did not have a report.

Trustee Randle-Trejo stated she attended the Summer Arts Academy Musical "Newsies," AIME Summer Closing Ceremony, GEAR UP Conference, NOCROP Board Meeting, GASELPA Board Meeting, and added she is looking forward to the upcoming school year.

Trustee O'Neal shared he attended the Budget Committee Meeting, AIME and Disney Student Presentation, AIME Summer Closing Ceremony, NOCROP Board Meeting, Leadership Advance, Jam making at the Magnolia Agriscience Community Center. Additionally, he thanked staff Districtwide for their hard work.

# 12. ADVANCE PLANNING

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

# 12.2 **Suggested Agenda Items**

There were no suggested agenda items.

# 13. **ADJOURNMENT**

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 6:49 p.m.

| Approved _ |                          |  |
|------------|--------------------------|--|
|            | Clerk, Board of Trustees |  |