

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

NOTICE OF REGULAR MEETING

Date: October 12, 2020

To: 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
Al Jabbar, P.O. Box 3520, Anaheim, CA 92803-3520
Brian O'Neal, 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 15th day of October 2020

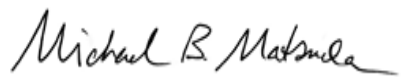
Members of the public may observe the meeting by livestream on the District's
YouTube channel at <https://bit.ly/2KEiCDA>.

Individuals requesting interpretation should contact the executive assistant to the
superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, October 13, 2020, to
allow for reasonable arrangement to ensure interpretation services.

Any member of the public has an opportunity to address the Board of Trustees by
submitting comments online at <https://bit.ly/2KJTiMw> prior to the meeting, as outlined
below in the Public Comments and Public Hearing portions of this agenda. Submissions will
be read aloud during the Board Meeting by the Board President or designee.

Closed Session-2:45 p.m.

Regular Meeting-4:00 p.m.



Michael B. Matsuda
Superintendent

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES

Agenda

Thursday, October 15, 2020

Closed Session—2:45 p.m.

Regular Meeting—4:00 p.m.

This meeting is being held pursuant to Executive Order N-29-20 issued by California Governor Gavin Newsom on March 17, 2020. Any or all board members may attend the meeting by phone or other electronic means.

Members of the public may observe the meeting by livestream on the District's YouTube channel at <https://bit.ly/2KEiCDA>.

Individuals requesting interpretation should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, October 13, 2020, to allow reasonable arrangement to ensure interpretation services.

Any member of the public has an opportunity to address the Board of Trustees by submitting comments online at <https://bit.ly/2KJTiMw> prior to the meeting, as outlined below in the Public Comments and Public Hearing portions of this agenda. Submissions will be read aloud during the Board Meeting by the Board President or designee.

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

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, October 13, 2020, to allow for reasonable arrangements to ensure accessibility to the meeting.

1. **CALL TO ORDER—ROLL CALL** **ACTION ITEM**
2. **ADOPTION OF AGENDA** **ACTION ITEM**
3. **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. Comments may be submitted online at <https://bit.ly/2KJTiMw> prior to the Board meeting. Submissions will be read aloud during the Board Meeting by the Board President or designee. Each speaker is limited to a maximum of five minutes; each topic or item is limited to a total of 20 minutes. Board Members cannot immediately respond to public comments, as stated on the speaker request form.

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

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 (Case No. 30-2020-01148065-CU-PO-CJC).
- 4.3 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Mr. Matsuda, Dr. Fried, Dr. Root, and Mr. Jackson regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), California School Employees Association (CSEA), and Mid-Managers Association (MMA).
- 4.4 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release.
- 4.5 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release, HR-2020-21-05. **[CONFIDENTIAL]**
- 4.6 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (Orange County Case No. 30-2017-00961061-CU-OE-CJC).
- 4.7 To consider matters pursuant to Government Code Section 54956.9(d)(2): Conference with Legal Counsel-Anticipated Litigation/Significant exposure to litigation [one case], HR-2020-21-06. **[CONFIDENTIAL]**

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

5.1 Reconvene Meeting

The Board of Trustees will reconvene into open session.

5.2 Pledge of Allegiance and Moment of Silence

Student Representative to the Board of Trustees Elizabeth Ochei 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. INTRODUCTION OF GUESTS **INFORMATION ITEM**

The Board of Trustees would like to recognize our community stakeholders for their interest in the Anaheim Union High School District and for attending our Board meeting. Thank you for your participation and contribution as we create an educational environment that graduates socially aware, civic-minded students who are college and career ready with unlimited opportunities for the 21st century.

In addition, Board President Randle-Trejo will introduce dignitaries in attendance.

7. **REPORTS**

INFORMATION ITEMS

7.1 **Student Representative's Report**

Elizabeth Ochei, student representative to the Board of Trustees, will report on student activities throughout the District.

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) Reports**

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. Comments may be submitted online at <https://bit.ly/2KJTiMw> prior to the meeting. Submissions will be read aloud during the Board Meeting by the Board President or designee. Each speaker is limited to a maximum of five minutes; each topic or item is limited to a total of 20 minutes. Board members cannot immediately respond to public comments, as stated on the speaker request form.

9. **PRESENTATIONS**

INFORMATION ITEMS

9.1 **Mental Health Report**

Background Information:

The District's School-Based Mental Health (SBMH) program consists of a comprehensive system that supports the identification, assessment, intervention, and treatment of students with intensive needs. These efforts also include the support services offered by school counselors and school psychologists. Efforts to expand services include the addition of social workers, the Mental Health Task Force focused on building a comprehensive system, the rollout of the Trauma Informed and Responsive initiative, as well as the joining of forces with additional community health, mental health, and social services agencies.

There has been a steady rise in the number of youths developing psychosocial issues. Distance learning is having a direct impact on the health and mental health of youth.

Current Consideration:

Dr. Adela Cruz, Coordinator of School Mental Health, McKinney-Vento, and Foster Youth, will present to the Board of Trustees on the current Districtwide efforts to address the mental health needs of youth.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

9.2 **School Dismissal and Distance Learning**

Background Information:

On March 13, 2020, the Board of Trustees unanimously passed and adopted Resolution No. 2019/20-BOT-02, declaring a local emergency due to the outbreak and spread of the novel coronavirus (COVID-19). In recognition of the existing emergency, the District ultimately closed physical school sites for students through the end of the 2019-20 year. On July 16, 2020, the Board of Trustees, following review and analysis of local data and information, unanimously passed and adopted Resolution No. 2020/21-BOT-02, approving a full virtual/distance learning instructional model, where students are not on campus, to start the 2020-21 year. The following day, the Governor confirmed that Orange County schools would be required to start the school year in distance learning. Since March 13, 2020, and throughout the pandemic, District administrators, faculty, and staff have been developing, implementing, and constantly improving a program of distance learning to ensure the continued education of AUHSD students during the period of school dismissal resulting from COVID-19. District staff has also worked to meet the needs of the community in other ways, including distribution of meals and technology, among other things.

Current Consideration:

District staff members will provide an update on the District's efforts in response to school dismissal and distance learning resulting from the COVID-19 pandemic.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10. **ITEMS OF BUSINESS**

RESOLUTIONS

10.1 **Resolution No. 2020/21-BOT-03, Return of Students to Schools** ***ACTION ITEM*** ***(Roll Call Vote)***

Background Information:

On March 13, 2020, the Board of Trustees unanimously declared a local emergency due to the outbreak and spread of the novel coronavirus (COVID-19). In recognition of the existing emergency, the District ultimately closed physical school sites for students through the end of the 2019-20 year. On July 16, 2020, the Board of Trustees, following review and analysis of local data and information, unanimously approved a full distance learning instructional model, where students are not on campus, to start the 2020-21 year. The following day, the Governor confirmed that Orange County schools would be required to start the school year in distance learning based on community spread of the virus. Since the first day of school on August 12, 2020, District students have been attending school through distance learning.

In contemplation of the reopening of schools, originally at the beginning of the 2020-21 year and then later, the District began convening an Opening of Schools Task Force (OSTF) on April 23, 2020. The OSTF continues to work to address questions and processes for the return of students to school for in-person instruction.

Current Consideration:

Orange County moved from the “widespread” purple tier on California’s Blueprint for a Safer Economy to the less stringent “substantial” red tier on September 8, 2020. After remaining in the red tier for fourteen days, the schools in the County were authorized to begin to reopen for in-person instruction on September 22, 2020. Although the County at large moved from the purple tier to the red tier, COVID-19 spread rates within certain zip codes, including several in the District, remained within what would be considered the purple tier or widespread. In light of the disaggregated District-level numbers, the District has taken a data-focused, systematic approach to the return of students to District sites. As of October 6, 2020, District zip codes continue to have spread rates within the parameters of the purple, widespread, tier. Should they enter and remain stable in the red tier, it will be appropriate to begin the process to return students for in-person instruction at the beginning of the second semester.

This resolution would set forth a process to shift instruction within the District to a hybrid model, with physically distanced, partial in-person instruction, beginning in January 2021 at the start of the second semester.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2020/21-BOT-03, by a roll call vote. **[EXHIBIT A]**

10.2 **Resolution No. 2020/21-BOT-04, Graduation Requirements, Suspension of Civic and Service Learning Hours for the Class of 2021 (Roll Call Vote)** **ACTION ITEM**

Background Information:

On March 13, 2020, the Board of Trustees unanimously declared a local emergency due to the outbreak and spread of the novel coronavirus (COVID-19). In recognition of the existing emergency, the District ultimately closed physical school sites for students through the end of the 2019-20 year. On July 16, 2020, the Board of Trustees, following review and analysis of local data and information, unanimously approved a full distance learning instructional model, where students are not on campus, to start the 2020-21 year. The following day, the Governor confirmed that Orange County schools would be required to start the school year in distance learning. District schools remain closed to in-person instruction, and Orange County remains in the substantial risk level for community spread of the virus.

Current Consideration:

The regular requirements for graduation and receipt of a diploma from the Anaheim Union High School District are set forth in Board of Trustees Policy 71105 (6164.5). Distance learning is underway, and the entire AUHSD community has come together to meet the unprecedented challenge presented by COVID-19 and the measures necessary to halt its progression, yet those measures also present practical impacts upon the normal progression of learning, including regular graduation requirements. Since March, students have faced significant challenges that have been impeding their ability to meet the 40 hours of Civic and Service Learning required for graduation. Senior students in the Class of 2021 have expressed numerous, increasing questions and concerns about this graduation requirement with staff, primarily our counselors. To mitigate against those impacts and to provide equity and focus on learning, this resolution will suspend, for the Class of 2021 only, the regular

requirement that all students satisfactorily complete 40 hours of Civic and Service Learning activities to obtain a high school diploma.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2020/21-BOT-04, by a roll call vote. **[EXHIBIT B]**

- 10.3 **Resolution No. 2020/21-B-06, Request for Proposals for E-Rate Year 24 Telecommunications Equipment, Software, and Other Related Electronic Equipment, Apparatus, and Services (Roll Call Vote)** **ACTION ITEM**

Background Information:

The Schools and Libraries Program of the Universal Service Fund, commonly known as E-Rate, is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). E-Rate provides discounts to assist most schools and libraries in the United States to obtain affordable data services, equipment, software, and data access.

Current Consideration:

Approval of this item will enable the District to proceed with competitive request for proposals, under Public Contract Code (PCC) 20118.2 for telecommunications and data services; data cabling/cabling services; wireless equipment and services; switching equipment and services; infrastructure equipment and services (collectively, "Telecommunications Equipment and Related Services"). PCC 20118.2 states, "Due to the highly specialized and unique nature of technology, telecommunications, related equipment, software, and services, because products and materials of that nature are undergoing rapid technological changes, and in order to allow for the introduction of new technological changes into the operations of the school district, it is in the public's best interest to allow a school district to consider, in addition to price, factors such as vendor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, the broadest possible range of competing products and materials available, fitness of purchase, manufacturer's warranties, and similar factors in the award of contracts for technology, data, related equipment, software, and services."

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2020/21-B-06, by a roll call vote. **[EXHIBIT C]**

- 10.4 **Resolution No. 2020/21-F-04, Approval of Notice of Exemption for the Ball Junior High School Site Improvement and Modernization Project (Roll Call Vote)** **ACTION ITEM**

Background Information:

On July 10, 2014, the Board of Trustees approved the District's Facilities Master Plan (FMP), which provides a roadmap for the future improvement and development of the District's

facilities over the next ten years. Capital improvements at Ball Junior High School are identified in the approved FMP. The Ball Junior High School Site Improvement and Modernization Project (Project) is consistent with the intent of the approved FMP.

The scope of work of the Project consists of: (1) Reconstruction of the main parking lot to improve vehicular access and circulation; (2) Site improvements to address ADA path of travel issues throughout the site, hardscape deficiencies, safety, and accessibility issues in the quad and campus walkways; (3) Site improvements to address drainage issues; (4) Installation of security fencing and gates; (5) Installation of drought tolerant landscaping and water efficient irrigation system; (6) Upgrade of site utilities; (7) Modernization of the Administration building; (8) Installation of surveillance cameras, other security enhancements, and exterior lighting; (9) Installation of shade structures and canopies; (10) Modernization of restrooms; (11) Construction of a trash/bin washing enclosure; and (12) Construction of a bike/skateboard enclosure.

Current Consideration:

Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et seq., the District is required to evaluate each potential public works project to determine whether that project might have a significant effect on the environment. CEQA and the Guidelines promulgated thereunder (California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19) provide for both categorical and statutory exemptions from the provisions of CEQA. Where an approved project is determined to be exempt from CEQA, the District may file a Notice of Exemption (NOE) with the Orange County Clerk-Recorder, who must then post the NOE for 30 days.

The District has evaluated the Project and has determined that it is categorically and statutorily exempt from CEQA.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2020/21-F-04, approving the NOE for the Project, and direct that the NOE be filed with the Orange County Clerk-Recorder, by a roll call vote. **[EXHIBIT D]**

- 10.5 **Resolution No. 2020/21-F-05, Approval of Notice of Exemption for the Sycamore Junior High School Site Improvement and Modernization Project (Roll Call Vote)** **ACTION ITEM**

Background Information:

On July 10, 2014, the Board of Trustees approved the District's Facilities Master Plan (FMP), which provides a roadmap for the future improvement and development of the District's facilities over the next ten years. Capital improvements at Sycamore Junior High School are identified in the approved FMP. The Sycamore Junior High School Site Improvement and Modernization Project (Project) is consistent with the intent of the approved FMP.

The scope of work of the Project consists of: (1) Reconstruction and reconfiguration of parking lots to improve vehicular access and circulation; (2) Site improvements to address ADA path of travel issues throughout the site, hardscape deficiencies, safety, and accessibility issues in the quad and campus walkways; (3) Site improvements to address drainage issues; (4) Installation of security fencing and gates; (5) Installation of drought

tolerant landscaping and water efficient irrigation system; (6) Upgrade of site utilities; (7) Modernization of the Administration building; (8) Installation of surveillance cameras, other security enhancements, and exterior lighting; (9) Installation of shade structures and canopies; (10) Modernization of restrooms; (11) Construction of a trash/bin washing enclosure; (12) Installation of a bike/skateboard enclosure; (13) Demolition of three obsolete relocatable buildings; and (14) Relocation of two relocatable classrooms within the campus for community use.

Current Consideration:

Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et seq., the District is required to evaluate each potential public works project to determine whether that project might have a significant effect on the environment. CEQA and the Guidelines promulgated thereunder (California Code of Regulations, Title 14, Division 6, Chapter 3, Article 19) provide for both categorical and statutory exemptions from the provisions of CEQA. Where an approved project is determined to be exempt from CEQA, the District may file a Notice of Exemption (NOE) with the Orange County Clerk-Recorder, who must then post the NOE for 30 days.

The District has evaluated the Project and has determined that it is categorically and statutorily exempt from CEQA.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2020/21-F-05, approving the NOE for the Project, and direct that the NOE be filed with the Orange County Clerk-Recorder, by a roll call vote. **[EXHIBIT E]**

10.6 **Resolution No. 2020/21-E-07, Great American Smokeout/Escape the Vape Day 2020 (Roll Call Vote)** **ACTION ITEM**

Background Information:

The Great American Smokeout/Escape the Vape Day will be celebrated in every community, every year in America on the third Thursday of November. Tobacco, tobacco products, and nicotine use/abuse continues to be an epidemic, particularly with new and emerging trends/products such as e-cigarettes. It is imperative that a united effort of community members launch visible tobacco, tobacco products, and nicotine prevention efforts to reduce the demand for tobacco.

Current Consideration:

The Board of Trustees is requested to adopt Resolution No. 2020/21-E-07 for the Great American Smokeout/Escape the Vape Day 2020. The adoption of this resolution provides an opportunity to inform parents, guardians, and the community of the efforts the District makes to support their commitment to tobacco-free and healthy lifestyles.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2020/21-E-07, the Great American Smokeout/Escape the Vape Day 2020, by a roll call vote. **[EXHIBIT F]**

BUSINESS SERVICES

10.7 **Board Policy, Multiple Policies, First Reading**

INFORMATION ITEM

Background Information:

In 2018-19, the Business Services Division began the process of revising and updating many of the board policies due to the requirements of Universal Grant Guidance. Policies were updated using the policies developed by the California School Boards Association (CSBA). Since these initial revisions, the Division has reviewed all of the policies completed by CSBA to serve as revisions, replacements, or additions to current AUHSD policies.

Current Consideration:

The Business Division has submitted the following policies for review:

- 10.7.1 Revised Board Policy 81200 (1321), Solicitation of Funds from and by Students **[EXHIBIT G]**
- 10.7.2 Revised Board Policy 9801 (3290), Gifts, Grants and Bequests **[EXHIBIT H]**
- 10.7.3 New Board Policy 7704.13 (3452), Student Activity Funds **[EXHIBIT I]**
- 10.7.4 Revised Board Policy 7704.12, Student Body Organizations **[EXHIBIT J]**
- 10.7.5 Revised Board Policy 9702 (3280), Sale or Lease of District-Owned Real Property **[EXHIBIT K]**
- 10.7.6 Revised Board Policy 9701.01 (1330) Community Use of School Facilities **[EXHIBIT L]**
- 10.7.7 Revised Board Policy 91401.08 (1330.1), Joint Use Agreements **[EXHIBIT M]**
- 10.7.8 New Board Policy 5304 (3511.1), Integrated Waste Management **[EXHIBIT N]**
- 10.7.9 Revised Board Policy 5204 (3514.1), Hazardous Substances **[EXHIBIT O]**
- 10.7.10 New Board Policy 5305 (3517), Facilities Inspection **[EXHIBIT P]**

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.8 **Agreement, Floop Edu, Inc.** **(Roll Call Vote)**

ACTION ITEM

Background Information:

The transition to a virtual learning environment has been a paradigm shift for students, teachers, and support staff. Based on staff feedback, Floop was selected to supplement the District's existing learning platforms.

Current Consideration:

Floop is a web platform that helps teachers give meaningful feedback faster and teaches students how to use feedback to learn. Teachers have the ability to embed student feedback on images, PDFs, and Google Docs. The product supports student engagement with conversation threads and resubmissions. The technology works on all technology devices—desktops, laptops, and mobile devices. Services will be provided October 16, 2020, through October 15, 2021.

Budget Implication:

The cost is not to exceed \$4,868. (Learning Loss Mitigation Funds and ESSER Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement with Floop Edu, Inc.
[EXHIBIT Q]

EDUCATIONAL SERVICES

10.9 **Grant, Project Language, Equity, and Action Research with Newcomer Students (LEARN)** **ACTION ITEM**
(Roll Call Vote)

Background Information:

The District and Cal State University, Fullerton (CSUF) applied as partners and were awarded a \$399,996 grant from the Spencer Foundation to support Project LEARN: Language, Equity, and Action Research with Newcomer Students. This project, which commences in January 2021, will build upon the success of the Summer Language Academy (SLA) by integrating action research methodology into the SLA, and creating an infrastructure through which students and teachers can inform academic year programming and policy for newcomer, emergent bilingual, and immigrant students.

This award speaks both to the strength and visionary nature of CSUF and the District's partnership overall, and the impact the SLA has had (and will continue to have) on teaching and learning throughout the region.

Current Consideration:

Over the three-year grant cycle, Project LEARN will engage students, preservice, and in-service teachers as co-researchers, and scale up from one to ten school sites, with an anticipated reach of more than 1,000 students. Grant funds are earmarked to support action research processes, professional learning for District teachers, community engagement activities, as well as technology and web-based resources for students, teachers, and families. Services will be provided January 1, 2021, through December 31, 2023.

Budget Implication:

There is no impact to the budget. CSUF is the Principle Investigator (PI) for the grant. The grant is \$399,996 over a three-year period (2021-23).

Staff Recommendation:

It is recommended that the Board of Trustees accept the grant award. **[EXHIBIT R]**

10.10 **Agreement, University of California, Irvine (UCI) Science Project** **ACTION ITEM**
(Roll Call Vote)

Background Information:

The UCI Science Project, out of the UCI School of Education, is grounded in research-based educational practices and understands the paradigm shifts needed for the Next Generation Science Standards (NGSS). Their goal is to support educators to be transformative leaders who build capacity in their schools through empowering learning experiences.

Current Consideration:

The District would like to partner with the UCI Science Project to support implementation of NGSS adopted materials, review curricula alignment, co-construct district implementation

plans and assessments, 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. All science teachers, including special education science teachers, will participate in the NGSS Certification (Tier 1) program, which will help teachers develop a deep understanding of the pedagogical and paradigm shifts needed for NGSS. Part of the agreement has specified support with the alternative education teachers to develop foundational knowledge of the NGSS Framework prior to participating in the NGSS Certification (Tier 1) program. Services are being provided September 28, 2020, through June 1, 2022.

Budget Implication:

The total costs for these services are not to exceed \$102,767.50. (CSI Funds and LCFF Funds)

Staff Recommendation:

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

10.11 **School-Sponsored Student Organizations** **ACTION ITEM**
(Roll Call Vote)

Background Information:

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

Current Consideration:

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

- 10.11.1 Leaders for Tomorrow, Anaheim High School **[EXHIBIT T]**
- 10.11.2 Black Student Union, Hope School **[EXHIBIT U]**
- 10.11.3 Care Bears Club, Kennedy High School **[EXHIBIT V]**
- 10.11.4 Writer Lilies, Western High School **[EXHIBIT W]**
- 10.11.5 Inventorship Club, Western High School **[EXHIBIT X]**
- 10.11.6 Black Student Union, Walker Junior High School **[EXHIBIT Y]**
- 10.11.7 Esports Club, Walker Junior High School **[EXHIBIT Z]**

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.

HUMAN RESOURCES

10.12 **Agreement, Leadership Education for AUHSD (LEAD) Action** **ACTION ITEM**
Research Grant
(Roll Call Vote)

Background Information:

The Anaheim Union High School District and California State University, Fullerton (CSUF) are collaborating in the furtherance of the common objective of improving education in

California schools. The objectives of the project are to expand the practical knowledge for future educational leaders in the areas of equity, self-awareness, and systems and to take this new paradigm for leadership development and memorialize it through the writing of a book, which outlines the philosophies used to develop the LEAD program.

Current Consideration:

As part of the District's participation in the program, selected AUHSD LEAD participants will participate in MindKind Institute's (MKI) Self-Awareness Training. MKI will provide a coaching program to develop mindful leaders at AUHSD with the highest level of commitment to the 5C's-Collaboration, Communication, Creativity, Critical Thinking, and Character. This program through MKI will provide for graduates to enter the "Conscious Business Leadership" program, which takes the frameworks and skill-building tools outlined in Fred Kofman's book, *Conscious Business*, and makes them real through practice, peer-feedback, and coaching. This agreement will be in effect August 1, 2020, through July 31, 2021, and will be signed following approval by the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.13 **Memorandum of Understanding (MOU) with ASTA, Health and Welfare Program Changes for 2021 (Roll Call Vote)** **ACTION ITEM**

Background Information:

From 2009-10 to 2019-20 costs for health and welfare benefits have grown from \$39.8 million per year to \$50.9 million per year, which is an increase to the District of \$11.1 million per year. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:

The District has negotiated this MOU with the Anaheim Secondary Teachers Association (ASTA) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2021 plan year, which will take effect January 1, 2021.

Budget Implication:

The projected increase for all employee groups is projected to be \$950,000, which for the 2021 plan year will be paid via the Health and Welfare Fund ending fund balance. (Health and Welfare Fund)

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU with ASTA for the 2021 health and welfare program. **[EXHIBIT BB]**

10.14 **Memorandum of Understanding (MOU) with APGA, Health and Welfare Program Changes for 2021 (Roll Call Vote)** **ACTION ITEM**

Background Information:

From 2009-10 to 2019-20 costs for health and welfare benefits have grown from \$39.8 million per year to \$50.9 million per year, which is an increase to the District of \$11.1 million per year. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:

The District has negotiated this MOU with the Anaheim Personnel and Guidance Association (APGA) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2021 plan year, which will take effect January 1, 2021.

Budget Implication:

The projected increase for all employee groups is projected to be \$950,000, which for the 2021 plan year will be paid via the Health and Welfare Fund ending fund balance. (Health and Welfare Fund)

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU with APGA for the 2021 health and welfare program. **[EXHIBIT CC]**

10.15 **Memorandum of Understanding (MOU) with CSEA, Health and Welfare Program Changes for 2021 (Roll Call Vote)** **ACTION ITEM**

Background Information:

From 2009-10 to 2019-20 costs for health and welfare benefits have grown from \$39.8 million per year to \$50.9 million per year, which is an increase to the District of \$11.1 million per year. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year.

Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:

The District has negotiated this MOU with the California School Employees Association (CSEA) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2021 plan year, which will take effect January 1, 2021.

Budget Implication:

The projected increase for all employee groups is projected to be \$950,000, which for the 2021 plan year will be paid via the Health and Welfare Fund ending fund balance. (Health and Welfare Fund)

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU with CSEA for the 2021 health and welfare program. **[EXHIBIT DD]**

10.16 **Memorandum of Understanding (MOU) with AFSCME, Health and Welfare Program Changes for 2021 (Roll Call Vote)** **ACTION ITEM**

Background Information:

From 2009-10 to 2019-20 costs for health and welfare benefits have grown from \$39.8 million per year to \$50.9 million per year, which is an increase to the District of \$11.1 million per year. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:

The District has negotiated this MOU with the American Federation of State, County and Municipal Employees (AFSCME) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2021 plan year, which will take effect January 1, 2021.

Budget Implication:

The projected increase for all employee groups is projected to be \$950,000, which for the 2021 plan year will be paid via the Health and Welfare Fund ending fund balance. (Health and Welfare Fund)

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU with AFSCME for the 2021 health and welfare program. **[EXHIBIT EE]**

10.17 **Memorandum of Understanding (MOU) with MMA, Health and Welfare Program Changes for 2021** **ACTION ITEM**

Background Information:

From 2009-10 to 2019-20 costs for health and welfare benefits have grown from \$39.8 million per year to \$50.9 million per year, which is an increase to the District of \$11.1 million per year. Due to these high costs associated with benefits for employees, the District has maintained an Insurance Committee that meets throughout the year reviewing, monitoring, and analyzing the status of the health and welfare plan for our District employees. The committee is comprised of representatives from each of the five employee associations and/or union, plus representatives from management, and the Board of Trustees. The committee works closely with our consultants, Gallagher Benefit Services, to review data and trends, as well as explore cost saving measures for the following year. Specific changes to the Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) plans are discussed, considered, and recommended, which would take effect at the beginning of the new plan year. Each of the collective bargaining groups negotiates specific plan changes with the District. The tentative agreement is then written as an MOU, signed by both parties, and brought to the Board of Trustees for approval.

Current Consideration:

The District has negotiated this MOU with the Mid-Managers Association (MMA) on health and welfare changes for the PPO and EPO plans, as well as the prescription plan through Express Scripts, for the 2021 plan year, which will take effect January 1, 2021.

Budget Implication:

The projected increase for all employee groups is projected to be \$950,000, which for the 2021 plan year will be paid via the Health and Welfare Fund ending fund balance. (Health and Welfare Fund)

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU with MMA for the 2021 health and welfare program. **[EXHIBIT FF]**

SUPERINTENDENT'S OFFICE

10.18 **Revised Board Policy 6203.1 (9270), Conflict of Interest, First and Final Reading** **ACTION ITEM**

Background Information:

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

Current Consideration:

The Board of Trustees is requested to review and approve revised Board Policy 6203.01, Conflict of Interest Code. Changes to the policy include the removal of the Professional Learning Coordination position, and the addition of Director of Innovative Programs and Cambridge Virtual Academy, as indicated on the exhibit.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees review and approve the revised policy.

[EXHIBIT GG]

11. **CONSENT CALENDAR**
(Roll Call Vote)

ACTION ITEM

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

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

BUSINESS SERVICES

11.1 **Consulting Agreement, Eide Bailly LLP**

Background Information:

The District has contracted Eide Bailly LLP for audit services as defined by Governmental Auditing Standards issued by the Comptroller General of the United States. The District has an obligation to provide regular training to staff regarding ASB accounting, policies, and procedures.

Current Consideration:

The District desires to engage the services of Eide Bailly LLP to provide professional development workshops to staff on the topics of ASB accounting, policies, and procedures. Services are being provided September 10, 2020, through June 30, 2021.

Budget Implication:

The cost for these services will be based on an hourly rate for a total not to exceed \$5,250, plus expenses. (General Fund)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the consulting agreement.

[EXHIBIT HH]

11.2 **Agreement Amendment, NB Consulting Engineers, Inc.**

Background Information:

In 2015, the District issued RFP 2015-24 for Architectural and Engineering Services, pursuant to Government Code Section 53060, seeking qualified firms to provide professional services for the District's construction projects. NB Consulting Engineers, Inc. (NB Consulting) has been providing civil engineering and surveying services, as well as geotechnical studies for various bond, public works construction, and renovation projects.

Current Consideration:

The District has an interest in continuing to utilize the services provided by NB Consulting as required for the ongoing Measure H projects and other construction work associated with the Maintenance and Facilities departments. An amendment to the agreement is required to increase and extend the services with NB Consulting. The firm has prior knowledge of the District’s facilities, projects, and standard procedures. The amended agreement will be signed following Board approval.

Budget Implication:

The amendment to the agreement will increase the cost by an additional \$80,000 through March 31, 2021. The other terms and conditions of the agreement will remain unchanged. (Measure H Fund, Facilities Funds, Routine Restricted Maintenance Funds, and various funds as appropriate)

Staff Recommendation:

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

[EXHIBIT II]

11.3 **Award of Bid**

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

<u>Bid#</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2021-01	Ball Junior High School and Sycamore Junior High School Site Improvements and Modernization (Measure H Funds and other funds as appropriate) *amount includes award of all alternates	Miller Construction	*\$21,520,000

Staff Recommendation:

It is recommended that the Board of Trustees award Bid No. 2021-01.

11.4 **Ratification of Change Order**

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

Bid #2020-11, District Office Electric Bus Charging Station Expansion (General Fund to be reimbursed by Grant Funds) Red Dragon Electric, Inc.	P.O. #N64A0283
Original Contract	\$220,000
Change Order #1 [EXHIBIT JJ]	(\$35,860.75)
New Contract Value	\$184,139.25

Staff Recommendation:

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

11.5 **Notices of Completion**

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

RFP #2019-31	P.O. #N64A0236
Prop 39 HVAC/EMS Design-Build Services (Prop 39 Funds and Routine Restricted Maintenance Fund) Trane U.S., Inc.)	
Board Approved Not-to-Exceed GMP Amount with Contingencies Inside and Outside GMP	\$3,148,213
Board Approved Amended Contract GMP	\$3,376,201
Final Contract Value Paid to Contractor	\$3,376,201

Bid #2020-11, District Office	P.O. #N64A0283
Electric Bus Charging Station Expansion (General Fund to be reimbursed by Grant Funds) Red Dragon Electric, Inc.	
Original Contract	\$220,000
Contract Changes	(\$35,860.75)
Total Amount Paid	\$184,139.25

Staff Recommendation:

It is recommended that the Board of Trustees authorize the superintendent or designee to accept RFP No. 2019-31 and Bid No. 2020-11 as complete, and authorize the filing of the notices of completion with the Office of the County Recorder.

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

Background Information:

The District requires legal services for facilities, maintenance, and procurement related programs. Staff utilizes Orange County Department of Education counsel as much as possible for legal services, but sometimes there are requirements that are outside the scope of the services and expertise they provide to the District. In these circumstances, outside counsel is utilized and recommended.

Current Consideration:

The District has used Atkinson, Andelson, Loya, Ruud, and Romo PC (AALRR) with much success last year and will renew their contract. Services are being provided July 1, 2020, through June 30, 2025, for legal services regarding facilities, maintenance, and procurement related programs. The District will also renew its online subscription, which is discounted after the first year, and will have access to a continually updated database of legal documents, including various contracts and front-end bid documents.

Budget Implication:

Services provided in this agreement are not to exceed \$75,000 annually. (General Fund and Measure H Fund)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the contract with Atkinson, Andelson, Loya, Rudd, & Romo PC. **[EXHIBIT KK]**

11.7 **Piggyback Contract for Integration Services, Software, and Related Services**

Background Information:

One of the challenges in virtual learning is the ability to deliver technology hardware and software solutions to Career Technical Education (CTE) that require computers with high technical requirements in memory, processing, and graphic processing. Instruction is delivered in desktop computer labs that are expensive. The District has reviewed delivering this higher end processing power in a hardware and software-as-a-service (SAAS). Students would be able to use Chromebooks or other computers to access the Amazon Appstream 2.0 environment (Appstream) to run applications like computer-aided design (CAD), Adobe Creative Cloud, and other resource-intensive software.

Current Consideration:

The State of California's Department of General Services (DGS) has two piggybackable contracts that are usable for state and local agencies through the California Multiple Awards Schedule (CMAS) with InterVision Systems, LLC that the District will use for the solution. The first contract is for professional services to integrate, build, and implement the App Stream 2.0 instance and will be per DGS CMAS contract 3-18-70-2281J. This portion of the work will be provided at no cost and subsidized by Amazon Web Services (AWS) at a value of \$33,100.

The second CMAS contract provides for the purchase and warranty of cloud computing services. This SAAS model will be purchased utilizing DGS CMAS contracts 3-18-70-2281L, through June 30, 2021, including any extensions of the contract, upon approval by the District's director of Purchasing and Central Services. The District will utilize this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq. to purchase the items as needed.

The outcome of collaboration between teachers and staff indicates that Appstream could be a possible cost-effective alternative to traditional classroom desktop labs.

Budget Implication:

The cost is based on the total number of users, and will fluctuate based on variables, such as District-owned devices versus personally owned devices and number of class participants. The total cost is not to exceed \$100,000. (Learning Loss Mitigation Funds)

Staff Recommendation:

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

11.8 **Purchase Through Public Corporation or Agency**

Background Information:

On December 13, 2018, the Board of Trustees approved staff to utilize the State of California's Department of General Services (DGS) contract 3-18-84-0042E through the California Multiple Awards Schedule (CMAS) with Time and Alarm Systems, Inc. This approval allowed for the purchase of various hardware products and supplies including electrical system supplies for the repair and maintenance of low-voltage electrical systems.

Current Consideration:

The original award was for \$500,000 the first fiscal year, and \$150,000 each year thereafter to upgrade the clock, bell, and paging system at multiple schools throughout the District. District staff did not use the full \$500,000 the first year, but has a requirement to complete these projects now. The material and services will be purchased utilizing DGS CMAS

contracts 3-18-84-0042E, through February 19, 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 increase is not to exceed \$100,000 for this fiscal year 2020-21, which is a total amount of \$250,000 for fiscal year 2020-21. (Measure H Fund and Routine Restricted Maintenance Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the purchase of various hardware products and supplies including electrical equipment and various services utilizing DGS's CMAS contract 3-18-84-0042E with Time and Alarm Systems, Inc. pursuant to Public Contract Code Sections 10298, 10299, and 12100 et seq.

11.9 **Agreement, Blessed Transportation and Associates, Inc.**

Background Information:

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

Current Consideration:

Due to the short notice of the start of school for students attending out of District schools, there was an immediate need to provide individualized transportation services. Blessed Transportation and Associates, Inc. has started providing these services on September 23, 2020, and will continue through June 30, 2021. The District has used their services in the past with success. Due to student confidentiality, the transportation agreements have limited information being provided regarding the student or family.

Budget Implication:

Services provided in this agreement are not to exceed \$28,000. (General Fund)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the contract with Blessed Transportation and Associates, Inc. **[EXHIBIT LL]**

11.10 **Agreement, Demsey, Filliger & Associates, LLC**

Background Information:

Government Code Section 53060 authorizes public agencies to contract with specially trained, experienced, and competent persons for professional services. In order to comply with Government Accounting Standards Board (GASB) 74 and 75 regulations regarding retirement benefit liabilities, specialized actuarial services are needed to prepare a valuation of the District's retiree health insurance program. Demsey, Filliger & Associates, LLC, performed actuarial services on the original study of retirement benefit liabilities as of July 1, 2008, and has provided updated valuations of liabilities on a biennial basis.

Current Consideration:

A valuation of retirement benefit liabilities as of July 1, 2020, is needed by the auditors for the District's financial reports. In addition, the District will need the GASB 75 footnote information for the fiscal years ending June 30, 2021, and June 30, 2022.

Budget Implication:

The cost of actuarial services would not exceed \$7,000. (General Fund)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement with Demsey, Filliger & Associates, LLC. **[EXHIBIT MM]**

11.11 **Agreement, Pharmacy Benefit Management Services, Express Scripts, Inc.**

Background Information:

The District has been utilizing Express Scripts, Inc. (ESI) as the pharmacy benefit manager of its self-funded Preferred Provider Organization (PPO) and Exclusive Provider Organization (EPO) medical plans since January 1, 2018. Based on the requirement to market for these services on a tri-annual basis, ESI presented the most cost-effective benefit pharmacy management program to the District's Insurance Committee.

Current Consideration:

The Pharmacy Benefit Management Services agreement for pharmacy services will become effective January 1, 2021, through December 31, 2024. The Pharmacy Benefit Management Services agreement allows ESI to provide prescription dispensing and claims processing for the PPO and EPO medical plans.

Budget Implication:

The cost is anticipated to be \$30,010,208, but actual costs may be more or less based on usage. (Health and Welfare Fund)

Staff Recommendation:

It is recommended that the Board of Trustees approve Pharmacy Benefit Management Services with Express Scripts, Inc. **[EXHIBIT NN]**

11.12 **Renewal Addendum, Retiree Benefit Management Services Agreement**

Background Information:

The District has been associated with Retiree First, the third-party administrator for retiree Medicare supplement plans, since 2020. Retiree First offers a full range of third-party administration of retiree health plans, eligibility maintenance, billing, renewal, request for proposal management, and Centers for Medicare and Medicaid Services notification requirements.

Current Consideration:

The services agreement, effective January 1, 2020, outlines an increase of 3.2 percent over the 2019 costs for retiree Medicare supplement plans. It will be necessary to enter into a new agreement January 1, 2021, through December 31, 2021.

Budget Implication:

Fees for the cost of retiree Medicare supplement plans are anticipated to be \$1,227,541, but actual costs may be more or less based on usage. (Health and Welfare Fund)

Staff Recommendation:

It is recommended that the Board of Trustees approve the Retiree Benefit Management Services Agreement with Retiree First. **[EXHIBIT OO]**

11.13 **Consulting Services Agreement, Total Compensation Systems, Inc.**

Background Information:

Actuarial evaluations for the District's self-funded medical and dental plans must be completed every three years in order to comply with Education Code Sections 17566 and 17567. The last evaluation was done for the 2018 calendar year, and will soon be due for the 2021 calendar year, as studies are intended to be conducted in advance of the effective date of the first calendar year for which they apply.

Current Consideration:

It will be necessary to enter into a new agreement October 16, 2020, through December 31, 2021, in order to complete the actuarial evaluations for the District's self-funded medical and dental plans.

Budget Implication:

The cost of the actuarial study is not to exceed \$4,600. (Health and Welfare Fund)

Staff Recommendation:

It is recommended that the Board of Trustees approve the Consulting Services Agreement with Total Compensation Systems, Inc. **[EXHIBIT PP]**

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

Staff Recommendation:

It is recommended that the Board of Trustees approve the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorize proper disposal in accordance with Education Code Section 17545 et al. **[EXHIBIT QQ]**

11.15 **Declaring Certain Textbooks and Instructional Materials as Unusable, Obsolete, and/or Out-of-Date, Damaged, and Ready for Sale or Destruction**

Staff Recommendation:

It is recommended that the Board of Trustees approve the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as surplus, as well as authorize staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al. **[EXHIBIT RR]**

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

Staff Recommendation:

It is recommended that the Board of Trustees ratify the reports September 4, 2020, through October 5, 2020. **[EXHIBITS SS and TT]**

11.17 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report September 4, 2020, through October 5, 2020. [EXHIBIT UU]

11.18 **SUPPLEMENTAL INFORMATION**

11.18.1 ASB Fund, July 2020 [EXHIBIT VV]

11.18.2 Cafeteria Fund, July 2020 [EXHIBIT WW]

11.18.3 Enrollment, Month 1 [EXHIBIT XX]

EDUCATIONAL SERVICES

11.19 **2020-21 School Plan for Student Achievement**

Background Information:

California Education Code, Section 64001, specifies that schools and districts that receive state and federal funding prepare a School Plan for Student Achievement for any recipient school. The purpose of the School Plan for Student Achievement is to coordinate all educational services at the school, and it serves as a blueprint to improve the academic performance of all students.

Current Consideration:

Each action plan, recently distributed to the Board of Trustees, and available to the public, includes information pertaining to school site curriculum, instruction, professional development, parent activities, and budgeted expenditures.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the school plans for student achievement.

11.20 **Agreement, T-Mobile, Inc.**

Background Information:

On May 7, 2020, the Board of Trustees approved a 1Million Project amendment that resulted in receiving 700 free hotspots. We also have about 100 hotspots from 2020 senior check in. Our parent outreach is showing a significant increase in the need for internet connectivity, with nearly 1,000 requests for hotspots in the first three days of outreach. The large increase in demand necessitated the need to order 4,000 more hotspots.

Current Consideration:

Augmenting enrollment into T-Mobile's program will provide an additional 4,000 hotspots with unlimited 4G broadband to the District's existing portfolio of 2,000 T-Mobile hotspots, plus nearly 2,000 1Million internet devices. The District will check out a Chromebook to accompany each hotspot. Hotspot devices and Chromebooks would be checked back in at the end of the school year. The District also upgraded the original 2,000 T-Mobile hotspots to the unlimited 4G LTE data plan.

Budget Implication:

The cost is not to exceed \$1,762,000 for two years. (Learning Loss Mitigation Funds, ESSER Funds, and Various Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement with T-Mobile, Inc.

[EXHIBIT YY]

11.21 **Agreement, Network Support Services, Orange County Department of Education (OCDE)**

Background Information:

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

Current Consideration:

Intranet services will be provided through the Orange County Superintendent of Schools. Network services consist of OCDE support for payroll, financial, human resources, imaging, cloud storage, as well as time and attendance. Services are being provided July 1, 2020, through June 30, 2021.

Budget Implication:

The costs for these services is not to exceed \$4,600. (General Fund)

Staff Recommendation:

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

11.22 **Agreement Amendment, Healthy Smiles for Kids of Orange County, Inc.**

Background Information:

Healthy Smiles for Kids (HSK) is a nonprofit organization dedicated to improving the oral health of children in Orange County. Through different collaborative programs, they focus on prevention, outreach, education, access to treatment, and advocacy. HSK has developed a system of dental care designed to provide on-site care to patients through relationships with community-based registered dental hygienists who will provide care and collaborate with dentists using teledentistry technology. This system of care is referred to as the Virtual Dental Home (VDH). They provide dental care directly to underserved communities in Orange County.

Current Consideration:

On November 15, 2019, the Board approved the agreement with Healthy Smiles for Kids of Orange County, Inc. to work at the District's school sites to provide health promotion education, varnish, and dental prophylaxis. If the patient requires sealants or restorative services, they will be referred to the Mobile Dental Clinic. The dental team and Care Coordinators will be tracking and supporting the patient in obtaining additional care and following the recommendations for additional services. An amendment is requested to provide additional services. The amendment reflects clarification on the objectives and goals related to oral health services. The additional language in "Attachment C" reflects who will provide the service (e.g., licensed dentist), outlines the specific services with expected outcomes, and parental consent statements. See "Attachment C" Prevention and Oral Health Educators.

The amendment also reflects an additional program designed to educate families about oral health. Care Coordinators will help link families to a dental home. This system of care is referred to as the Outreach Program and is further described in "Attachment D."

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the amendment. **[EXHIBIT AAA]**

11.23 **Amendments, Memorandum of Understanding (MOU), Orange County Human Relations, Bridges**

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 has committed to working with District school site teams comprised of a teacher advisor, administrative support, and students for the purposes of establishing a comprehensive school inter-group relations program. OCHRC agrees to provide services, which have included, but are not limited to: Bridges and Restorative Schools Program, creating connected campuses, and quarterly program development days training for selected schools in the District. Services also include leadership orientation, task formation and follow up during the year, all-day student retreats, all-day trainings and/or strategy sessions for faculty, planning and implementation of strategies for parent outreach and involvement, assist in planning of school wide projects, mediation services for both students and adults, anger management, as well as anti-bullying and diversity training. OCHRC has also volunteered in times of crisis to make themselves available for social and emotional support.

Current Consideration:

These amendments to our current agreement will allow OCHRC to provide three additional services: Implicit Bias Training for 300 employees, a BRIDGES and Restorative Practice program at Cypress High School, as well as Raising Students Voice and Participation (RSVP) student leadership training. These services will help our staff and students navigate, as well as continue to cultivate a safe and welcoming school climate and culture. In addition, this will support the efforts for Districtwide implementation of circle opportunities that facilitate joint dialogue to address conflict and build resolution, provide skills through transformative learning, increase awareness about our cognitive biases, as well as offer intervention strategies to regularly identify, assess, and plan initiatives to improve climate and culture across the District. Services are being provided August 13, 2020, through June 30, 2021.

Budget Implication:

The total cost is not to exceed \$190,000. (LCFF Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the amendments. **[EXHIBITS BBB, CCC, and DDD]**

11.24 **Agreement, Rosetta Stone**

Background Information:

Twenty percent of the District population is composed of English Learners. It has over 300 newcomer students (students who have been in the country 12 months or less). In order to

provide greater support to the newcomer students, the District provides a license to each one for home and school use. This will be the District's fourth year with Rosetta Stone.

Current Consideration:

Rosetta Stone offers online access to an e-Learning solution designed for beginner to intermediate English Learner students to build fundamental language skills. Their structure engages students by developing skills through a predefined sequence and method using sounds, images, and text to help students acquire English. Due to the current COVID-19 pandemic, the District is expanding to include students currently enrolled in the English Language Development (ELD) courses I and II. Services will be provided October 16, 2020, through October 16, 2021.

Budget Implication:

The total cost is not to exceed \$9,200 (Learning Loss Mitigation Funds and Title III Funds)

Staff Recommendation:

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

11.25 **Amendment, Memorandum of Understanding (MOU), Big Brothers Big Sisters of Orange County (BBBSOC)**

Background Information:

The District is currently in a partnership with Big Brothers Big Sisters of Orange County (BBBSOC) to provide its Bigs with Badges, Workplace Mentoring, and High School Bigs programs to District students, all of which provide students with trained and screened adult mentors to provide career and life guidance, as well as social emotional support. BBBSOC would like to expand the partnership to offer its College Bigs program, which will provide District students with trained and screened adult college mentors to support students in fulfilling their college goals. Services are being provided September 1, 2020, through June 30, 2020.

Current Consideration:

BBBSOC would like to amend its current agreement to include the College Bigs program.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the amendment. [EXHIBIT FFF]

11.26 **Amendment, Memorandum of Understanding (MOU), Chapman University ePrize**

Background Information:

In the Spring of 2020, the Attallah College of Educational Studies at Chapman University, in partnership with the CEO Leadership Alliance of Orange County (CLA-OC) invited Orange County public high school educators to submit innovative project ideas for enhancing and expanding work-based learning at their sites. The project ideas submitted by various districts competed for a grant award, called the ePrize, from a pool of \$150,000 to be awarded to multiple districts. The District was awarded \$50,000 to support the expansion of work-based learning to support the Community Health Career and Technical Education (CTE) Pathway at Western High School.

Current Consideration:

Chapman University would like to participate in a MOU with the District to facilitate the ePrize Grant payment, reporting, and facilitation of grant efforts. The District will use the grant funds to pay for services from Big Brothers Big Sisters of Orange County and Thrively, as well as to fund scholarships for student interns. The amended MOU will be signed following Board approval.

Budget Implication:

The District will be awarded a \$50,000 grant. There is no cost to the District.

Staff Recommendation:

It is recommended that the Board of Trustees approve the amendment. [EXHIBIT GGG]

11.27 **Amendment, Service Agreement, Bloom Software, dba Thrively**

Background Information:

Thrively is a Professional Personalized Learning Platform that helps parents and teachers guide K-12 students through a journey to develop their strengths, interests, and aspirations, as well as discover their own genius. The Thrively platform includes strength assessments, career exploration resources, social emotional skill building lessons, goal setting and tracking with their personalized digital portfolio. In June 2020, the District entered an agreement with Thrively that allows the utilization of the product and services for up to five years, renewable annually by the District's director of Purchasing and Central Services. The cost will be \$75,000 annually.

Current Consideration:

We would like to increase opportunities for students to experience work-based learning by working with Thrively to implement Business Connections Projects and skill development playlists. This will support the District's Anaheim Educational Pledge by applying the development of the 5Cs for every student. Five high school sites (Anaheim, Kennedy, Magnolia, and Savanna high schools, as well as Cambridge Virtual Academy) will become incubators of best practices that can be scaled across the District. Thrively will collaborate with AIME business partners to identify real-world problems faced in their industry, and will develop online, multimedia lessons that can be utilized by teachers in multiple content areas to have students apply their classroom learning to a real-world career situation. Due to school dismissal from COVID-19 all activities are being provided virtually.

Budget Implication:

Total costs for the additional services are not to exceed \$41,500. (Learning Loss Mitigation Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the amendment. [EXHIBIT HHH]

11.28 **California Student Data Privacy Agreement, Vital Link**

Background Information:

For the past 18 years, the District has partnered with Vital Link to help coordinate and facilitate the industry panels and activities for many industry pathways, and assist faculty in the development of ongoing industry educational partnerships, and resources. Vital Link has assisted in the District's annual College and Career Fair. This year's agreement with Vital Link was approved at the September 15, 2020, Board meeting for the cost of \$26,425.

Current Consideration:

Due to the current COVID pandemic, this year's College and Career Fair will be virtual. Vital Link will assist in hosting the District's College and Career Fair on the Vital Link platform, supported by Socio, where all activities such as the event agenda, mapping college and career exhibitors, as well as live and pre-recorded speaker sessions will be hosted. Students and their families will register through the Vital Link application. Due to data being captured through the application, the California Student Data Privacy Agreement was required.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

11.29 **Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA) with Capistrano Unified School District (CUSD)**

Background Information:

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

Current Consideration:

Capistrano Unified School District (CUSD) has requested to enter into a MOU with the District permitting students from CUSD to be enrolled in specialized programs understanding operated by the District. The MOU for placing special education students from CUSD in the District programs is presented to the Board of Trustees for consideration of approval. Services are being provided July 1, 2020, through June 30, 2021.

Budget Implication:

CUSD will fund these services per billing agreement between CUSD and AUHSD/Greater Anaheim SELPA.

Staff Recommendation:

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

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

Background Information:

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

Current Consideration:

Garden Grove Unified School District (GGUSD) has requested to enter into a MOU with the District permitting students from GGUSD to be enrolled in specialized programs understanding operated by the District for the 2020-21 year. The MOU for placing special education students from GGUSD in the District programs is presented to the Board of

Trustees for consideration of approval. Services are being provided August 1, 2020, through June 30, 2021.

Budget Implication:

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

Staff Recommendation:

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

11.31 **Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA) with Huntington Beach Union High School District (HBUSD)**

Background Information:

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

Current Consideration:

Huntington Beach Union High School District (HBUHSD) has requested to enter into a MOU with AUHSD permitting students from HBUHSD to be enrolled in specialized programs operated AUHSD. The MOU for placing special education students from HBUHSD in the AUHSD programs is presented to the Board of Trustees for consideration of approval. Services were provided March 11, 2020, through June 30, 2020.

Budget Implication:

HBUHSD will fund these services per billing agreement between HBUSD and AUHSD/Greater Anaheim SELPA.

Staff Recommendation:

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

11.32 **Amendment, Contract, IXL Learning**

Background Information:

IXL is a comprehensive, supplemental, web-based curriculum aligned to the common core state standards. It has been used to support learning for students with disabilities within the District for more than five years. IXL is used as supplemental curriculum across categorical programs including Autism Focus, Moderate, and Moderate-Severe classes. The IXL curriculum allows for high amounts of differentiation. Within the targeted skill areas there are multiple levels of scaffolding, as well as visually supported text and materials, which help students of all levels access curriculum with the appropriate amount of support. The use of IXL supports students by reinforcing previously mastered skills through ongoing review and exposure, while providing a systematic introduction to new concepts.

Current Consideration:

On January 16, 2020, the Board of Trustees approved an agreement with IXL Learning to provide 250 licenses for students with disabilities. The District would like to add 150 more licenses to the current IXL three-year contract. Licenses will be used to support the learning needs of all students with moderate to severe disabilities while in a distance learning model due to the COVID-19 pandemic.

Budget Implication:

The total cost of the two-year amendment contract is not to exceed \$3,105. (Learning Loss Mitigation Funds, ESSER Funds, and Various Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the amendment. **[EXHIBIT MMM]**

HUMAN RESOURCES

11.33 **Agreement Amendment, School Psychology Supervised Unpaid Practicum and Internship Fieldwork, Chapman University**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within AUHSD schools. The District has had a school psychology agreement in place with Chapman University since 2014.

Current Consideration:

University interns will have the opportunity to develop a broad range of experiences including, but not limited to, research and program evaluation, interventions and mental health services, data-based decision making and accountability, legal, ethical, and professional practice, as well as preventive and responsive services. Additionally, professional attire, development, and conduct will be reviewed. The agreement amendment updates Attachment A. The agreement effective dates will remain as January 1, 2020, through July 31, 2025. The agreement amendment will be signed following approval by the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

11.34 **2020-21 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. Additional modifications continue to be necessary to accurately represent necessary updates and corrections on the schedules.

Current Consideration:

Adopt modifications to the CSEA, Confidential, MMA, Management, Administrators, Counselors, and Teachers classified salary schedules within the larger combined "Complete AUHSD Salary Schedule." The proposed modifications move a classification (Maintenance Foreman) from the Management salary schedule to the MMA salary schedule based on the MOU between MMA and AUHSD approved at the September 15, 2020, Board meeting. Additionally, the proposed modifications include a 0.5 percent salary, longevity amount, and stipend increase to CSEA, Confidential, MMA, Management, Administrators, Counselors, and Teachers salary schedules based on approval at the September 15, 2020, Board meeting.

Budget Implication:

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

Staff Recommendation:

It is recommended that the Board of Trustees adopt the salary schedules for CSEA, Confidential, MMA, Management, Administrators, Counselors, and Teachers salary schedules within the larger combined "Complete AUHSD Salary Schedule" as submitted.

[EXHIBIT OOO]

11.35 **2020-21 First Quarterly Report, Williams Uniform Complaints**

Background Information:

The Williams Uniform Complaints report summarizes all complaints relative to adequate textbooks and instructional materials, teacher vacancies or misassignments, facilities conditions, as well as intensive instruction and services for students who have not passed the California High School Exit Examination (CAHSEE) by the end of the 12th grade. This is a quarterly report required by Education Code Section 35186, which is submitted to the Orange County Department of Education.

Current Consideration:

The Williams Uniform Complaints Fourth Quarterly Report, July 1, 2020, through September 30, 2020, states there were no complaints during this quarter.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees accept the report. **[EXHIBIT PPP]**

11.36 **2019-20 Williams Settlement Legislation Review Report**

Background Information:

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

Current Consideration:

According to Education Code Section 1240(2)(H), the findings of the review by OCDE must be publicly shared with the Board of Trustees. The reports, as provided, indicate any deficiencies during 2019-20 year, which were reported to school administrators for remediation.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

11.37 **Certificated Personnel Report**

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the report as submitted. [EXHIBIT RRR]

11.38 **Classified Personnel Report**

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the report as submitted. [EXHIBIT SSS]

SUPERINTENDENT’S OFFICE

11.39 **California School Boards Association (CSBA) Annual Education Conference and Delegate Assembly**

Background Information:

CSBA annual conference and trade show is CSBA’s premier continuing education program, delivering practical solutions to help governance teams from districts and county offices improve student learning and achievement.

Current Consideration:

The California School Boards Association’s Annual Conference and Trade Show 2020 will be held virtually November 30, 2020, through December 4, 2020.

Budget Implication:

The conference registration rate, per person, is \$399. (General Fund)

Staff Recommendation:

It is recommended that the Board of Trustees discuss and/or approve payment for the superintendent and Board members that request to attend the conference, with payment of their necessary expenses.

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

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

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

14. **ADVANCE PLANNING** ***INFORMATION ITEM***

14.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees is set to be held on Thursday, November 19, 2020, at 4:00 p.m.

Tuesday, December 15

14.2 **Suggested Agenda Items**

15. **ADJOURNMENT**

ACTION ITEM

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by 5:00 p.m. on Tuesday, October 13, 2020.

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

RETURN OF STUDENTS TO SCHOOLS

RESOLUTION NO. 2020/21-BOT-03

October 15, 2020

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

WHEREAS, on March 13, 2020, the Board of Trustees of the Anaheim Union High School District unanimously passed and adopted Resolution No. 2019/20-BOT-02, declaring a local emergency due to the outbreak and spread of the novel coronavirus (COVID-19) and authorizing the Superintendent to take any and all necessary actions to prepare and respond effectively to COVID-19; and

WHEREAS, on March 13, 2020, in recognition of the existing emergency, the Board of Trustees unanimously authorized the District to close physical school sites for students through March 27, 2020; and

WHEREAS, pursuant to Resolution No. 2019/20-BOT-02, District administrators, faculty, and staff immediately began the development and implementation of a program of distance learning to ensure the continued education of AUHSD students during the period of school dismissal resulting from COVID-19; and

WHEREAS, pursuant to Resolution No. 2019/20-BOT-02, on March 19, 2020, the Superintendent took action to extend the dismissal of all AUHSD school sites through April 17, 2020, in recognition of the guidance of public health officials; and

WHEREAS, pursuant to Resolution No. 2019/20-BOT-02, on April 1, 2020, the Superintendent took action to extend the dismissal of all AUHSD school sites for students through the end of the 2019-2020 school year, in recognition of the guidance of the Governor, the State Superintendent of Public Instruction, and public health officials, including the need to engage in physical distancing, in an effort to slow or halt the progression of the disease; and

WHEREAS, on April 9, 2020, the Board of Trustees unanimously passed and adopted Resolution 2019/20-BOT-03, ratifying the Superintendent's dismissal of schools through the end of the 2019-2020 school year; and

WHEREAS, in contemplation of the reopening of schools at the beginning of the 2020-2021 school year, the District began convening an Opening of Schools Task Force (OSTF) on April 23, 2020, with over fifty members from all stakeholder groups, including the leaders of the California School Employees Association (CSEA), the Anaheim Secondary Teachers Association (ASTA), and the American Federation of State, County and Municipal Employees (AFSCME); and

WHEREAS, on July 2, 2020, the Board of Trustees held a special meeting to review the work and recommendations of the OSTF, which had formulated three options for opening the District's schools at the beginning of the 2020-2021 year: a blended instructional model of distance learning and in-person instruction, also known as a hybrid

model; a full distance learning instructional model; and a full in-person instructional mode; and

WHEREAS, on July 16, 2020, the Board of Trustees, following review and analysis of local data and information, unanimously passed and adopted Resolution 2020/21-BOT-02, approving a full distance learning instructional model, where students are not on campus, to start the 2020-2021 year, and confirming the Superintendent's authority to take any and all necessary actions to prepare and respond effectively to COVID-19; and

WHEREAS, on July 17, 2020, the Governor confirmed that Orange County schools would be required to start the school year in a distance learning format; and

WHEREAS, on September 8, 2020, Orange County moved from the "widespread" purple tier on California's Blueprint for a Safer Economy to the less stringent "substantial" red tier, authorizing schools to begin to reopen for in-person instruction on September 22, 2020 after remaining in the red tier for fourteen days; and

WHEREAS, although the County at large moved from the purple tier to the red tier, COVID-19 spread rates within certain zip codes, including several in the District, remained in what would be considered the purple tier, or widespread, after September 22, 2020; and

WHEREAS, as of October 6, 2020, District zip codes continue to have spread rates within the parameters of the purple, widespread, tier; however, should they enter and remain stable in the red tier, it will be appropriate to begin the process to return students for some in-person instruction at the beginning of the second semester; and

WHEREAS, the Board of Trustees recognizes the importance of balancing the needs of students, families, teachers, staff, and community in the face of continued spread of COVID-19 in the community during the process of returning students to schools; and

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

(1) Under the totality of the circumstances described herein and known at this time, it is appropriate that students return to school in a blended/hybrid model as follows:

October 19, 2020: All management returns to District and school sites full-time

October 26, 2020: All employees (except teachers, instructional assistants, SLPs and SLPAs) return to District and school sites full-time

November 30, 2020: All teachers and SLPs return to District and school sites full-time

December 7, 2020: All SLPAs and Hope School, SH, LHS, Bridges, and Autism Focus instructional assistants return to District and schools sites full-time

December 14, 2020: All instructional assistants return to District and schools sites full-time

- January 6, 2021: All students in grade 7 and grade 9 begin blended/hybrid instruction according to their assigned schedules
- January 11, 2021: All students return to school in blended/hybrid instruction according to their assigned schedules

(2) In recognition that these are difficult and uncertain times, and plans may change as local, state, and federal guidance evolves, the Board of Trustees reaffirms the authorization of the Superintendent and/or his designee in Resolution No. 2019/20-BOT-02 and Resolution No. 2020/21-BOT-02 to take any and all actions necessary to ensure the continuation of public education, and the health and safety of students and staff throughout the District, including shifting, as necessary among instructional models as may be necessary based on federal, state, or local directives and the best interests of the District.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on October 15, 2020, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 15th day of October, 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 15th day of October 2020.

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

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

**SUSPENDING CIVIC AND SERVICE LEARNING HOURS REQUIREMENT
FOR THE GRADUATING CLASS OF 2021**

RESOLUTION NO. 2020/21-BOT-04

October 15, 2020

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

WHEREAS, on March 13, 2020, the Board of Trustees of the Anaheim Union High School District unanimously passed and adopted Resolution No. 2019/20-BOT-02, declaring a local emergency due to the outbreak and spread of the novel coronavirus (COVID-19); and

WHEREAS, on March 13, 2020, in recognition of the existing emergency, the Board of Trustees unanimously authorized the District to close physical school sites for students through March 27, 2020; and

WHEREAS, pursuant to Resolution No. 2019/20-BOT-02, District administrators, faculty, and staff immediately began the development and implementation of a program of distance learning to ensure the continued education of AUHSD students during the period of school dismissal resulting from COVID-19; and

WHEREAS, pursuant to Resolution No. 2019/20-BOT-02, on March 19, 2020, the Superintendent took action to extend the dismissal of all AUHSD school sites through April 17, 2020, in recognition of the guidance of public health officials; and

WHEREAS, on March 19, 2020, the Governor of California issued Executive Order N-33-20, also known as the Stay at Home Order, which "order[s] all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/critical-infrastructure-sectors>" until further notice; and

WHEREAS, pursuant to Resolution No. 2019/20-BOT-02, on April 1, 2020, the Superintendent took action to extend the dismissal of all AUHSD school sites for students through the end of the 2019-2020 school year, in recognition of the guidance of the Governor, the State Superintendent of Public Instruction, and public health officials, including the need to engage in physical distancing, in an effort to slow or halt the progression of the disease; and

WHEREAS, on April 9, 2020, the Board of Trustees unanimously passed and adopted Resolution 2019/20-BOT-03, ratifying the Superintendent's dismissal of schools through the end of the 2019-2020 year; and

WHEREAS, on July 16, 2020, the Board of Trustees, following review and analysis of local data and information, unanimously passed and adopted Resolution 2020/21-BOT-02, approving a full distance learning instructional model, where students are not on campus, to start the 2020-21 year; and

WHEREAS, on July 17, 2020, the Governor confirmed that Orange County schools would be required to start the school year in distance learning; and

WHEREAS, the regular requirements for graduation and receipt of a diploma from the Anaheim Union High School District are set forth in Board of Trustees Policy 71105 (6164.5); and

WHEREAS, since March, students have faced significant challenges as a result of COVID-19 closures and restrictions that have impeded and/or prevented, and are likely to continue to impede and/or prevent, their ability to meet the 40 hours of Civic and Service Learning required for graduation; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Anaheim Union High School District suspends, for the Class of 2021 only, the regular requirement that all students satisfactorily complete 40 hours of Civic and Service Learning activities to obtain a high school diploma.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on October 15, 2020, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 15th day of October, 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 15th day of October 2020.

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

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

**RESOLUTION FOR PROCUREMENT OF VARIOUS TELECOMMUNICATIONS
EQUIPMENT, SOFTWARE, AND OTHER RELATED ELECTRONIC EQUIPMENT AND
APPARATUS AND SERVICES**

RESOLUTION NO. 2020/21-B-06

October 15, 2020

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

WHEREAS, the Board of Trustees of the Anaheim Union High School District ("District") intends on expending funds to procure various telecommunications equipment, software, and other related electronic equipment and apparatus and services throughout the District; and

WHEREAS, due to the highly specialized and unique nature of technology, telecommunications, related equipment, software, and services, and due to the fact that such services, products and materials of such nature are undergoing rapid technological changes, and in order to allow for the introduction of new technological changes into the operations, it is in the District's best interest to procure various equipment, software and other related electronic equipment and apparatus and services in accordance with Public Contract Code Section 20118.2; and

WHEREAS, Public Contract Code Section 20118.2 further states that it is in the District's best interest to consider, in addition to price, factors such as vendor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, the broadest possible range of competing products and materials available, fitness of purchase, manufacturer's warranties, and similar factors in the award of contracts for technology, telecommunications, data related equipment, software, and services; and

WHEREAS, the District intends on procuring data services; data cabling/cabling services; wireless equipment and services; switching equipment and services; and infrastructure equipment and services (collectively, "Telecommunications Equipment and Related Services"); and

WHEREAS, the procurement of the Telecommunications Equipment and Related Services will be funded in part by the Schools and Libraries Division of the Federal Communications Commission as part of the "E-Rate" Universal Service Fund; and

WHEREAS, the District finds that the Telecommunications Equipment and Related Services being procured by the District are not available in substantial quantities to the general public in accordance with Public Contract Code Section 20118.2(b), and therefore, qualifies for procurement through competitive negotiations; and

WHEREAS, in accordance with Public Contract Code Section 20118.2(d), the District will engage in competitive negotiations for the procurement of the Telecommunications Equipment and Related Services which will include, but not be limited to, all of the following requirements.

1. Requests for proposals will be prepared and submitted to an adequate number of qualified sources, as determined by the District, to permit reasonable competition consistent with the nature and requirement of the procurement.
2. Notice of the requests for proposals will be published at least twice in a newspaper of general circulation, at least 10 days before the date for receipt of the proposals.
3. The District will make every effort to generate the maximum feasible number of proposals from qualified sources and shall make a finding to that effect before proceeding to negotiate if only a single response to the request for proposals is received.
4. The requests for proposals will identify all significant evaluation factors, including price, and their relative importance.
5. The District will provide reasonable procedures for the technical evaluation of the proposals received, the identification of qualified sources, and the selection for the award of the contract.
6. Award will be made to the qualified bidder whose proposal meets the evaluation standards and will be most advantageous to the District with price and all other factors considered.
7. If award is not made to the bidder whose proposal contains the lowest price, the District shall make a finding setting forth the basis for the award.

NOW, THEREFORE, THE BOARD OF TRUSTEES DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS.

- Section 1. That the above recitals are all true and correct.
- Section 2. That the District intends on procuring the Telecommunications Equipment and Related Services described above and finds that they meet the requirements set forth in Public Contract Code Section 20118.2 and therefore, qualify for procurement in accordance with Public Contract Code Section 20118.2(d).
- Section 3. That the District's Board of Trustees hereby approves the delegation of authority and appoints the assistant superintendent, Business, who is hereby authorized and directed, pursuant to a majority of the vote of the Board of Trustees, and Education Code Section 17604, and similar statutes, to do any and all things that may be deemed necessary or advisable in order to effectuate the purpose and intent of this resolution, all subject to ratification of the Board of Trustees.
- Section 4. That the District will engage in competitive negotiations and comply with the requirements set forth in Public Contract Code Section 20118.2(d).
- Section 5. That the District will award a contract for the procurement of Telecommunications Equipment and Related Services described above based on evaluation factors set forth in the requests for proposals and

other factors including those set forth in Public Contract Code Section 20118.2(a).

Section 6. That this resolution shall be effective as of the date of its adoption.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on October 15, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and the secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 15th day of October 2020, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Anaheim Union High School District Board of Trustees this 15th day of October 2020.

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

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

**Approval of Notice of Exemption for the
Ball Junior High School Site Improvement and Modernization Project**

RESOLUTION NO. 2020/21-F-04

October 15, 2020

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

WHEREAS, on July 10, 2014, the Anaheim Union High School District's (District) governing board (Board) approved the District's Facilities Master Plan (FMP) to address the facilities needs of the District over the next ten years; and

WHEREAS, the District owns and operates Ball Junior High School, located at 1500 West Ball Road, in the City of Anaheim, County of Orange, State of California; and

WHEREAS, capital improvements at Ball Junior High School are identified in the approved FMP; and

WHEREAS, the Ball Junior High School Site Improvement and Modernization Project (Project) is consistent with the intent of the approved FMP; and

WHEREAS, on October 15, 2020, the Board awarded a public works contract for the Project; and

WHEREAS, the scope of work of the Project consists of: (1) Reconstruction of the main parking lot to improve vehicular access and circulation; (2) Site improvements to address ADA path of travel issues throughout the site, hardscape deficiencies, safety, and accessibility issues in the quad and campus walkways; (3) Site improvements to address drainage issues; (4) Installation of security fencing and gates; (5) Installation of drought tolerant landscaping and water efficient irrigation system; (6) Upgrade of site utilities; (7) Modernization of the Administration building; (8) Installation of surveillance cameras, other security enhancements and exterior lighting; (9) Installation of shade structures and canopies; (10) Modernization of restrooms; (11) Construction of a trash/bin washing enclosure; and, (12) Construction of a bike/skateboard enclosure.

WHEREAS, the Board has determined that the Project is categorically and statutorily exempt from the provisions of the California Environmental Quality Act of 1974 ("CEQA"), Public Resources Code sections 21000 et seq., as amended, pursuant to Title 14, Sections 15301, 15302, 15303, 15304, and 15311 of the California Code of Regulations, as well as Public Resources Code Section 21080.35, as the Project consists of the repair, maintenance, and minor alterations of existing public structures, facilities, and mechanical equipment involving negligible or no expansion of existing or former use; the replacement and reconstruction of existing structures, facilities, and systems on the same site and having substantially the same purpose and capacity as the structures, facilities, and systems replaced; the construction and location of limited numbers of new, small structures and installation of small, new equipment in small structures; minor public alterations in the condition of land and/or vegetation that do not involve removal of healthy, mature, scenic

trees; and the construction and placement of minor structures accessory to existing institutional facilities; and

WHEREAS, the combined effect of the different types of CEQA exemptions enumerated above places the Project as a whole outside the purview of CEQA (Surfrider Foundation v. California Coastal Commission (1994) 26 Cal.App.4th 151).

NOW, THEREFORE BE IT RESOLVED, the Board of Trustees of the Anaheim Union High School District hereby resolves and declares, as follows.

Section 1. The Notice of Exemption attached hereto as Exhibit "A" and incorporated herein by reference is approved and adopted.

Section 2. The superintendent or designee is hereby authorized and directed to cause the Notice of Exemption to be executed and timely filed with the Orange County Clerk-Recorder.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on October 15, 2020, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 15th day of October 2020, 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 15th day of October 2020.

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

EXHIBIT "A"

NOTICE OF EXEMPTION

Notice of Exemption

To: Office of Planning and Research
 P.O. Box 3044, Room 113
 Sacramento, CA 95812-3044

From: Anaheim Union High School District
 501 North Crescent Way
 Anaheim, CA 92801

County Clerk-Recorder
 County of Orange
 12 Civic Center Plaza, Room 101
 Santa Ana, CA 92701

Project Title: Ball Junior High School Site Improvement and Modernization Project

Project Applicant: Anaheim Union High School District

Project Location – Specific: Ball Junior High School, 1500 West Ball Road, Anaheim, CA 92802

Project Location – City: Anaheim Project Location – County: Orange

Description of Nature, Purpose, and Beneficiaries of Project:
 Please refer to the Attachment to NOE, included herewith, for a description of the nature and purpose of the project.
 The beneficiaries will be the students, parents, staff, teachers, and administrators.

Name of Public Agency Approving Project: Anaheim Union High School District

Name of Person or Agency Carrying Out Project: Anaheim Union High School District

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268)
- Declared Emergency (Sec. 21080(b)(3); 15269(a))
- Emergency Project (Sec. 21080(b)(4); 15269(b)-(c))
- Categorical Exemption. State type and section number: Please refer to the Attachment to NOE
- Statutory Exemptions. State Code number: Public Resources Code Section 21080.35

Reasons why project is exempt:
 Please refer to the Attachment to NOE

Lead Agency
 Contact Person: Patricia Neely Area Code/Telephone/Extension: (714) 999-3505

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: / /2020 Title: Assistant Superintendent, Business

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at _____
 Reference: Sections 21108, 21152, and 21152.1, Public Resources Code. OPR:

ATTACHMENT TO NOTICE OF EXEMPTION
Anaheim Union High School District
Ball Junior High School
Site Improvement and Modernization Project

Description of Nature, Purpose, and Beneficiaries of Project: The Project consists of: (1) Reconstruction of the main parking lot to improve vehicular access and circulation; (2) Site improvements to address ADA path of travel issues throughout the site, hardscape deficiencies, safety, and accessibility issues in the quad and campus walkways; (3) Site improvements to address drainage issues; (4) Installation of security fencing and gates; (5) Installation of drought tolerant landscaping and water efficient irrigation system; (6) Upgrade of site utilities; (7) Modernization of the Administration building; (8) Installation of surveillance cameras, other security enhancements and exterior lighting; (9) Installation of shade structures and canopies; (10) Modernization of restrooms; (11) Construction of a trash/bin washing enclosure; and, (12) Construction of a bike/skateboard enclosure.

Exempt Status: Categorical Exemption. State type and section number: Sections 15301 (Existing Facilities); 15302 (Replacement or Reconstruction); 15303 (New Construction or Conversion of Small Structures); 15304 (Minor Alterations to Land); and 15311 (Accessory Structures)

Reasons why project is exempt:

The Project components are exempt from the California Environmental Quality Act ("CEQA") for the reasons elaborated upon below. Moreover, the Project as a whole is exempt from CEQA because the Project components do not have the potential for causing a significant effect on the environment, whether individually or collectively. The combined effect of the different types of CEQA exemptions enumerated below places the Project as a whole outside the purview of CEQA. (*Surfrider Foundation v. California Coastal Commission* (1994) 26 Cal.App.4th 151.) The Project therefore does not require CEQA action beyond this Notice of Exemption.

- (1) The reconstruction of the main parking lot to improve vehicular access and circulation, is categorically exempt pursuant to Section 15301, as it consists of a minor alteration of an existing public structure involving negligible or no expansion of existing or former use.
- (2) The site improvements to address ADA path of travel issues throughout the site, hardscape deficiencies, safety, and accessibility issues in the quad and campus walkways are categorically exempt pursuant to Section 15301, as they consist of minor alterations of existing public structures or facilities involving negligible or no expansion of existing or former use.
- (3) The site improvements to address drainage issues are categorically exempt pursuant to Section 15301, as it consists of a minor alteration of existing public facilities involving negligible or no expansion of existing or former use; Section 15303, as it consists of the construction and location of limited numbers of new, small structures (see paragraph (e), which lists accessory structures as an example); and Section 15311, as it consists of the construction and placement of minor structures accessory to existing facilities.
- (4) The installation of security fencing and gates, is categorically exempt pursuant to Section 15303, as it consists of the construction and location of limited numbers of new, small accessory structures (see paragraph (e), which lists fences as an example); and Section 15311, as it consists of the construction and placement of minor structures accessory to existing institutional facilities.

- (5) The installation of drought tolerant landscaping and a water efficient irrigation system is categorically exempt pursuant to Section 15301, as it consists of the minor alteration of mechanical equipment involving negligible or no expansion of existing or former use; and Section 15304, as it consists of minor public alterations in the condition of land and/or vegetation that do not involve removal of healthy, mature, scenic trees (see paragraph (b), which lists new gardening or landscaping and the replacement of existing conventional landscaping with water efficient landscaping as examples).
- (6) The upgrade of site utilities is categorically exempt pursuant to Section 15301, as it consists of a minor alteration of existing public structures or facilities involving negligible or no expansion of existing or former use; and Section 15302, as it consists of the replacement of existing structures or facilities where the new structures or facilities will be located on the same site and will have substantially the same purpose and capacity as the structures or facilities replaced (see paragraph(c), which lists the replacement of existing utility systems as an example).
- (7) The modernization of the Administration building is categorically exempt pursuant to Section 15301, as it consists of the repair, maintenance, or minor alteration of an existing public structure and facilities involving negligible or no expansion of use.
- (8) The installation of surveillance cameras, other security enhancements and exterior lighting is categorically exempt pursuant to Section 15303, as it consists of the location of limited numbers of new, small structures and installation of small new equipment in small structures (see paragraph (d), which lists electrical extensions of reasonable length, and paragraph (e), which lists accessory structures, as examples); and Section 15311, as it consists of the placement of minor structures accessory to existing institutional facilities.
- (9) The installation of shade structures and canopies is categorically exempt pursuant to Section 15303, as it consists of the construction and location of limited numbers of new, small structures (see paragraph (e), which lists accessory structures as an example); and Section 15311, as it consists of the construction and placement of minor structures accessory to existing institutional facilities.
- (10) The modernization of restrooms is categorically exempt pursuant to Section 15301, as it consists of a minor alteration of existing public structures or facilities involving negligible or no expansion of existing or former use.
- (11) The construction of a trash/bin washing enclosure is categorically exempt pursuant to Section 15303, as it consists of the construction and location of limited numbers of new, small structures (see paragraph (e), which lists accessory structures as an example); and Section 15311, as it consists of the construction and placement of minor structures accessory to existing institutional facilities.
- (12) The construction of a bike/skateboard enclosure is categorically exempt pursuant to Section 15303, as it consists of the construction and location of limited numbers of new, small structures (see paragraph (e), which lists accessory structures as an example); and Section 15311, as it consists of the construction and placement of minor structures accessory to existing institutional facilities.

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

**Approval of Notice of Exemption for the
Sycamore Junior High School Site Improvement and Modernization Project**

RESOLUTION NO. 2020/21-F-05

October 15, 2020

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

WHEREAS, on July 10, 2014, the Anaheim Union High School District's (District) governing board (Board) approved the District's Facilities Master Plan (FMP) to address the facilities needs of the District over the next ten years; and

WHEREAS, the District owns and operates Sycamore Junior High School, located at 1801 E. Sycamore Street, in the City of Anaheim, County of Orange, State of California; and

WHEREAS, capital improvements at Sycamore Junior High School are identified in the approved FMP; and

WHEREAS, the Sycamore Junior High School Site Improvement and Modernization Project (Project) is consistent with the intent of the approved FMP; and

WHEREAS, on October 15, 2020, the Board awarded a public works contract for the Project; and

WHEREAS, the scope of work of the Project consists of: (1) Reconstruction and reconfiguration of parking lots to improve vehicular access and circulation; (2) Site improvements to address ADA path of travel issues throughout the site, hardscape deficiencies, safety, and accessibility issues in the quad and campus walkways; (3) Site improvements to address drainage issues; (4) Installation of security fencing and gates; (5) Installation of drought tolerant landscaping and water efficient irrigation system; (6) Upgrade of site utilities; (7) Modernization of the Administration building; (8) Installation of surveillance cameras, other security enhancements and exterior lighting; (9) Installation of shade structures and canopies; (10) Modernization of restrooms; (11) Construction of a trash/bin washing enclosure; (12) Installation of a bike/skateboard enclosure; (13) Demolition of three obsolete relocatable buildings; and (14) Relocation of two relocatable classrooms within the campus for community use.

WHEREAS, the Board has determined that the Project is categorically and statutorily exempt from the provisions of the California Environmental Quality Act of 1974 ("CEQA"), Public Resources Code Sections 21000 et seq., as amended, pursuant to Title 14, Sections 15301, 15302, 15303, 15304, and 15311 of the California Code of Regulations, as well as Public Resources Code Section 21080.35, as the Project consists of the repair, maintenance, and minor alterations of existing public structures, facilities, and mechanical equipment involving negligible or no expansion of existing or former use; the replacement and reconstruction of existing structures, facilities, and systems on the same site and having substantially the same purpose and capacity as the structures, facilities, and systems replaced; the construction and location of limited numbers of new, small structures and installation of small, new equipment in small structures; minor public alterations in the

condition of land and/or vegetation that do not involve removal of healthy, mature, scenic trees; and the construction and placement of minor structures accessory to existing institutional facilities; and

WHEREAS, the combined effect of the different types of CEQA exemptions enumerated above places the Project as a whole outside the purview of CEQA (Surfrider Foundation v. California Coastal Commission (1994) 26 Cal.App.4th 151).

NOW, THEREFORE BE IT RESOLVED, the Board of Trustees of the Anaheim Union High School District hereby resolves and declares, as follows.

Section 1. The Notice of Exemption attached hereto as Exhibit "A" and incorporated herein by reference is approved and adopted.

Section 2. The superintendent or designee is hereby authorized and directed to cause the Notice of Exemption to be executed and timely filed with the Orange County Clerk-Recorder.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on October 15, 2020, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 15th day of October 2020, 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 15th day of October 2020.

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

EXHIBIT "A"

NOTICE OF EXEMPTION

Notice of Exemption

To: Office of Planning and Research
 P.O. Box 3044, Room 113
 Sacramento, CA 95812-3044

From: Anaheim Union High School District
 501 North Crescent Way
 Anaheim, CA 92801

County Clerk-Recorder
 County of Orange
 12 Civic Center Plaza, Room 101
 Santa Ana, CA 92701

Project Title: Sycamore Junior High School Site Improvement and Modernization Project

Project Applicant: Anaheim Union High School District

Project Location – Specific: Sycamore Junior High School, 1801 E. Sycamore Street, Anaheim, CA 92805

Project Location – City: Anaheim Project Location – County: Orange

Description of Nature, Purpose, and Beneficiaries of Project:
 Please refer to the Attachment to NOE, included herewith, for a description of the nature and purpose of the project. The beneficiaries will be the students, parents, staff, teachers, and administrators.

Name of Public Agency Approving Project: Anaheim Union High School District

Name of Person or Agency Carrying Out Project Anaheim Union High School District

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268)
- Declared Emergency (Sec. 21080(b)(3); 15269(a))
- Emergency Project (Sec. 21080(b)(4); 15269(b)-(c))
- Categorical Exemption. State type and section number: Please refer to the Attachment to NOE
- Statutory Exemptions. State Code number: Public Resources Code Section 21080.35

Reasons why project is exempt:
 Please refer to the Attachment to NOE

Lead Agency
 Contact Person: Patricia Neely Area Code/Telephone/Extension: (714) 999-3505

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a notice of exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: / /2020 Title: Assistant Superintendent, Business

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at _____
 Reference: Sections 21108, 21152, and 21152.1, Public Resources Code. OPR:

ATTACHMENT TO NOTICE OF EXEMPTION
Anaheim Union High School District
Sycamore Junior High School
Site Improvement and Modernization Project

Description of Nature, Purpose, and Beneficiaries of Project: The Project consists of: (1) Reconstruction and reconfiguration of parking lots to improve vehicular access and circulation; (2) Site improvements to address ADA path of travel issues throughout the site, hardscape deficiencies, safety, and accessibility issues in the quad and campus walkways; (3) Site improvements to address drainage issues; (4) Installation of security fencing and gates; (5) Installation of drought tolerant landscaping and water efficient irrigation system; (6) Upgrade of site utilities; (7) Modernization of the Administration building; (8) Installation of surveillance cameras, other security enhancements and exterior lighting; (9) Installation of shade structures and canopies; (10) Modernization of restrooms; (11) Construction of a trash/bin washing enclosure; (12) Installation of a bike/skateboard enclosure; (13) Demolition of three obsolete relocatable buildings; and (14) Relocation of two relocatable classrooms within the campus for community use.

Exempt Status: Categorical Exemption. State type and section number: Sections 15301 (Existing Facilities); 15302 (Replacement or Reconstruction); 15303 (New Construction or Conversion of Small Structures); 15304 (Minor Alterations to Land); and 15311 (Accessory Structures).

Reasons why project is exempt:

The Project components are exempt from the California Environmental Quality Act ("CEQA") for the reasons elaborated upon below. Moreover, the Project as a whole is exempt from CEQA because the Project components do not have the potential for causing a significant effect on the environment, whether individually or collectively. The combined effect of the different types of CEQA exemptions enumerated below places the Project as a whole outside the purview of CEQA. (*Surfrider Foundation v. California Coastal Commission* (1994) 26 Cal.App.4th 151.) The Project therefore does not require CEQA action beyond this Notice of Exemption.

- (1) The reconstruction of the main parking lot to improve vehicular access and circulation, is categorically exempt pursuant to Section 15301, as it consists of a minor alteration of an existing public structure involving negligible or no expansion of existing or former use.
- (2) The site improvements to address ADA path of travel issues throughout the site, hardscape deficiencies, safety, and accessibility issues in the quad and campus walkways are categorically exempt pursuant to Section 15301, as they consist of minor alterations of existing public structures or facilities involving negligible or no expansion of existing or former use.
- (3) The site improvements to address drainage issues are categorically exempt pursuant to Section 15301, as it consists of a minor alteration of existing public facilities involving negligible or no expansion of existing or former use; Section 15303, as it consists of the construction and location of limited numbers of new, small structures (see paragraph (e), which lists accessory structures as an example); and Section 15311, as it consists of the construction and placement of minor structures accessory to existing facilities.
- (4) The installation of security fencing and gates, is categorically exempt pursuant to Section 15303, as it consists of the construction and location of limited numbers of new, small accessory structures (see paragraph (e), which lists fences as an example); and Section

15311, as it consists of the construction and placement of minor structures accessory to existing institutional facilities.

- (5) The installation of drought tolerant landscaping and a water efficient irrigation system is categorically exempt pursuant to Section 15301, as it consists of the minor alteration of mechanical equipment involving negligible or no expansion of existing or former use; and Section 15304, as it consists of minor public alterations in the condition of land and/or vegetation that do not involve removal of healthy, mature, scenic trees (see paragraph (b), which lists new gardening or landscaping and the replacement of existing conventional landscaping with water efficient landscaping as examples).
- (6) The upgrade of site utilities is categorically exempt pursuant to Section 15301, as it consists of a minor alteration of existing public structures or facilities involving negligible or no expansion of existing or former use; and Section 15302, as it consists of the replacement of existing structures or facilities where the new structures or facilities will be located on the same site and will have substantially the same purpose and capacity as the structures or facilities replaced (see paragraph(c), which lists the replacement of existing utility systems as an example).
- (7) The modernization of the Administration building is categorically exempt pursuant to Section 15301, as it consists of the repair, maintenance, or minor alteration of an existing public structure and facilities involving negligible or no expansion of use.
- (8) The installation of surveillance cameras, other security enhancements and exterior lighting is categorically exempt pursuant to Section 15303, as it consists of the location of limited numbers of new, small structures and installation of small new equipment in small structures (see paragraph (d), which lists electrical extensions of reasonable length, and paragraph (e), which lists accessory structures, as examples); and Section 15311, as it consists of the placement of minor structures accessory to existing institutional facilities.
- (9) The installation of shade structures and canopies is categorically exempt pursuant to Section 15303, as it consists of the construction and location of limited numbers of new, small structures (see paragraph (e), which lists accessory structures as an example); and Section 15311, as it consists of the construction and placement of minor structures accessory to existing institutional facilities.
- (10) The modernization of restrooms is categorically exempt pursuant to Section 15301, as it consists of a minor alteration of existing public structures or facilities involving negligible or no expansion of existing or former use.
- (11) The construction of a trash/bin washing enclosure is categorically exempt pursuant to Section 15303, as it consists of the construction and location of limited numbers of new, small structures (see paragraph (e), which lists accessory structures as an example); and Section 15311, as it consists of the construction and placement of minor structures accessory to existing institutional facilities.
- (12) The construction of a bike/skateboard enclosure is categorically exempt pursuant to Section 15303, as it consists of the construction and location of limited numbers of new, small structures (see paragraph (e), which lists accessory structures as an example); and Section 15311, as it consists of the construction and placement of minor structures accessory to existing institutional facilities

- (13) The demolition of three obsolete relocatable buildings is categorically exempt pursuant to Section 15301 because it consists of the demolition and removal of accessory structures. See Section 15301(l)(4) regarding demolition of accessory structures.
- (14) The relocation of two relocatable classrooms within the same campus for community use is not a project pursuant to CEQA. Therefore, an exemption is not required. Even if the relocation were a project pursuant to CEQA, it would be exempt pursuant to the "common sense" exemption contained in Section 15061(b)(3) because CEQA only applies to projects that have the potential for causing a significant effect on the environment, and it can be seen with certainty that there is no possibility that the relocation may have such a significant effect.

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

Great American Smokeout/Escape the Vape Day

RESOLUTION NO. 2020/21-E-07

October 15, 2020

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

WHEREAS, the Great American Smokeout/Escape the Vape Day will be celebrated in every community, every year in America on the third Thursday of November; and

WHEREAS, tobacco, tobacco products, and nicotine use/abuse has continued to be at epidemic stages, particularly with new and emerging trends/products; and

WHEREAS, it is imperative that a united effort of community members launch visible tobacco, tobacco products and nicotine prevention efforts to reduce the demand for tobacco; and

WHEREAS, business, government, law enforcement, schools, religious institutions, service organizations, youth, medical, senior citizens, military, sports teams, and individuals will demonstrate their commitment to tobacco-free, healthy lifestyles by challenging people to stop using tobacco and help people to learn about the many tools they can use to help them quit on the Great American Smokeout/Escape the Vape Day;

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Anaheim Union High School District hereby supports November 19, 2020, as the Great American Smokeout/Escape the Vape Day in the District and encourages its teachers, administrators, classified employees, and all staff to use the date to help people make a plan to quit, or plan in advance and quit smoking that day by publicizing the need to quit, pressing for laws that control tobacco use and, discouraging teens from starting while supporting people who

Resolution No. 2020/21-E-07

want to quit, making a visible statement that, as employees of the District, we are strongly committed to win the war against tobacco, tobacco products, and nicotine.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on October 15, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof, held on the 15th day of October 2020, and passed, by a roll call vote of all members present of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of October 2020.

Michael B. Matsuda
Superintendent and Secretary,
Board of Trustees

SOLICITATION OF FUNDS FROM AND BY STUDENTS**81200 (1321)****Community Relations**

The Board of Trustees recognizes that student participation in fund-raising activities for the schools can help develop a sense of social responsibility in students, enhance the relationship between the school and community, and contribute to the improvement of the school program.

Students shall not be barred from an event or activity because they did not participate in fund-raising. Potential donors, including parents/guardians and members of the community, should not be unduly pressured to contribute to the school system or charitable organizations. Staff is expected to emphasize the fact that donations are always voluntary.

The Superintendent or designee shall ensure that parents/guardians are informed of the purpose of fund-raisers.

Solicitations on Behalf of the School

With the prior written approval of the Superintendent or designee, official school-related organizations may organize fund-raising events involving students.

Legal Reference:**EDUCATION CODE**

51520 Prohibited solicitations on school premises

51521 Unlawful solicitations of contribution or purchase of personal property for benefit of public school or student body; exception

BUSINESS AND PROFESSIONS CODE

17510-17510.95 Charitable solicitations

PENAL CODE

319-329 Raffles

REVENUE AND TAX CODE

6361 Sales tax exemption for certain sales

CODE OF REGULATIONS, TITLE 8

11706 Dangerous activities and occupations

Management Resources:**CSBA PUBLICATIONS**

Healthy Food Policy Resource Guide, 2003

WEB SITESOffice of the Attorney General: <https://oag.ca.gov>**Board of Trustees**

September 25, 1958

February 9, 1967

Reviewed: February 12, 1987

Revised: January 16, 1990

SOLICITATION OF FUNDS FROM AND BY STUDENTS

81200 (1321)

Reviewed: August 1993

Reviewed: April 2005

E/B

Revised: TBD

B

Business and Noninstructional Operations

The Board of Trustees may accept any gift, grant, or bequest of money, property, or service to the district from any individual, organization, foundation, or public or private agency that desires to support the district's educational program. While greatly appreciating suitable donations, the Board of Trustees shall reject any gift which may directly or indirectly impair its authority to make decisions in the best interest of district students or its ability or commitment to provide equitable educational opportunities.

Before accepting any gift, grant, or bequest, the Board of Trustees shall carefully consider any conditions or restrictions imposed by the donor to ensure their consistency with the district's vision, philosophy, and operations. If the Board of Trustees believes the district will be unable to fully satisfy the donor's conditions, the gift shall not be accepted.

In addition, the Board of Trustees shall ensure that acceptance of the gift, grant, or bequest does not:

1. Involve creation of a program which the Board of Trustees would be unable to sustain when the donation is exhausted
2. Entail undesirable or excessive costs
3. Promote the use of violence, drugs, tobacco, or alcohol
4. Advertise or endorse the use of non-nutritious food or beverages during the school day
5. Encourage or enable the violation of any law or district policy
6. Imply endorsement of any business or product or unduly commercialize or politicize the school environment

Any gift of books or instructional materials may only be accepted if they meet district criteria for selection of instructional materials.

All gifts, grants, and bequests shall become district property. Donors are encouraged to donate all gifts to the district rather than to a particular school, classroom, or teacher. At the Superintendent or designee's discretion, a gift may be used at a particular school or classroom.

When any gift of money received by the district is not immediately used, it shall be placed in the county treasury in accordance with law. (Education Code 41030-41031)

Corporate Sponsorship

The Board of Trustees may enter into an agreement or arrangement with an outside entity for the sponsorship of an educational, athletic, or other program or activity. When appropriate, the agreement may allow the outside entity to advertise or promote its business, product, or service in district publications or on district property or web sites.

Every sponsorship agreement shall be in writing and shall be approved by the Board of Trustees. The Board of Trustees shall ensure that the district's relationship and arrangement with the sponsor are consistent with the district's mission, values, and goals. Any advertising or promotional message, image, or other depiction to be used by the sponsor shall meet the standards set for commercial advertising on district property and in district-sponsored publications in accordance with BP 1325 - Advertising and Promotion.

Each sponsorship agreement shall contain statements including, but not limited to:

1. The purpose of the relationship with the sponsor, details of the benefits to the district, and how the benefits will be distributed
2. The duration of the agreement and the roles, expectations, rights, and responsibilities of the district and the sponsor, including whether and to what extent the sponsor is allowed to advertise or promote its products and/or services
3. The authority of the Board of Trustees to retain exclusive right over the use of the district's name, logo, and other proprietary information and the requirement that the sponsor obtain prior approval of the Board of Trustees before using such information
4. The prohibition against the collection or distribution of students' personal information except as allowed by law
5. The authority of the Board of Trustees to terminate the agreement without any penalty or sanction to the district if the sponsor's message, business, or product becomes inconsistent with the district's vision, mission, or goals or the sponsor engages in any prohibited activity

Online Fundraising

Any person or entity who wishes to conduct an online fundraising campaign, including a crowdfunding campaign, for the benefit of the district, a school, or a classroom shall submit a written request for prior approval to the Superintendent or designee. Approval of requests shall take into consideration compatibility with the district's vision and goals, core beliefs, instructional priorities, and infrastructure; the manner in which donations are collected and distributed; equity of the use of funds; and any other factors deemed relevant or appropriate by the district.

Any person or entity approved to conduct an online fundraising campaign shall comply with relevant district policies and procedures, including ensuring financial transparency in describing the purpose and use of the funds and protecting student privacy as applicable. Such person or entity shall specify that the district, rather than a staff member, classroom, or school, will own the funded resources.

Funds raised by an online fundraising campaign and donated to the district shall be subject to the same terms, criteria for acceptance, and accountability measures as any other donation as specified in this policy.

Appreciation

The Board of Trustees may show appreciation for any donation to the district in any manner it deems appropriate. Such appreciation may take the form of letters of recognition or Board resolutions; plaques, commendations, or awards; planting of commemorative trees or gardens; or naming or renaming of buildings, grounds, or facilities. Conferment of any such honor shall be in accordance with applicable Board policy.

Legal Reference:

EDUCATION CODE

1834 Acquisition of materials and apparatus

35160 Powers and duties

35162 Power to sue, be sued, hold and convey property

41030 School district may invest surplus monies from bequest or gifts

41031 Special fund or account in county treasury

41032 Authority of school board to accept gift or bequest; investments; gift of land requirements

41035 Advisory committee

41036 Function of advisory committee

41037 Rules and regulations

41038 Applicability of other provisions of chapter

Management Resources:

WEB SITES

California Consortium of Education Foundations: <http://www.cceflink.org>

Board of Trustees:

Approved: October 10, 2013

Revised: TBD

B

Business and Noninstructional Operations

Fund-Raising Events

Student organizations shall submit to the principal or designee all fund-raising events that the student organization proposes to hold. The principal or designee shall review the proposed events and determine whether the events contribute to the educational experience and are not in conflict with or detract from the school's educational program. When reviewing proposed events, the principal or designee shall consider the effects of the activities on student health and safety, evaluate the risk of liability to the District, and ensure that the proposed activities are in compliance with law, Board policy, and administrative regulation.

Management of Funds

Student body funds shall be managed in accordance with law and sound business procedures designed to encourage the largest possible educational return to students without sacrificing the security of funds.

The superintendent or designee shall develop internal control procedures to safeguard the organization's assets, promote the success of fund-raising ventures, provide reliable financial information, and reduce the risk of fraud and abuse. These procedures shall detail the oversight of activities and funds including, but not limited to, the appropriate role and provision of training for staff and students, parameters for events on campus, appropriate and prohibited uses of funds, and accounting and record-keeping processes, including procedures for handling questionable expenditures.

The principal or designee shall be responsible for the proper conduct of all student organization financial activities. The budget adopted by the student body organization should serve as the financial plan for the school year and shall be submitted to the Superintendent or designee at the beginning of each school year. The superintendent or designee shall periodically review the organization's use of funds to ensure compliance with the District's internal control procedures.

Funds derived from the student body shall be disbursed according to procedures established by the student organization. All disbursements must be approved by a Board-designated official, the certificated employee who is the student organization advisor, and a student organization representative. (Education Code 48933)

The Board of Trustees shall provide an annual audit of student accounts by a certified public accountant or licensed public accountant. The cost of the audit shall be paid from District funds. (Education Code 41020)

Legal Reference:

EDUCATION CODE

- 35182.5 Non-nutritious foods and beverages, vending machines
- 35564 Funds, obligation of the student body
- 41020 Requirement for annual audit
- 48930-48938 Student body organization
- 49431 Sale of food and beverages, elementary school
- 49431.5 Sale of food and beverages, middle and high schools
- 51520 School premise, prohibited solicitations
- 51521 Fund-raising projects

CODE OF REGULATIONS, TITLE 5

- 15500 Food sales, elementary schools
- 15501 Food sales, middle and junior high schools

COURT DECISIONS

Prince v. Jacoby, (2002) 303 F.3d 1074

Management Resources:

FISCAL CRISIS MANAGEMENT & ASSISTANCE TEAM PUBLICATIONS

Associated Student Body Accounting Manual & Desk Reference, 2005

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

Fiscal Crisis Management & Assistance Team: <http://www.fcmat.org>

Board of Trustees

Approved: TBD

B

- 1.0 General Policy: The activities and financial affairs of student body organizations shall be in strict accordance with the Education Code and the policies, rules, and regulations of the Board of Trustees, as set forth herein.
- 2.0 Qualifications for Membership in Student Organizations: The public school is a democratic institution which requires that membership in clubs and other organizations of the school must be based on objective criteria. This criteria must permit all students to compete for membership without prejudice as to race, creed, or subjective judgment of their peers.

Any combination of the following may be used as the basis for selecting students for membership:

- scholarship
- citizenship
- grade level
- subject field
- special proficiency evaluated by certificated personnel on the basis of predetermined standards

Under no circumstances is the membership in a school club to be determined by the subjective judgment of the students constituting the club.

- 3.0 Basic Purpose: The basic purpose for raising and expending money by student bodies, or student organizations, shall be to promote the general welfare, morale, and educational experiences of the student body as a whole. Student body funds must be used to promote and finance a program of worthwhile co-curricular activities beyond, but not replacing, those provided by the district.
- 4.0 Approval: The Board of Trustees shall give approval for the establishment of all student organizations. The proposed organization shall not engage in any activities, other than those that are organizational in nature, until the Board of Trustees has approved its application.
- ~~5.0 General Management: Student body financial affairs shall be conducted in accordance with sound business principles and practices, including establishing budgets and exercising budgetary controls, and shall offer minimum competition with business firms in the school district.~~
- 6.0 Rules and Regulations: The superintendent or designee shall develop rules and regulations for the conduct and operation of student organizations that conform to the Education Code and the policies, rules, and regulations of the Board of Trustees

- 7.0 Student Advisory Board: An advisory board comprised of one (1) voting member from each high school in the district shall be established to help resolve student issues within the district schools and to open a channel of communication with the Anaheim Union High School District Board of Trustees through the superintendent. The voting member shall be designated by the school of attendance.

- ~~8.0 Fund Raising Projects: In general, student body fund raising projects shall be limited to campus activities, or shall be in connection with regularly scheduled school events. No individual or group shall instigate any project or activity involving the handling of money without first obtaining the permission of the student council and principal or designee. No class, club, or organization may raise money through community sales or off campus events without approval of the site principal, compliance with local city requirements, the city treasurer of the city in which solicitation of funds will be made, and the superintendent.~~

- ~~9.0 Reserves: Student organizations shall not accumulate money reserves beyond reasonable requirements. In general, student monies shall be expended for the benefit of those students currently enrolled in the schools who have contributed in some manner to the accumulation of such funds. Reserves at the end of a fiscal year shall not exceed 5% of the total expenditure budget for that year for each individual fund. Upon specific authorization of the Board of Trustees, acting upon recommendation of the superintendent, a reserve may be established to make a major expenditure that may be financed within a period of two school years.~~

- ~~10.0 Fixed Assets: All purchase of fixed assets or equipment for the student body organization shall be done through the Purchasing Department and approved by the Board of Trustees, acting upon recommendation of the superintendent. Fixed assets may be acquired and donated to the school district. The student body is responsible for the security, repair, and upkeep of fixed assets or equipment.~~

- ~~11.0 Audit: The financial records of student organizations shall be audited as a part of the annual school district audit that is performed in accordance with state law. The cost of the audit will be paid from the district general fund. Unannounced spot check audit will be periodically performed by the controller's office~~

ADMINISTRATIVE AUTHORITY

- 1.0 Superintendent: The superintendent has general supervision over the activities of student body organizations.
- 2.0 Assistant Superintendent, Business: The controller, under the direction of the assistant superintendent, business, shall prescribe appropriate accounting procedures for student body financial records. The controller shall exercise such control and audit procedures as may be required to determine that the accounting procedures are followed.
- 3.0 Assistant Superintendent, Education: The assistant superintendent, education, shall review the application for school student organizations and the recommendations of the principal to determine if the application meets the criteria of a curriculum related student organization and shall forward the application to the board of trustees for review and action. The office of the assistant superintendent, education, maintains a master file of all student organizations.
- 4.0 Principal: The site principal of the school shall be directly responsible for the conduct of student body activities in accordance with the rules and regulations herein set forth. The principal may delegate responsibility for handling details of administration and the maintenance of records and accounting procedures as prescribed by the controller.
- 5.0 Student Council or Cabinet: The student council or cabinet has general responsibility and authority over the clubs or organizations at the school. It shall be the prerogative of the principal to veto any action of the student council or cabinet that the principal believes is contrary to the best interests of the school, or in conflict with the provisions of the rules and regulations governing the student body activities, as set forth herein.

It is the responsibility of the business office to manage the written procedures for the operation of student body organizations. This document will be distributed under separate cover.

Legal Reference: Education Code 48930-48938 Student body organizations

Board of Trustees
September 1, 1983

- Revised: April 10, 1986
- Revised: March 8, 1990
- Revised: May 1993
- Reviewed: August 2001
- Reviewed: April 2005
- Revised: October 2009

E/B
Revised: TBD
B

Business and Noninstructional Operations

The Board of Trustees believes that district facilities and resources should be utilized in an economical and practical manner. The Superintendent or designee shall periodically study the current and projected use of all district facilities to ensure the efficient utilization of space for the effective delivery of instruction.

The Board of Trustees shall appoint a district advisory committee prior to the sale or lease of any surplus real property to advise the Board of Trustees regarding the use or disposition of schools or school building space which is not needed for school purposes. Rentals of surplus property not exceeding 30 days are exempted from this requirement. When the sale, lease, or rental of surplus property is for the purpose of teacher or other employee housing or for the offering of summer school by a private educational institution, the Board may elect not to appoint a district advisory committee. (Education Code 17387-17391)

If the local planning agency has adopted a general plan that affects or includes the area where the surplus property is located, the Board of Trustees shall submit a report to the local planning agency describing the location of the surplus property and the purpose and extent of the proposed sale or lease. (Government Code 65402)

The Board shall determine whether the sale or lease of the surplus property is subject to review under the California Environmental Quality Act. (Public Resources Code 21000-21177; 14 CCR 15061-15062)

When selling or leasing district real property, the Board of Trustees shall comply with the priorities and procedures specified in applicable law. (Education Code 17230, 17464, 17485-17499; Government Code 54222)

In addition, when selling real property purchased, constructed, or modernized with funds received within the past 10 years from a state school facilities funding program, the Board of Trustees shall consider whether any of the proceeds from the sale will need to be returned to the State Allocation Board (SAB) pursuant to Education Code 17462.3.

Resolution of Intention to Sell or Lease

Before ordering the sale or lease of any real property, the Board of Trustees shall adopt a resolution by a two-thirds vote of all of its members at a regularly scheduled open meeting. The resolution shall describe the property proposed to be sold or leased in such a manner as to identify it, specify the minimum price or rent, describe the terms upon which it will be sold or leased, and specify the commission or rate, if any, which the Board of Trustees will pay to a licensed real estate broker out of the minimum price or rent. The resolution shall fix a time, not less than three weeks thereafter, for a public meeting, held at the Board of Trustees regular meeting place, at which sealed proposals to purchase or lease will be received and considered. (Education Code 17466)

The Superintendent or designee shall provide notice of the adoption of the resolution and of the time and place of the meeting that will be held to consider bids by posting copies of the resolution, signed by the Board of Trustees, in three public places not less than 15 days before the date of the meeting. In addition, the notice shall be published at least once a week for three successive weeks before the meeting, in a newspaper of general circulation published in the county in which the district is located, if such a newspaper exists. (Education Code 17469)

In accordance with Education Code 17470, the Superintendent or designee shall take reasonable steps to provide notification to the former owners of the property of the district's intent to sell it.

Acceptance/Rejection of Bids

At the public meeting specified in the resolution of intention to sell or lease property, the Board of Trustees shall open, examine, and declare all sealed bids. Before accepting a written proposal, the Board of Trustees shall call for oral bids in accordance with law. (Education Code 17472, 17473)

The Board of Trustees may reject any and all bids, either written or oral, and withdraw the properties from sale when the Board of Trustees determines that rejection is in the best public interest. If no proposals are submitted or the submitted proposals do not conform to all the terms and conditions specified in the resolution of intention to lease, the Board of Trustees may lease the property in accordance with Education Code 17477. (Education Code 17476, 17477)

Of the proposals submitted by responsible bidders which conform to all terms and conditions specified in the resolution of intention to sell or lease, the Board of trustees shall finally accept the highest bid after deducting the commission, if any, to be paid to a licensed real estate broker, unless the Board of Trustees accepts a higher oral bid or rejects all bids. (Education Code 17472)

The final acceptance of the bid may be made either at the same meeting specified in the resolution or at any adjourned/continued meeting held within 10 days. Upon acceptance of the bid, the Board of Trustees may adopt a resolution of acceptance that directs the Board president, or any other Board member, to execute the deed or lease and to deliver the document upon performance and compliance by the successful bidder of all of the terms and conditions of the contract. (Education Code 17475-17478)

Use of Proceeds

The Superintendent or designee shall ensure that the proceeds from the sale or lease with an option to purchase of surplus district property are used for one-time expenditures and not for ongoing expenditures such as salaries and general operating expenses. (Education Code 17462)

Proceeds from a sale of surplus district property shall be used for capital outlay or maintenance costs that the Board of Trustees determines will not recur within a five-year period. (Education Code 17462)

Proceeds from a lease of district property with an option to purchase may be deposited into a restricted fund for the routine repair of district facilities, as defined by the SAB, for up to a five-year period. (Education Code 17462)

If the Board of Trustees and SAB determine that the district has no anticipated need for additional sites or building construction for the next 10 years and no major deferred maintenance requirements, the proceeds from the sale or lease with an option to purchase may be deposited in a special reserve fund for the future maintenance and renovation of school sites or in the district's general fund. Proceeds from the sale or lease with option to purchase of district property may also be deposited in a special reserve fund for capital outlay or maintenance costs of district property that the Board of Trustees determines will not recur within a five-year period. (Education Code 17462)

Legal Reference:

EDUCATION CODE

- 17219-17224 Acquisition of property not utilized as school site; nonuse payments; exemptions
- 17230-17234 Surplus property
- 17385 Conveyances to and from school districts
- 17387-17391 Advisory committees for use of excess school facilities
- 17400-17429 Leasing property
- 17430-17447 Leasing facilities
- 17453 Lease of surplus district property
- 17455-17484 Sale or lease of real property, especially:
 - 17462.3 State Allocation Board program to reclaim funds
- 17485-17500 Surplus school playground (Naylor Act)
- 17515-17526 Joint occupancy
- 17527-17535 Joint use of district facilities
- 33050 Request Waiver
- 38130-38139 Civic Center Act

GOVERNMENT CODE

- 50001-50002 Definitions
- 54220-54232 Surplus land, especially:
 - 54222 Offer to sell or lease property
- 54950-54963 Brown Act, especially:
 - 54952 Legislative body, definition

PUBLIC RESOURCES CODE

- 21000-21177 California Environmental Quality Act

CODE OF REGULATIONS, TITLE 2

- 1700 Definitions related to surplus property

COURT DECISIONS

San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District, (2006) 139 Cal.App.4th 1356

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Closing a School Best Practices Guide

OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS
Unused Site Program Handbook, December 2015

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, School Facilities Planning Division:
<http://www.cde.ca.gov/ls/fa>

Coalition for Adequate School Housing: <http://www.cashnet.org>

Office of Public School Construction: <http://www.dgs.ca.gov/opsc>

Board of Trustees

July 21, 1988

Reviewed: February 1993

Revised: TBD

B

Community Relations

The Board of Trustees believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board of Trustees authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school facilities and on school grounds and protect school facilities, designating a person to supervise this task, if necessary
3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

Subject to prior approval by the Board of Trustees, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed. (Education Code 37220)

There shall be no advertising on school facilities and grounds except as allowed by district policy specified in BP 1325 - Advertising and Promotion.

As necessary to ensure efficient use of school facilities, the Superintendent or designee may, with the Board's approval, enter into an agreement for the joint use of any school facilities or grounds. The Board of Trustees shall approve any such agreement only if it determines that it is in the best interest of the district and the community.

Fees

The Board of Trustees shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

The Board of Trustees authorizes the use of school facilities or grounds, without charge, by nonprofit organizations and by clubs or associations organized to promote youth and school

activities, including, but not limited to, Girl Scouts, Boy Scouts, Camp Fire USA, YMCA, parent-teacher associations, school-community advisory councils, and recreational youth sports leagues that charge participants no more than an average of \$60 per month. Other groups that request the use of school facilities under the Civic Center Act shall be charged an amount not exceeding direct costs determined in accordance with 5 CCR 14037-14041. (Education Code 38134)

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Calculating Direct Costs

Direct costs to be charged for community use of each, or each type of, school facility or grounds shall be calculated in accordance with 5 CCR 14038 and may reflect the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds
2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services performed by district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

Expending Funds Collected as Capital Direct Costs

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Use of School Facility as Polling Place

The Board of Trustees may authorize the use of school buildings as polling places on any election day, and may also authorize the use of school buildings, without cost, for the storage of voting machines and other vote-tabulating devices. However, if a city or county elections official

specifically requests the use of a school building as a polling place, the Board of Trustees shall allow its use for such purpose. If school will be in session, the Superintendent or designee shall identify to elections officials the specific areas of the school buildings not occupied by school activities that will be allowed for use as polling places. (Elections Code 12283)

When a school is used as a polling place, the Superintendent or designee shall provide the elections official a site with an adequate amount of space that will allow the precinct board to perform its duties in a manner that will not impede, interfere, or interrupt the normal process of voting and shall make a telephone line for Internet access available for use by local elections officials if so requested. He/she shall make a reasonable effort to ensure that the site is accessible to persons with disabilities. (Elections Code 12283)

The Superintendent or designee shall establish procedures to ensure student safety and minimize disruptions whenever school is in session while the facilities are being used as a polling place.

Legal Reference:

EDUCATION CODE

10900-10914.5 Community recreation programs

32282 School safety plan

37220 School holidays

38130-38138 Civic Center Act, use of school property for public purposes

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

ELECTIONS CODE

12283 Polling places: schools

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act

MILITARY AND VETERANS CODE

1800 Definitions

CODE OF REGULATIONS, TITLE 5

14037-14042 Proportionate direct costs for use of school facilities and grounds

UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

COURT DECISIONS

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Cole v. Richardson, (1972) 405 U.S. 676
Connell v. Higgenbotham, (1971) 403 U.S. 207
ACLU v. Board of Education of Los Angeles, (1961) 55 Cal .2d 167
Ellis v. Board of Education, (1945) 27 Cal.2d 322
ATTORNEY GENERAL OPINIONS
82 Ops.Cal.Atty.Gen. 90 (1999)
79 Ops.Cal.Atty.Gen. 248 (1996)

Management Resources:

CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief,
February 2010

Building Healthy Communities: A School Leader's Guide to Collaboration and Community
Engagement, 2009

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Board of Trustees

Approved: January 21, 1988

Revised: February 23, 1989

Revised: November 13, 1989

Revised: February 1993

Revised: April 20, 1995

Revised: June 26, 2008

Revised: May 9, 2017

B/F

Revised: TBD

B

Community Relations

In order to ensure the efficient use of public resources and increase access to needed services, the Board of Trustees may enter into an agreement with any public agency, public institution, and/or community organization to use community facilities for school programs or to make school facilities or grounds available for use by those entities. Such an agreement shall be based on an assessment of student and community needs and may be designed to increase access to spaces for recreation and physical activity, library services, school health centers, preschool programs, child care centers, before- or after-school programs, or other programs that benefit students and the community.

When it is determined that joint use of facilities is in the best interest of the District and community, the Superintendent or designee shall identify a potential partner agency, institution, or organization. He/she shall involve that partner, appropriate district and school staff, and community members in establishing planning processes, goals and priorities for joint use, locations where programs or facilities are most needed, and protocols for ongoing communication and coordination between the partners.

The Superintendent or designee shall work with the partner agency, institution, or organization to develop a written site-specific joint use agreement that delineates the terms and conditions for joint use of the district or community facilities and the responsibilities of all parties. As appropriate, the agreement may address:

1. The underlying philosophy or reasons for entering into the joint use agreement
2. The specific district or community facilities or grounds that will be made available to the other party and areas that will be restricted
3. Priorities for use of the property
4. Hours that the property will be available for use by the district, the partner, or other parties
5. Projected capital costs, if any, and operating costs
6. Resources to be allocated by the district and the partner
7. Rental or other fees, if any, to be charged to either party or third parties using the facilities
8. Responsibilities for management, scheduling, maintenance, on-site supervision, accounting, and other operations
9. Procedures and timelines for requesting use of the facilities

10. Code of conduct for users of the facilities and consequences for violations of the code
11. Provision for regular inspection and notification of damage, as well as restitution and repair of property
12. Safety and security measures
13. Liability, insurance, and risk management issues
14. Duration of the agreement, process for amending the agreement, and the bases for cancelling or terminating the agreement before the expiration date
15. Process for resolving disputes regarding any aspect of the agreement
16. How any equipment purchased or other investments made through the agreement will be disposed of at the termination of the agreement

The agreement shall be reviewed by legal counsel and approved by the Board.

Legal Reference:

EDUCATION CODE

- 8482-8484.6 After School Education and Safety Program
- 8484.7-8484.9 21st Century Community Learning Centers
- 10900-10914.5 Community recreation programs
- 17051-17052 Joint use
- 17077.40-17077.45 Eligibility for joint use funding
- 17565-17592 Board duties re property maintenance and control
- 35200-35214 Liabilities
- 37220 School holidays; use of facilities when school is closed
- 38130-38138 Civic Center Act, use of school property for public purposes
- 44808 Exemption from liability when students not on school property

BUSINESS AND PROFESSIONS CODE

- 25608 Alcoholic beverages on school premises

GOVERNMENT CODE

- 814-825.6 Liability of public entities and employees
- 830-840.6 Liability; dangerous conditions on property
- 895-895.8 Liability; agreement between public entities
- 989-991.2 Local public entity insurance

UNITED STATES CODE, TITLE 20

- 7171-7176 21st Century Community Learning Centers
- 7905 Equal access to public facilities

Management Resources:

CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, rev. February 2010

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

NATIONAL POLICY AND LEGAL ANALYSIS NETWORK TO PREVENT CHILDHOOD OBESITY PUBLICATIONS

Model California Joint Use Agreements

Liability for Use of School Property After Hours: An Overview of California Law, July 2009

Checklist for Developing Joint Use Agreements, March 2009

PUBLIC HEALTH LAW AND POLICY PUBLICATIONS

Opening School Grounds to the Community After Hours: A Toolkit for Increasing Physical Activity Through Joint Use Agreements, 2010

WEB SITES

CSBA: <http://www.csba.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):
<http://www.californiaprojectlean.org>

Cities Counties and Schools Partnership: <http://www.ccspartnership.org>

Joint Use Statewide Task Force: <http://www.jointuse.org>

National Policy and Legal Analysis Network: <http://www.nplan.org>

Public Health Law and Policy: <http://www.phlpnet.org>

Board of Trustees

February 14, 1963

Reviewed: February 18, 1986

Revised: November 13, 1989

Reviewed: February 1993

Revised: November 2005

A

Revised: TBD

B

Business and Noninstructional Operations

The Board of Trustees believes that the conservation of natural resources and the protection of the environment are connected to the district's educational mission and are essential to the health and well-being of the community. The Superintendent or designee shall develop and/or implement a cost-effective, integrated waste management program that incorporates the principles of green school operations.

The District's program shall include strategies designed to help the District reduce solid and hazardous waste generation, improve efficiency in its use of natural resources, and minimize the impact of such use on the environment. The program shall address all areas of the District's operations, including, but not limited to, procurement, resource utilization, and facilities management practices.

The Superintendent or designee may collaborate with city, county, and state agencies and other public or private agencies in developing and implementing the district's integrated waste management program.

The Superintendent or designee shall make every effort to identify funding opportunities for the district's integrated waste management program including applying for available grants or other cost-reduction incentives.

To the extent that funding permits, the Superintendent or designee shall provide appropriate educational and training opportunities to students and staff regarding the benefits and methods of conserving natural resources and protecting the environment.

The Superintendent or designee shall regularly monitor all aspects of the District's integrated waste management program and shall provide an update to the Board on its effectiveness as necessary.

Legal Reference:**EDUCATION CODE**

8700-8707 Environmental education

17070.96 Leroy F. Greene School Facilities Act of 1996, consideration of high performance standards

17072.35 New construction grants; use for designs and materials for high performance schools

32370-32376 Recycling paper

33541 Environmental education

PUBLIC RESOURCES CODE

25410-25421 Energy conservation assistance

40050-40063 Waste management; integrated waste management

41780 Waste diversion

42620-42622 Source reduction and recycling programs

42630-42647 School site source reduction and recycling
42649-42649.7 Recycling of commercial solid waste

CODE OF REGULATIONS, TITLE 14
17225.12 Commercial solid waste

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Department of Resources Recycling and Recovery:

<http://www.calrecycle.ca.gov/ReduceWaste/Schools>

California Division of State Architect: <http://www.dgs.ca.gov/dsa>

California Energy Commission: <http://www.energy.ca.gov>

California Environmental Protection Agency: <http://www.calepa.ca.gov>

U.S. Environmental Protection Agency: <http://www.epa.gov>

Board of Trustees

Approved: TBD

B

Business and Noninstructional Operations

The Board of Trustees desires to provide a safe school environment that protects students and employees from exposure to any potentially hazardous substances used in the district's educational program and in the maintenance and operation of district facilities and equipment.

Insofar as reasonably possible, the Superintendent or designee shall minimize the quantities of hazardous substances stored and used on school property. When hazardous substances must be used, the Superintendent or designee shall give preference to materials that cause the least risk to people and the environment.

The Superintendent or designee shall ensure that all potentially hazardous substances on district properties are inventoried, used, stored, and regularly disposed of in a safe and legal manner.

The Superintendent or designee shall develop, implement, and maintain a written hazard communication program in accordance with 8 CCR 5194 and shall ensure that employees, students, and others as necessary are fully informed about the properties and potential hazards of substances to which they may be exposed.

The Superintendent or designee shall develop specific measures to ensure the safety of students and staff in school laboratories where hazardous chemicals are used. Such measures shall include the development and implementation of a chemical hygiene plan in accordance with 8 CCR 5191 and instruction to students about proper handling of hazardous substances.

The Superintendent or designee shall not order or purchase for use in grades K-6 any arts and crafts materials containing a substance determined by the California Office of Environmental Health Hazard Assessment to be toxic. The Superintendent or designee shall not purchase any such toxic material for use in grades 7-12 unless it includes a warning label as specified in Education Code 32065 that identifies any toxic ingredients, warns of potential adverse health effects, and describes procedures for safe use and storage. (Education Code 32064)

Legal Reference:

EDUCATION CODE

32060-32066 Toxic art supplies in schools

49340-49341 Hazardous substances education

49401.5 Legislative intent; consultation services

49411 Chemical listing; compounds used in school programs; determination of shelf life; disposal

FOOD AND AGRICULTURAL CODE

12981 Regulations re pesticides and worker safety

HEALTH AND SAFETY CODE

25163 Transportation of hazardous wastes; registration; exemptions; inspection

25500-25520 Hazardous materials release response plans; inventory

108100-108515 California Hazardous Substances Act

LABOR CODE

6360-6363 Hazardous Substances Information and Training Act

6380-6386 List of hazardous substances

CODE OF REGULATIONS, TITLE 8

339 List of hazardous substances

3203 Illness and injury prevention program

3204 Records of employee exposure to toxic or harmful substances

5139-5230 Control of hazardous substances, especially

5154.1-5154.2 Ventilation

5161 Definitions

5162 Emergency eyewash and shower equipment

5163 Control of spills

5164 Storage of hazardous substances

5191 Occupational exposure to hazardous chemicals in laboratories; chemical hygiene plan

5194 Hazard communication

CODE OF REGULATIONS, TITLE 22

67450.40-67450.49 School hazardous waste collection, consolidation, and accumulation facilities

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Science Safety Handbook for California Public Schools, 2012

CALIFORNIA OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT
PUBLICATIONS

Art and Craft Materials in Schools: Guidelines for Purchasing and Safe Use, September 17, 2016

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://cde.ca.gov>

California Office of Environmental Health Hazard Assessment: <http://www.oehha.ca.gov>

Department of Industrial Relations, Cal/OSHA: <http://www.dir.ca.gov/dosh>

Board of Trustees

Approved: December 4, 1989

Revised: February 1993

Revised: TBD

B

Business and Noninstructional Operations

The Superintendent or designee shall inspect school facilities to ensure that they are maintained in good repair. At a minimum, he/she shall assess those facility conditions specified on the facilities inspection tool developed by the Office of Public School Construction, including, but not limited to, the following: (Education Code 17002, 35292.5)

1. Gas Leaks: Gas systems and pipes appear and smell safe, functional, and free of leaks.
2. Mechanical Systems: Heating, ventilation, and air conditioning systems, as applicable, are functional and unobstructed; appear to supply an adequate amount of air to all classrooms, work spaces, and facilities; and maintain interior temperatures within normally acceptable ranges.
3. Windows and Doors: Windows and doors are intact, functional, and open, close, and lock as designed, unless there is a valid reason they should not function as designed.
4. Fences and Gates: Fences and gates are intact, functional, and free of holes and other conditions that could present a safety hazard to students, staff, or others. Locks and other security hardware function as designed.
5. Interior Surfaces (walls, floors, ceilings): Interior surfaces are free of safety hazards from tears, holes, missing floor and ceiling tiles, torn carpet, water damage, or other cause. Ceiling tiles are intact. Surfaces display no evidence of mold or mildew.
6. Hazardous Materials: Hazardous and flammable materials are stored properly. No evidence of peeling, chipping, or cracking paint is apparent. No indicators of mold, mildew, or asbestos exposure are evident. There does not appear to be evidence of hazardous materials that may pose a threat to the health and safety of students or staff.
7. Structures: Posts, beams, supports for portable classrooms and ramps, and other structures appear intact, secure, and functional as designed. Ceilings and floors are not sloping or sagging beyond their intended design. There is no visible evidence of severe cracks, dry rot, mold, or damage that undermines structural components.
8. Fire Safety and Emergency Equipment: Fire sprinklers, fire extinguishers, emergency alarm systems, and all emergency equipment and systems appear to be functioning properly. Fire alarm pull stations are clearly visible. Fire extinguishers are current and placed in all required areas, including every classroom and assembly area. Emergency exits are clearly marked and unobstructed.

9. **Electrical Systems:** Electrical systems, components, and equipment, including switches, junction boxes, panels, wiring, outlets, and light fixtures, are securely enclosed, properly covered and guarded from student access, and appear to be working properly.
10. **Lighting:** Interior and exterior lighting appears to be adequate and working properly. Lights do not flicker, dim, or malfunction, and there is no unusual hum or noise from light fixtures.
11. **Pest/Vermin Infestation:** No visible or odorous indicators of pest or vermin infestation are evident.
12. **Drinking Fountains:** Interior and exterior drinking fountains are functional, accessible, and free of leaks. Drinking water pressure is adequate. Fountain water is clear and without unusual taste or odor, and moss, mold, or excessive staining is not evident.
13. **Restrooms:** Restrooms are fully operational, maintained and cleaned regularly, and stocked at all times with supplies (including toilet paper, soap, and paper towels or functional hand dryers) in accordance with Education Code 35292.5. The school keeps all restrooms open during school hours when students are not in classes and keeps a sufficient number of restrooms open during school hours when students are in classes, except when necessary to temporarily close a restroom for student safety or to repair the facility.

In addition, in a school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, at least 50 percent of the school's restrooms are stocked with feminine hygiene products, for which students are not charged. (Education Code 35292.6; 20 USC 6314)

14. **Sewers:** The sanitary sewer system controls odors as designed, displays no signs of stoppage, backup, or flooding in school facilities or on school grounds, and appears to be functioning properly.
15. **Roofs:** Roofs, gutters, roof drains, and downspouts appear to be functioning properly and are free of visible damage and evidence of disrepair when observed from the ground from inside and outside the building.
16. **Drainage:** School grounds do not exhibit signs of drainage problems, such as visible evidence of flooded areas, eroded soil, water damage to asphalt playgrounds or parking areas, or clogged storm drain inlets.

17. Playground/School Grounds: Playground equipment (exterior fixtures, seating, tables, and equipment), school grounds, fields, walkways, and parking lot surfaces are functional and free of significant cracks, trip hazards, holes, deterioration that affects functionality or safety, and other health and safety hazards.
18. Overall Cleanliness: School grounds, buildings, common areas, and individual rooms appear to have been cleaned regularly and are free of accumulated refuse and unabated graffiti. Restrooms, drinking fountains, and food preparation or serving areas appear to have been cleaned each day that school is in session.

In addition, to ensure the health and safety of students, the Superintendent or designee shall provide for the testing of drinking water on campus and of the soil and painted surfaces of school facilities for the presence of lead and/or other harmful substances, in accordance with state and federal standards.

The Superintendent or designee shall ensure that any necessary repairs or removal of hazards identified during the inspection are made in a timely and expeditious manner.

An assessment of the safety, cleanliness, and adequacy of school facilities, including any needed maintenance to ensure good repair as defined in Education Code 17002, shall be reported on the school accountability report card. (Education Code 33126)

Any complaint alleging a school facility condition that poses an emergency or urgent threat to the health or safety of students or staff, or alleging that a school restroom is not clean, maintained, or kept open, shall be addressed in accordance with AR 1312.4 - Williams Uniform Complaint Procedures.

The Superintendent or designee shall provide the Board with regular reports regarding the district's facility inspection program and updates of any visits to district schools by the County Superintendent of Schools.

Legal Reference:

EDUCATION CODE

1240 County superintendent of schools, duties

17002 Definitions

17070.10-17077.10 Leroy F. Greene School Facilities Act of 1998

17565-17591 Property maintenance and control

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account
33126 School accountability report card
35186 Williams uniform complaint procedure
35292.5-35292.6 School maintenance

HEALTH AND SAFETY CODE

116277 Lead testing in drinking water

CODE OF REGULATIONS, TITLE 2

1859.300-1859.330 Emergency Repair Program

UNITED STATES CODE, TITLE 20

6314 Title I schoolwide program

UNITED STATES CODE, TITLE 42

300f-300j-27 Safe Drinking Water Act

Management Resources:

COALITION OF ADEQUATE SCHOOL HOUSING PUBLICATIONS

Facility Inspection Tool Guidebook, February 2008

**STATE ALLOCATION BOARD, OFFICE OF PUBLIC SCHOOL CONSTRUCTION
PUBLICATIONS**

Facility Inspection Tool: School Facility Conditions Evaluation

WEB SITES

CSBA: <http://www.csba.org>

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education, Williams Case: <http://www.cde.ca.gov/eo/ce/wc/index.asp>

Coalition of Adequate School Housing: <http://www.cashnet.org>

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

U.S. Environmental Protection Agency: <http://www.epa.gov>

Board of Trustees

Approved: TBD

B



Floop Quote

Based on research and built by teachers, Floop is a web platform that helps teachers give meaningful feedback faster and teaches students how to use feedback to learn. Floop works on any internet-connected device (phones, tablets, laptops) to streamline the feedback process and give more agency to students.

Quote Details

Quote No.: 20017

- **Quote Created:** September 16, 2020
- **Quote Expires:** October 16, 2020

Service Length:

- **Start:** October 16, 2020
- **End:** October 15, 2021

2020-21 PILOT PRICING with optional renewal.

Prepared for:

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

Primary Contact: Erik Greenwood, greenwood@auhsd.us

Billing Contact: Erik Greenwood, greenwood@auhsd.us

Product	Description	Sales Price	Discount	Total Price
District-Wide Service	2020-21 PILOT: Unlimited Floop usage for all staff and students in the district.	\$48,675.00	90%	\$4,867.50
Total		\$48,675.00	90%	\$4,867.50

Terms and Conditions

Terms

By signing below, the undersigned agrees to be bound by the Floop Terms of Use ("Terms of Use") which are incorporated by this reference herein. The Terms of Use contain certain terms and conditions not set forth in this Order Form. Floop's rights and responsibilities, and your rights and responsibilities, are as set forth in this Order Form and in the Terms of Use. The Terms of Use follow this Order Form.

Authority

The undersigned represents and warrants that the undersigned has full power and authority to execute this Order Form and to bind the above-referenced school, district, or organization, as the case may be, to the terms of this Order Form and the Terms of Service.



Invoices

At the election of the undersigned, invoices shall be sent on either a monthly or annual basis. Invoices shall be payable within 30 days of the receipt of invoice, and are considered late after that date. Late invoices incur a fee of 1.5% (or the highest rate permitted by law, if less) and Floop services may be disabled after 60 days of non-payment.

Sales Tax

My school, district, or organization is not exempt from my state's sales tax.

Renewal

Floop will automatically send me a quote 1 month before my renewal date with a cap on fee increases of no more than 7% per year. Renewal will be agreed in writing by both parties.

District Representative

Name Jennifer Root, Ed.D.

Signature _____

Date October 16, 2020

PO (optional) _____

Floop Representative

Name Melanie Kong

Signature *Melanie Kong*

Date September 29, 2020

Next Step

Please send the signed quote to Melanie Kong at team@floopedu.com. Within 2 business days of receipt, an invoice will be sent to the billing contact listed above.

Address: Floop Edu, Inc. 712 E Denny Way #501, Seattle, WA 98122

Privacy: Our policy is here: www.floopedu.com/Privacy. If you have a custom Privacy Rider, please send to team@floopedu.com





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Modified for Anaheim Union School District: September 16, 2020

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From time to time, this site may offer its adult users advertisements offered by third parties. Adult users may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between adult users and the advertiser. We assume no liability, obligation or responsibility for any part of any such correspondence or promotion.



12. Email Services

We may make e-mail services available to users of our site, either directly or through a third-party provider. We will not inspect or disclose the contents of private e-mail messages except with the consent of the sender or the recipient, or in the narrowly-defined situations provided under the Electronic Communications Privacy Act, or as otherwise required by law or by court or governmental order. We may employ automated monitoring devices or techniques to protect our users from mass unsolicited mailings (also known as “spam”) and/or other types of electronic communications that we deem inconsistent with our business purposes. However, such devices or techniques are not perfect, and we will not be responsible for any legitimate communication that is blocked, or for any unsolicited communication that is not blocked. Mailboxes may have a limited storage capacity. If you exceed the maximum permitted storage space, we may employ automated devices that delete or block e-mail messages that exceed the limit. We will not be responsible for such deleted or blocked messages.

13. Use of Site and Storage of Material Subject to the Terms of our Privacy Policy

You acknowledge that we may establish general practices and limits concerning use of the services available on our site, including without limitation the maximum number of days that uploaded content will be retained on the site, the maximum disk space that will be allotted on our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the services in a given period of time. You agree that we have no responsibility or liability for the deletion or failure to store any content maintained or transmitted on or through this site. You acknowledge that we reserve the right to log off accounts which have not paid a subscription fee that are inactive for an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice. We provide storage space and access for material through our site. For purposes of these Terms of Use, “material” refers to all forms of communication that we may allow, including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. You may not use this site to publish material that we determine, at our sole discretion, to be unlawful, indecent, or objectionable, or which violates the restrictions described in “Your Conduct on the Site” above. We will not routinely monitor the contents of your online portfolio. You are solely responsible for any information contained in your online portfolios. However, if complaints are received regarding language, content, or graphics contained in your online portfolio, we may, at our sole discretion, remove the images hosted on our servers and terminate your Web hosting service. We may also suspend the account, restrict access to it, or remove content from it if necessary or appropriate. The accounts of our users operate on shared resources. Excessive use or abuse of these shared network resources by one user may have a negative impact on all other users. Misuse of network resources in a manner that impairs network performance, including excessive consumption of CPU time, memory, disk space, and session time, is prohibited and may result in termination of your account or limitation of your activities. This site is not designed or intended to be used as a disaster recovery facility or as an emergency data storage facility. Although we take reasonable precautions to preserve and protect the material you upload to the site, you should not rely on the site as your only storage facility. You should preserve backup copies of any digital data, information or other materials that you have uploaded. You agree not to hold us for any damage to, any deletion of or any failure to store your files, data or Registration Data.



14. Security and Password

You are solely responsible for maintaining the confidentiality of your password and account and for any and all statements made and acts or omissions that occur through the use of your password and account, including any mail sent and any charges incurred. Therefore, you must take steps to ensure that others do not gain access to your password and account. You may not transfer or share your account with anyone, and we reserve the right to immediately terminate your account in the event of any unauthorized transfer or sharing thereof.

15. Export Controls Software

Available on or through this site is subject to United States Export Controls. No software from this site may be downloaded or exported (a) into (or to a resident of) Iran, North Korea, Syria, Sudan, Cuba, Venezuela, or any other country which the United States has embargoed goods; or (b) anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By downloading or using the software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

16. International Use

Although this site may be accessible worldwide, we make no representation that materials on this site are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this site is void where prohibited.

17. Termination of Use

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Sections 1, 3, 5–11, 14, and 18–20 of these Terms of Use, as well as your liability for any unpaid fees, shall survive any termination.



18. Governing Law

Each user of this site and hereby submits to the exclusive personal jurisdiction and venue of the Superior Court of the State of California for Orange County and the United States, with respect to any and all matters arising from or relating to this agreement. The substantive law of the State of California shall govern any and all such disputes.

19. Notices

All notices to a party shall be in writing and shall be made either via e-mail or conventional mail. Notices to us must be sent to:

712 E Denny Way #501

Seattle, WA 98122

(832) 867-9546

team@floopedu.com

Notices to you may be sent either to the email address supplied for your account or to the address supplied by you as part of your Registration Data. In addition, we may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you.

Any notices or communication under these Terms of Use will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (3) five business days after the mailing date, if sent by US mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile; or (5) on the delivery date if transmitted by confirmed e-mail.

20. Entire Agreement

These terms and conditions, together with and subject to the Privacy Policy that follow constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. To the extent that there are (or may be interpreted to exist) any conflicts between these Terms and Conditions and the Privacy Policy that follow, the Privacy Policy will control. These Terms of Use may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

21. Miscellaneous

You may not assign your rights and obligations under these Terms of Use to any third party, and any purported attempt to do so shall be null and void. We may free assign our rights and obligations under these Terms of Use.



You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this site, or use of or access to this site. In addition to any excuse provided by applicable law, we shall be excused from liability for nondelivery or delay in delivery of products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

SPENCER FOUNDATION

625 North Michigan Avenue
Suite 1600, Chicago, IL 60611
T 312 337 7000

spencer.org

August 19, 2020

Mr. Charles Kissel
CSU Fullerton Auxiliary Services Corporation
1121 N. State College Blvd.
Fullerton, CA 92831-3014

Dear Mr. Kissel:

We are pleased to inform you that the Spencer Foundation has awarded a grant for the proposal detailed below. This award is made with the understanding that the Grantee (CSU Fullerton Auxiliary Services Corporation) will be responsible for the expenditure of all grant funds.

Grantee Organization:	CSU Fullerton Auxiliary Services Corporation
Principal Investigator(s):	Alison G Dover, Renae Lynn Bryant, Fernando Rodriguez-Valls
Project Title:	Project LEARN: Language, Equity, and Action Research with Newcomer Students
Grant Amount:	\$399,996.00
Spencer Reference #:	202100069

This letter outlines the terms and conditions of the grant. Please read it carefully and contact us if you have any questions.

- The grant period for this award will start on January 1, 2021 and end on December 31, 2023. Payment of the grant will be issued as follows, once all required signatures are received:

Payment Amount	Payment Scheduled
\$98,323.00	January 2021
\$142,103.00	January 2022

\$159,570.00	January 2023
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- The Spencer Foundation requires annual financial reports from the Grantee which detail the expenditure of grant funds against the approved budget. Variances to the project budget of more than 20% of the grant total should receive prior written approval from the Spencer Foundation. Grant funds in excess of \$250 remaining at the end of the grant period must be returned to the Foundation. Financial reports must be submitted through Spencer’s online portal; detailed instructions will be sent to the financial officer one month ahead of the due date(s) listed below:

Requirement	Reporting Period	Report Due Date
Financial Report	January 1, 2021 - December 31, 2021	February 28, 2022
Financial Report	January 1, 2022 - December 31, 2022	February 28, 2023
Financial Report	January 1, 2023 - December 31, 2023	February 29, 2024

- The Principal Investigator (PI) is required to provide the Spencer Foundation with annual narrative reports on the activity of the grant. Any significant changes to the project activity should be discussed with and approved by the Spencer Foundation. Guidelines for preparing and submitting narrative reports can be found at www.spencer.org and will be due as follows:

Requirement	Report Due Date
Interim Narrative Report	December 31, 2021
Interim Narrative Report	December 31, 2022
Final Narrative Report	December 31, 2023

- Grant funds must be used exclusively for the tax-exempt purposes described in the proposal and are not to be used for any purpose prohibited by United States law, including the use of funds to lobby, issue propaganda or otherwise to influence legislation, or to influence the outcome of a public election, as set out in the Internal Revenue Code. No part of the grant funds should be paid to any Spencer Foundation employee or official for any purpose.
- In the event that Institutional Review Board (IRB) approval is needed for this project, the Grantee will be responsible for obtaining, and will obtain, IRB review and approval in accordance with the Grantee’s institutional policies and applicable law.
- The Grantee will hold the Spencer Foundation harmless from any claims, causes of action, damages, costs and expenses of whatever nature, arising out of or in connection with, the grantee’s negligence in the use of the grant funds.
- The Grantee and PI(s) should review the Spencer Foundation’s Intellectual Property Rights Policy and Agreement (attached). By signing this award agreement, the Grantee is also accepting the terms of the Foundation’s Intellectual Property Rights Agreement.

We ask that an authorized official from the Grantee Organization review this agreement, sign in the space below, and submit this letter, indicating the acceptance of the terms of the grant as listed above. Upon submission of this signed award letter and the required acknowledgement(s) from the PI(s), payment of the grant will be issued as scheduled.

We are very pleased to be able to assist in the support of this grant. If you have any questions or concerns, please contact awards@spencer.org.

Sincerely,

Megan Bang
Senior Vice President
Spencer Foundation

Elizabeth Carrick
Vice President, Administration
Spencer Foundation

Charles D. Kissel
Executive Director
CSU Fullerton Auxiliary Services *CORPORATION*

cc: Framroze Virjee, Ingrid Thompson, Alison Dover, Renae Bryant, Fernando Rodriguez-Valls

Enclosure: Spencer Foundation Intellectual Property Rights Policy

Intellectual Property Rights Policy

The Spencer Foundation seeks both to support and disseminate exemplary research about education, broadly conceived. To enhance the Foundation's capacity to disseminate the research it supports, our staff has been developing the Spencer Foundation web site (www.spencer.org). We now plan to post more examples of outstanding research in the form of article abstracts, book chapters, and report summaries, along with links to authors' personal web pages, publishers, and other distributors of research. In this way, we hope to help our grantees reach broader audiences and become even more effective at bringing their work to the attention of other scholars, policy makers, and practitioners. Eventually, we hope that the Spencer Foundation web site will be a valuable research tool for all those interested in education.

To facilitate this effort, Spencer now asks its grantees and their sponsoring institutions to accept the terms of the Agreement when signing the Grant Award Letter. This policy protects a grantee's rights to their works generated with Spencer Foundation funds, and guarantees the Foundation's rights to disseminate works that we support. It also guarantees the Foundation's right to publish excerpts of up to 15% of a particular work that results from its grants and with permission, complete works of Spencer supported authors. We work closely with our grantees to implement this policy, which we hope will enrich the education research community generally and directly assist the scholars we support.

Intellectual Property Rights Agreement

Intellectual property rights in all works of authorship, data, inventions, and trade secrets ("Intellectual Property") created or developed by grantees and investigators using Spencer Foundation resources shall be owned by the grantee and/or investigator, as they may determine between themselves.

Grantees and investigators shall make all appropriate efforts to disclose, publish and distribute the Intellectual Property to the public and the scholarly community in a manner consistent with the mission and purpose of the Foundation to foster the dissemination of educational research. Notwithstanding the foregoing, personally identifiable data and information shall be kept confidential.

The Foundation reserves the right to review and comment, and in cases where necessary disassociate from the Intellectual Property, in advance of any commercial exploitation of the Intellectual Property by any grantee or investigator, other than publication of works of authorship by commercial publishers.

With respect to works of authorship, grantees and investigators, to the extent the grantee and investigator are legally able to, shall grant to the Spencer Foundation, a non-exclusive, perpetual, worldwide royalty-free license to use excerpts from such works in both conventional and electronic media for furthering the Foundation's mission. No such excerpt shall exceed 15% of the total length of the work from which it is taken without the prior written consent of the copyright owner. With respect to the licenses granted above, the Spencer Foundation shall consult with the principal investigator prior to using and/or excerpting the works.



**UNIVERSITY
OF
CALIFORNIA**

SALES AND SERVICES AGREEMENT #UCI-2021BC-022

This Sales and Services Agreement (this “Agreement”), dated 9/28/2020 (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 504 N. Crescent Way, Anaheim CA 92801.

In consideration of the mutual agreements in this Agreement, the parties agree to the following:

Section 1 – Term and Termination.

1.1. Term

The Term of this Agreement shall be the period set forth in the Statement of Work, which is attached hereto as Exhibit A and incorporated herein by reference (hereinafter, “Exhibit A”).

1.2. Termination for Convenience.

Either party may terminate this Agreement for any reason upon thirty (30) days’ written notice. When this Agreement is terminated for convenience under this provision, Client shall pay University the pro rata fees for the Services through the date the notice of termination was effective, and all costs and any non-cancelable obligations incurred by University up to and including the date of termination.

1.3. Termination for Cause.

Either party may terminate this Agreement upon the material breach of this Agreement by the other party, by giving the other party thirty (30) days’ prior written notice specifying the breach and expressing its intent to terminate. If such breach is not cured by the breaching party within thirty (30) days of receipt of the notice, this Agreement may be immediately terminated at the option of the non-breaching party upon written notice to the breaching party. If Client is more than thirty (30) days delinquent in any payment due under this Agreement, such delinquency shall constitute a “material breach” of this Agreement for the purposes of this provision.

Section 2 – Statement of Work.

2.1. Services.

University shall perform the services set forth in Exhibit A (the “Services”).

2.2. Ownership/License of Deliverables.

Client shall own the Deliverables (as defined in Exhibit A) upon payment in full to University for the Services; provided, however, that University reserves and retains an irrevocable, fully-paid, worldwide right to use the Deliverables for educational and/or research purposes. Notwithstanding the foregoing, University does not transfer, and hereby retains and reserves, all rights in Background Intellectual Property (as defined below). Furthermore, any and all improvements in University’s Background Intellectual Property, which are conceived or reduced to practice by University during the course of the Services, shall remain the sole property of University.

“Background Intellectual Property” shall mean all intellectual property, including without limitation, technical information, know-how, copyrights, trademarks, patents and trade secrets, ideas, thoughts, concepts, processes, techniques, data, models, drawings inventions and software, that is or was conceived, created or developed prior to, or independent of, the Services.

Client shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys’ fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that Client’s furnishing or supplying University with parts, goods, components, programs, practices, methods or other property under this Agreement (collectively, “Client Materials”) or University’s use of Client Materials constitutes an

infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. University retains the right to participate in the defense against any such suit or action, and Client shall not settle any such suit or action without University's consent.

2.3. Client Responsibilities.

Client shall provide to University Information/Materials listed in Exhibit A, if any, in a timely and secure manner so as to allow University to perform the Services.

2.4. No Liability for Delay.

University offers priority to its faculty, researchers and students for the use of University facilities and services. Accordingly, University shall not be responsible for any delay caused by University faculty, researchers and students having priority in the use of University facilities and services, and Client's exclusive remedy for University's delay or failure to perform any of its obligations hereunder shall be limited to a refund of any unallocated/unexpended funds paid by Client to University under this Agreement.

2.5. Shipment and Delivery.

Client shall be responsible for the cost of shipping all Deliverables specified herein (including, without limitation, costs of insurance and other related costs). Shipments shall be sent FOB (Client or University, as applicable). University, at its option, may not tender delivery of any Deliverables for which Client has not provided shipping instructions, payment and other required information. If Client postpones or delays delivery of Deliverables for any reason (for example, if Client requests a delay in delivery), Client agrees to reimburse University for any and all storage costs and other additional expenses resulting therefrom.

Unless otherwise stipulated herein, for all shipments of Deliverables, legal title shall pass from University to Client upon University's delivery to the carrier at the shipping point, at which time Client shall take possession of the Deliverables, bearing all risk of loss, paying all insurance, storage and transportation expenses and acting as the importer of record (if applicable).

Any claims for shortages of or damages to Deliverables suffered in transit are the responsibility of Client and shall be submitted by Client directly to the carrier. Client shall identify any shortages or damages at the time of delivery; claims of shortages or damages after the date of delivery are hereby waived.

Section 3 – Fees and Payment Schedule.

3.1 Fees, Schedule and Invoicing.

Client shall pay University for the Services in accordance with the Fees and Payment Schedule set forth in Exhibit A. Client shall pay University within thirty (30) days of the date on the applicable invoice. University shall submit all invoices to Client at the Invoicing Address specified in Exhibit A.

3.2 Service Charge.

Client agrees to pay University a one-percent (1%) service charge per month for any payments that are not made within thirty (30) days.

3.3 Form of Payment.

All payments from Client to University shall be made payable to "The Regents of the University of California" in a form specified in Exhibit A.

Section 4 – Insurance.

4.1 Client Insurance.

Client shall provide proof of insurance, endorsing The Regents of the University of California as additional insured, showing amounts of coverage set forth below. If the insurance is written on a claims-made form, it shall continue for a period of three years following termination of this Agreement. Coverage required herein shall not in any way limit the liability of either party.

Commercial Form General Liability Insurance (contractual liability included):

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

Workers Compensation as required by law.

4.2 University Insurance.

During the term of this Agreement, University shall keep and maintain self-insurance with minimum limits as follows:

Commercial Form General Liability Insurance:

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

Workers Compensation as required by law.

Section 5 – Indemnification.

Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury (including death) or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees or agents. The party seeking indemnification agrees to provide the other party with prompt notice of any such claim or action and to permit the indemnifying party to defend any claim or action, and to cooperate fully in such defense. The indemnifying party shall not settle or consent to the entry of any judgement in any action, suit or proceeding without the consent of the indemnified party, and such consent to any settlement, which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 6 –Disclaimer of Warranty and Limitation of Liability.

UNIVERSITY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE SERVICES, THE DELIVERABLES, OR THE RESULTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CLIENT ACKNOWLEDGES THAT THE SERVICES, THE DELIVERABLES, AND THE RESULTS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. CLIENT FURTHER ACKNOWLEDGES THAT IT USES SUCH SERVICES, DELIVERABLES, AND RESULTS AT ITS OWN RISK. UNIVERSITY SHALL BEAR NO RESPONSIBILITY FOR THE SUCCESS OR FAILURE OF THE SERVICES OR DELIVERABLES.

UNIVERSITY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. UNIVERSITY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE FEES RECEIVED BY UNIVERSITY FROM CLIENT PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING CLIENT'S CLAIM. CLIENT EXPRESSLY ACKNOWLEDGES THAT UNIVERSITY SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS OF PROPERTY, MATERIALS, DATA, OR INFORMATION THAT CLIENT PROVIDES TO UNIVERSITY UNDER THIS AGREEMENT.

Section 7 – University Name and Trademarks.

Client agrees that it will not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks (including, but not limited to, logo, seal, landmarks, acronyms, campus department names, and graphic images) of the University ("University Marks") in a commercial context, such as may appear

on products, in media (including websites) and print advertisement, without the prior written consent of University's authorized representative. This provision is in compliance 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 Contact (listed on Exhibit A) with written notification 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.

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:

- A. An investment worth \$2,000 or more in Client or its affiliate;

- B. A position as director, officer, partner, trustee, employee or manager of Client or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Client or its affiliate; or
- D. A personal financial benefit from this Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Client shall provide written notice to UC within thirty (30) days after such change, noting such changes. Client shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to Client.

Section 15 – Assignment.

Except for University's ability to assign any payment due hereunder, neither party may assign this Agreement without the prior written consent of the other party. In case such consent is given, the assignee shall agree, in writing, to be subject to all of the terms of this Agreement that are applicable to the assignor.

Section 16 – Severability.

If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

Section 17 – Non-Waiver.

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.

Section 18 – Survival.

Provisions of this Agreement, which by their express terms, or by necessary implication, apply for period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.

Section 19 – Amendments.

Any changes, additions or other amendments to this Agreement must be made in a writing, signed by the authorized representatives of Client and University.

Section 20 – Governing Law and Venue.

California law shall control this Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the University campus is located or, where this Agreement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

Section 21 – Signatures and Counterparts.

This Agreement may be executed in two or more counterparts, which may be transmitted via facsimile or electronically, each of which shall be deemed an original and all of which together shall constitute one instrument.

Section 22 – Entire Agreement/Integration.

This Agreement, including Exhibit A, which is hereby incorporated by reference and made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in Client's purchase order, and any NDA or separate scope of work or similar document, shall have no force and effect.

Section 23 - Authority of Parties/Signatories.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Each party represents and warrants to the other that the execution of this Agreement and the performance of such party’s obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA ON BEHALF OF THE
UNIVERSITY OF CALIFORNIA, IRVINE (“University”)**

Client: ANAHEIM UNION HIGH SCHOOL DISTRICT

Stephanie Reyes-Tuccio 10/7/20

(UC Irvine Department Approval) Date
Name: Stephanie Reyes-Tuccio, Ph.D.
Title: Assistant Vice Chancellor, Educational Partnerships

Signature Date
Name:
Title:
Tax ID #:

Signature Date
Name: Snehal Bhatt
Title: Chief Procurement Office, Procurement Services

SMOKE AND TOBACCO-FREE ENVIRONMENT: The University of California is committed to a healthy campus and workplace culture and environment. Effective January 2, 2014, the University of California is a Smoke and Tobacco-Free environment. Smoking and the use of smokeless tobacco products (e.g. e-cigarettes and other unregulated nicotine products) is strictly prohibited on all University of California-controlled properties, owned or leased and regardless of location. For more information please see: <http://www.policies.uci.edu/policies/pols/903-14.html>.

EXHIBIT A – STATEMENT OF WORK**I. PARTIES****CLIENT**

Full Legal Name: Anaheim Union High School District

Address (principal place of business): 501 N. Crescent Way, Anaheim CA 92801

Phone Number: 714-999-3511

Client Contact: Carlos Hernandez, Director, Curriculum and Instruction

Invoice Remittance Address/Instructions: 501 N. Crescent Way, Anaheim CA 92801

NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE): N/A

UNIVERSITY

Name (of Campus/Department): UCI Science Project

Address: 120 Theory Suite 150, Irvine CA 92697-2505

Phone Number: 949-824-6593

University Contact: Kelley Le, Director, UCI Science Project

Additional Payee Information (if applicable): Central Cashier, 228 Aldrich Hall, Irvine CA 92697-1975

NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE): N/A

II. TERM OF AGREEMENT

This Agreement begins on September 28, 2020 and ends on June 1, 2022, unless terminated earlier by either of the parties pursuant to this Agreement (the “Term”).

III. STATEMENT OF WORK

Services:	Services are outlined as per Appendix A, attached hereto and made part of the agreement.
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):	\$102,767.50
Payment Schedule:	Invoice client at end of services.
Terms of Payment:	Net 30
Limitations of Charges (if any):	N/A
Invoicing Address:	Central Cashier, 228 Aldrich Hall, Irvine, CA 92697-1975
Form of Payment:	Please make checks payable to: UC Irvine – UC Regents <i>All payments must reference the agreement number #UCI-2021BC-022.</i>

UCI Science Project

AUHSD NGSS PD Proposal October 2020-June 2022 – Alternative Education Specific

To further the preparation of AUHSD teachers to successfully implement the next generation science standards, the UC Irvine Science Project (UCISP) will partner with the district to provide professional development and other services for teachers to understand the framework and research-based strategies to teach science successfully for NGSS. The official Sales and Service Agreement provided by UCI will include a “not to exceed” clause to ensure that any service not provided below will not require payment from the district.

Product/Service	Itemized Cost	Total Cost
<p>Provide the NGSS Certification Program (Tier 1) to Ms. Callaway’s science teachers.</p> <p>Teachers will develop a deeper understanding of the pedagogical and paradigm shifts needed for NGSS. This program will support secondary science teachers and leaders in learning about and implementing the Next Generation Science Standards (NGSS). Teachers will develop an understanding of how students learn to deconstruct the NGSS. They will also center instruction around sense-making to align to the next-gen science standards. Lastly, teachers will leverage the NGSS to support every student as equity centered educators.</p> <p><i>*Teachers can participate in the NCP (Tier I), either after school or during asynchronous days.</i></p> <p><i>*Teachers can participate anytime in the 2020-2021 school year.</i></p>	<p>\$85 per teacher to receive up to 12 hours of PD on NGSS.</p> <p><i>*UCISP will cover 50% of the cost for this program using a state grant.</i></p> <p>\$85 x 10 = \$850 <i>(Assuming 10 total teachers teaching science content. Please modify when the exact number is known.)</i></p>	\$425
<p>Provide Foundational NGSS PD to Select Alt. Ed. Science Teachers.</p> <p>Teachers will develop foundational knowledge of the NGSS framework and three-dimensional learning. These teachers might not have strong</p>	<p>Cost includes 1 instructor with max of 30 teachers.</p> <p>\$1,000 per half day x 3 days</p>	\$3000

<p>science backgrounds or exposure to NGSS in the past, so this program will provide the support needed to deconstructing the framework. Upon completion, the teachers can attend the NGSS Certification Program (Tier 1) during the 2020-2021 school year. It is recommended to have 3 sessions total (as scheduled with the administrator or TOSA). Each session will be 2 hours in length with 1 hour allotted for support after each session from UCISP.</p> <p><i>*Three sessions will be offered online by a UCISP program facilitator on three select days identified by the administrator or TOSA. All materials will be accessible to district teachers and the TOSA for additional offerings.</i></p>		
<p>Provide 3 total half days (3 hours) of academic year Next Generation Science PD for Alternative Education teachers teaching science content. Teachers to attend a half day NGSS PD (possibly either Tuesday or Thursday) once every 10 weeks (beginning 10 weeks from completion of the NGSS Certification Program) to support classroom implementation of lessons from the NGSS Certification Program. The beginning PD will continue to support teachers in developing a deeper understanding of the pedagogical and paradigm shifts needed for NGSS. The PD will focus on where the teachers are in their shifts to better align to NGSS given their specific needs for Gilbert, Polaris, and independent study. There will also be time to support lesson refinement as a group with the facilitator to support classroom instruction of the modified NGSS curriculum. The TOSA will co-facilitate these sessions with the presenter.</p> <p><i>*The 3 hours can be broken up to include time during and after the school day in the same day to provide reflection and implementation support.</i></p> <p><i>*When the Course Lead Model is in place, individuals can work in small break out groups facilitated by their course leads.</i></p>	<p>Cost includes 1 instructor with max of 30 teachers.</p> <p>\$1,000 per half day x 3 days</p>	<p>\$3,000</p>

<p>Provide 4 total days of modified lesson studies (online or in-person) to alternative education teachers and sites. Each day will focus on a lesson aligned to NGSS in a common subject area/content, with one of the following formats:</p> <ul style="list-style-type: none"> A) One site hosting and teachers from other sites invited to join. B) Four content level teachers attending together. C) Four subject level teachers attending together that need pedagogical support aligned to NGSS practices. <p>Teachers will have sub coverage for the day provided by the district. The day begins with all the teachers reviewing the lesson they have co-constructed with the facilitator’s support. One teacher will teach the lesson to a class of students, the team debriefs and enhances the lesson to align to NGSS, then the other teachers co-teach modified versions of the lesson to the next class of students. The facilitator may also teach or co-teach the lesson so the team can observe the modified lesson. The team will debrief with the facilitator after each lesson study and consider feedback for the reteach.</p>	<p>\$2,000/per facilitator per day Max of 4 teachers in a group per day.</p> <p>\$2,000 per day x 4 days</p>	<p>\$ 8,000</p>
<p>Review course curricula for alternative education courses for NGSS alignment and levels of coherence within the course and across courses. Starting with courses determined by the administrator or teachers of greatest need, the reviewer will check for NGSS alignment of the content and summative assessments, strength of phenomena, opportunities for student sense-making developing, potential pedagogical practices to consider, and storylines for three-dimensional learning and mastery of identified performance expectations. The reviewer will provide feedback to the science team to consider as they review the curricula for any modifications needed to strengthen the coherence of the storyline. After the teaching team and TOSA has reviewed all the feedback and created modifications, the</p>	<p>\$1,500 per course (This includes the initial review, feedback, and final review once the teaching team and TOSA has made any modifications based on the feedback).</p> <p>\$1500 x 6 = \$9000</p> <p>Prioritizing courses of high needs first by NGSS instructional</p>	<p>\$9000</p>

<p>reviewer will look at it one last time to check for NGSS alignment and coherence and provide additional feedback to consider if applicable. <i>*This review can also be of district adopted materials that need to be modified for alternative education purposes aligned to NGSS instructional segments used districtwide.</i></p>	<p>segments that are used districtwide.</p> <ul style="list-style-type: none"> - The Living Earth (modified) - Chemistry in the Earth (modified) - Physics in the Universe (modified) 	
<p>Facilitation and Development Support of the Course Lead Model at AUHSD. The site or district will compensate teachers for a limited number of hours to be the site course lead (This may look different at AUHSD, but it is typically 1 pull out day per month and around 5 hours/month to complete development of curriculum or assessments). Ideally, each course will have one teacher serving as the course lead to help develop and strengthen district coherence and implementation of NGSS aligned materials.</p> <ul style="list-style-type: none"> - 1 Grade 7 (if applicable) - 1 Grade 8 (if applicable) - 1 Biology (The Living Earth) - 1 Chemistry (Chemistry in the Earth System) - 1 Physics (Physics of the Universe) <p>The course leads meet monthly (online or in-person when safe) to discuss upcoming NGSS instructional units and review feedback and data from site teachers. These teachers serve as a liaison for the TOSA and district. It is highly recommended that the teachers meet by subject or content areas only to have more productive conversations around implementing NGSS for their specific subject areas/grade levels (i.e., all 7th grade teachers meet together with the facilitator and TOSA on one day, all 8th grade teachers meet together with the facilitator and TOSA on another day, etc.).</p>	<p>\$2,000/per facilitator per day Max of 20 teachers in a group per day.</p> <p>\$2,000 per day x 7 days</p> <p>(Recruitment might be more attractive for the course lead position when things settle down in October. First course lead meeting in November to begin the collaborative site partnership work and ending in May).</p>	<p>\$14,000 (This is a repeated line item for district-wide services since it is a support for all course leads across the district including alternative education teachers). <i>*Cost reflected on districtwide proposal.</i></p>

<p>Provide 1 day of Summer 2021 PD (online or in-person) to support curriculum development, refinement, and modifications for the following school year. Teachers will receive on-going support through this full day PD to plan and modify instructional segments for the following school year with the program facilitator. Time will be spent on refining teaching curricula and assessments widely used in the district but modified to meet the needs of alternative education courses.</p>	<p>\$2,000/per facilitator per day \$2,000 per day x 1 days</p>	<p>\$ 2,000</p>
<p>Total Direct Costs</p>		<p>\$25,425</p>
<p>Center for Educational Partnerships 10% Overhead Costs</p>		<p>\$2,542.50</p>
<p>Total Costs</p>		<p>\$27,967.50</p>

UCI Science Project

AUHSD NGSS PD Proposal October 2020 - June 2022 – Districtwide Services

To further the preparation of AUHSD teachers to successfully implement the next generation science standards, the UC Irvine Science Project (UCISP) will partner with the district to provide professional development and other services for teachers to understand the framework and research-based strategies to teach science successfully for NGSS. The official Sales and Service Agreement provided by UCI will include a “not to exceed” clause to ensure that any service not provided below will not require payment from the district.

Product/Service	Itemized Cost	Total Cost
<p>Provide the NGSS Certification Program (Tier 1) to AUHSD science teachers (It is recommended that special education science teachers attend as well). Teachers will develop a deeper understanding of the pedagogical and paradigm shifts needed for NGSS. This program will support secondary science teachers and leaders in learning about and implementing the Next Generation Science Standards (NGSS). Teachers will develop an understanding of how students learn to deconstruct the NGSS. They will also center instruction around sense-making to align to the next-gen science standards. Lastly, teachers will leverage the NGSS to support every student as equity centered educators. <i>*Teachers can participate in the NCP (Tier I), either after school or during asynchronous days.</i> <i>*Teachers can participate anytime in the 2020-2021 school year.</i></p>	<p>\$85 per teacher to receive up to 12 hours of PD on NGSS. <i>*UCISP will cover 50% of the cost for this program using a state grant.</i> \$85 x 200 = \$17,000 <i>(Assuming 200 gen. ed. and science special education teachers. Please modify when the exact number is known.)</i></p>	<p>\$8,500</p>
<p>Provide 3 total half days (3 hours) of academic year Next Generation Science PD for Grades 9-12 teachers. Teachers to attend a half day NGSS PD (possibly Tuesday or Thursday during the</p>	<p>Cost includes 1 facilitator with max of 30 teachers.</p>	<p>\$3,000</p>

<p>school day online) once every 10 weeks (beginning 10 weeks from completion of the NGSS Certification Program) to support classroom implementation of lessons from the NGSS Certification Program. The beginning PD will continue to support teachers in developing a deeper understanding of the pedagogical and paradigm shifts needed for NGSS. The PD will focus on where the teachers are in their shifts to better align to NGSS given their specific site needs. There will also be time to support lesson refinement as a group with the facilitator to support classroom instruction of the modified NGSS curriculum. The TOSA will co-facilitate these sessions with the presenter.</p> <p><i>*The 3 hours can be broken up to include time during and after the school day in the same day to provide reflection and implementation support.</i></p> <p><i>*When the Course Lead Model is in place, individuals can work in small break out groups facilitated by their course leads.</i></p>	<p>\$1,000 per half day x 3 days</p>	
<p>Provide 3 total half days (3 hours) of academic year Next Generation Science PD for Grades 7-8 teachers. Teachers to attend a half day NGSS PD (possibly Tuesday or Thursday during the school day online) once every 10 weeks (beginning 10 weeks from completion of the NGSS Certification Program) to support classroom implementation of lessons from the NGSS Certification Program. The beginning PD will continue to support teachers in developing a deeper understanding of the pedagogical and paradigm shifts needed for NGSS. The PD will focus on where the teachers are in their shifts to better align to NGSS given their specific site needs. There will also be time to support lesson refinement as a group with the facilitator to support classroom instruction of the modified NGSS curriculum. The TOSA will co-facilitate these sessions with the presenter.</p>	<p>Cost includes 1 facilitator with max of 30 teachers.</p> <p>\$1,000 per half day x 3 days</p>	<p>\$3,000</p>

<p><i>*The 3 hours can be broken up to include time during and after the school day in the same day to provide reflection and implementation support.</i></p> <p><i>*When the Course Lead Model is in place, individuals can work in small break out groups facilitated by their course leads.</i></p>		
<p>Provide 10 total days of modified lesson studies (online or in-person) to grade level or content area teachers and sites.</p> <p>Each day will focus on a lesson aligned to NGSS in a common subject area/content, with one of the following formats:</p> <p>A) One site hosting and three teachers from other sites invited to join.</p> <p>B) Four content level teachers attending together at the same site.</p> <p>Teachers will have sub coverage for the day provided by the district. The day begins with all the teachers reviewing the lesson they have co-constructed with the facilitator's support. One teacher will teach the lesson to a class of students, the team debriefs and enhances the lesson to align to NGSS, then the other teachers co-teach modified versions of the lesson to the next class of students. The facilitator may also teach or co-teach the lesson so the team can observe the modified lesson. The team will debrief with the facilitator after each lesson study and consider feedback for the reteach.</p> <p><i>*Lesson study days may roll into the 2021-2022 school year if not all are used prior to October 2021 due to COVID-19.</i></p>	<p>\$2,000/per facilitator per day Max of 4 teachers in a group per day.</p> <p>\$2,000 per day x 10 days</p> <p><i>Grade 7 – 2 days (8 teachers total)</i> <i>Grade 8 – 2 days (8 teachers total)</i> <i>The Living Earth – 2 days (8 teachers total)</i> <i>Chemistry in the Earth – 2 days (8 teachers total)</i> <i>Physics of the Universe – 2 days (8 teachers total)</i></p> <p>*TOSA needs to work on scheduling with lesson study teams and coordinate with UCISP to secure dates.</p>	<p>\$ 20,000</p>
<p>Review course curricula for Grades 7, 8, The Living Earth, Chemistry in the Earth, and Physics in the Universe courses for NGSS alignment and levels of coherence within the course and across courses. Starting with courses determined by the administrator</p>	<p>\$1,500 per course (This includes the initial review, feedback, and final review once the teaching team and TOSA has made any</p>	<p>\$7,500</p>

<p>or teachers of greatest need, the reviewer will check for NGSS alignment of the content and summative assessments, strength of phenomena, opportunities for student sense-making developing, potential pedagogical practices to consider, and storylines for three-dimensional learning and mastery of identified performance expectations. The reviewer will provide feedback to the science team to consider as they review the curricula for any modifications needed to strengthen the coherence of the storyline. After the science team and TOSA have reviewed all the feedback and created modifications, the reviewer will look at it one last time to check for NGSS alignment and coherence and provide additional feedback to consider if applicable. <i>*This review can also be of district adopted materials that need to be modified for alternative education purposes aligned to NGSS instructional segments used districtwide.</i></p>	<p>modifications based on the feedback).</p> <p>\$1500 x 5 = \$7500</p> <p>Prioritizing courses of high needs first by NGSS instructional segments that are used districtwide.</p>	
<p>Facilitation and Development Support of the Course Lead Program Model at AUHSD. The site or district will compensate teachers for a limited number of hours to be the site course lead (This may look different at AUHSD, but it is typically 1 pull out day per month and around 5 hours/month to complete development of curriculum or assessments). Ideally, each course will have one teacher serving as the course lead to help develop and strengthen district coherence and implementation of NGSS aligned materials.</p> <ul style="list-style-type: none"> - 1 Grade 7 (if applicable) - 1 Grade 8 (if applicable) - 1 Biology (The Living Earth) - 1 Chemistry (Chemistry in the Earth System) - 1 Physics (Physics of the Universe) <p>The course leads meet monthly (online or in-person when safe) to discuss upcoming NGSS instructional units and review feedback and data from site teachers. These teachers serve as a liaison for the</p>	<p>\$2,000/per facilitator per day Max of 20 teachers in a group per day.</p> <p>\$2,000 per day x 7 days</p> <p>(Recruitment might be more attractive for the course lead position when things settle down in October. First course lead meeting in November to begin the collaborative site partnership work and ending in May).</p>	<p>\$14,000</p>

<p>TOSA and district. It is highly recommended that the teachers meet by subject or content areas only to have more productive conversations around implementing NGSS for their specific subject areas/grade levels (i.e., all 7th grade teachers meet together with the facilitator and TOSA on one day, all 8th grade teachers meet together with the facilitator and TOSA on another day, etc.).</p>		
<p>Provide 2 PD online sessions (2 hours) for Administrators. It is highly recommended for administrations to be confident and well-versed in the NGSS framework to know what to look for in the science classroom. PD should take place once per semester to build knowledge over time. PD will focus on helping administrators come to better understand the NGSS and how to support science teachers and students through essential questions and key indicators. This will allow administrators to develop confidence to know what to look for in classrooms (online or in-person). Time will also be devoted to analyzing video of classroom instruction using an observation protocol, with the goal of calibrating observations and feedback.</p>	<p>\$1,000 x 2 sessions = \$2000</p>	<p>\$2,000</p>
<p>Provide 5 total days of Summer 2021 PD to support curriculum development, refinement, and modifications for the following school year. Each grade level or content team will work with the UCISP facilitator to support their content needs (online or in-person when safe). Teachers will receive on-going support to plan and modify instructional segments for the following school year with the program facilitator. Time will be spent on refining teaching curricula and assessments widely used in the district but modified to meet the needs of each course and grade level. The TOSA will co-facilitate the program with the program facilitator. <i>*When the Course Lead Model is in place, individuals can work in small break out groups facilitated by their course leads.</i></p>	<p>\$2,000/per facilitator per day \$2,000 per day x 5 days <i>(1 day per subject area/grade level – Grade 7, Grade 8, The Living Earth, Chemistry in the Earth, and Physics in the Universe).</i></p>	<p>\$10,000</p>

Total Direct Costs		\$68,000
Center for Educational Partnerships 10% Overhead Costs		\$6,800
2020-2021 Total Costs		\$74,800

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

School:	Anaheim High School	Date of Application:	09/14/2020
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Leaders of Tomorrow

Purpose of the group:

<p>Tackle today's societal problems by spreading awareness, and providing the tools and resources necessary to insight change in our community. We will educate ourselves and others in various topics. Being the youth leaders that break the chain of ignorance. The systems that were put in place long before have failed. We want to take this failure as an opportunity to make our community a better, safer, and happier place. We want to give Anaheim Highschoolers a platform and a way to talk about these types of uncomfortable conversations. Through volunteering and community work, we will bring "Small solutions to big problems." Teaching the youth of today will bring a better tomorrow. Not only will this club provide the necessary information to today's youth but we will also work towards eventually working side by side with our local government. This would give us the opportunity to make long lasting change by advocating for the right laws and keeping people informed on what's being passed and being denied.</p>

Frequency of group meetings:

Weekly Twice a month.

Proposed meeting day, time and location:

Day:	Wednesday	Time:	3:30 pm	Location:	Google Meets until further notice.
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Applicant's Signature:	<i>Alisha Zazueta</i>	Date:	09/14/20
Printed Name:	Alisha Zazueta		

Advisor's Signature:	<i>Lizzette Barrios-Gracian</i>	Date:	9/15/20
Printed Name:	Lizzette Barrios-Gracian		

Principal's Signature:	<i>[Signature]</i>	Date:	9/16/2020
Printed Name:	[Name]		

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

Assistant Superintendent's Signature:		Date:	10/1/20
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Following approval, the completed application will be returned to the school principal.

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

School:	Hope School	Date of Application:	7/18/2020
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

BSU (Black Student Union)

Purpose of the group:

The purpose of the BSU is to help students strive for academic excellence, heighten cultural awareness, embrace cultural diversity and promote unity. The BSU will help promote academic excellence by implementing activities that embrace campus diversity, educating students on diversity and disabilities, and hosting culturally competent events. The BSU will help heighten cultural awareness by exploring African and African American culture along with other cultures. The BSU will embrace cultural diversity and promote unity through the means of community service and actively participating with other groups.
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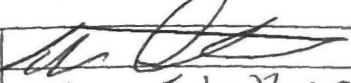
Frequency of group meetings:

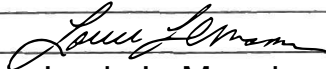
2x a week or Twice a month

Proposed meeting day, time and location:

Day:	Tuesday -Thursd ay	Time:	Lunch time	Location:	Classroom TBD
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Applicant's Signature:	Amber Norwood	Date:	07/18/2020
Printed Name:	Amber Norwood		

Advisor's Signature:		Date:	9/21/2020
Printed Name:	Tom Stephens		

Principal's Signature:		Date:	9-23-2020
Printed Name:	Louie LeMonnier		

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

Assistant Superintendent's Signature:		Date:	10/1/20
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
 Education Division
APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION

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

Name of Organization:

School:

Care Bears Club

Kennedy High school

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

Monica Diaz

Staff Sponsor(s):

Mr. Tisor

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

Purposes : Our objective would be to create a bond with people dealing with hard times and the loneliness they may feel. For example, the club name I have in mind would be the Care Bears club, thus, being caregivers to children with either cancer, disabilities, and the elders. Leading us to be able to gain their life with happiness and confidence. Because, whether a family member with special needs is a child or an adult, everyday needs can be challenging. Therefore, this club will be able to give children and elders the extra support to re enforce their health and their well being, by certain projects that target both children and the elders. Creating the extra support, care, love, and affection they must receive as we should all feel love, as even with small actions it can simply make one day.

To go into further depth, each year more than 3 million children are hospitalized in the United States. For many of these children and their families, a stay in the hospital may be a planned or unplanned event for a specialized test, surgical procedure, or ongoing treatment for an illness. Whether a one-time experience or one in a series of encounters, each hospitalization can have a major impact on the child and family. Creating for many to be overwhelmed by being in a hospital. Such as the fear of pain of certain procedures, an anticipated diagnosis, fear developed due to bad experiences or just feeling bored with hours of waiting. We want to ease this by providing a sense of comfort to families, letting them know that they are being supported.

While on the other hand, it has come to my attention that majority clubs target all types of different interests/ opportunities but one, the Elderlys. In my opinion, the majority of society either forgets about them, no longer shows them love, or simply leaves them behind, which is heartbreaking to me. From this club, I hope to get the future generation involved with their elders, as they have so much to teach them and be able to communicate with others. I was fortunate to have two incredible grandparents that constantly showed me love and would go beyond for me. I want to make sure that every elder that comes my way feels the appreciation and care that he felt. Especially through these hard times, I'm determined for them to know that our generation will never forget them, as they are some of the most pure and humble people on earth.

Objectives

1. Improving the life of children and elderly – Loneliness has been directly related to an increased risk of certain diseases. With that in mind, think about the difference we can make in someone's life when we take the time to sit and chat, or offer a meaningful experience for them. For example, even with the covid situation, there are still ways to communicate with one another with letters, technology, etc.
2. Supporting Families – While the family provides for all their needs and necessities, someone else coming to visit their elderly or loved one will assure that they get meaningful engagement and someone to look forward to. Time is essential to the children with cancer who need a chance to beat the disease that has stricken their lives. With your time as a volunteer, we can create a bond with a kid and be able to give them the motivation of pushing further into their life as it's so precious and give them the ability to smile.
3. Learning the process of bonding with different age groups – Age gap is an evident change when we sit and talk to an elderly or a child but once we try we find many similarities with them, it can be common love for a particular book or interest in music or their experience at our favorite places etc
4. Nothing helps you understand more about what's important in life than seeing others face struggles you do not. Seniors in nursing homes and assisted living facilities have traveled much farther along life's journey than you and they have a lot to teach about what matters most. As you learn about the aging process and what's to come, you may be better able to set priorities in your own life and remember to spend time with the people who matter most.

Activities (Physically)

- Paint / draw
- depending on what month it is we can create arts in crafts
- be able to create some type of snack
- be able to have a conversation with them so we can create a stronger bond
- depending on the age we can read to them
- depending on the conditions we can do sports with them
- card games
- tie dye shirts

Activities (virtual)

- toy project
 explanation : I have a lot of toys that were never open and I would like to recognize a specific child for their efforts and positivity. My idea would be to make a chart with the picture of every toy and they can pick one.

- tie dye shirts : Each officer/ member can design a tie dye shirt for a kid or for a elder to receive
- The club can make them bracelets with a positive symbol
- pen pay with the students of Kennedy, and with between both elders and the children
- rose grams a rose will be sent with a positive or a silly note to make them smile

Proposed meetings:

Day(s):	wednesday	Time(s)	During lunch	Location:	Zoom or the MP-1
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Special equipment? No Yes – Describe:

Depending if you come back but at the moment nope.

Qualifications for membership, if any:

none

How are officers elected?

Term?

An interview Hopefully by 2nd semester

State relationship to curriculum and/or instructional program of the district, and describe

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

I believe that this club has the power and ability to make students at Kennedy High School realize how fortunate we truly are and that we must be more appreciative of what the older generation has done for us. This can imply to school behavior as if one were to join our club they can acknowledge that we must remember that each individual such as kids with disabilities has different opportunities and different challenges. Additionally, this club can provide strong communication with different types of people. Managing communications effectively is a key dimension of leadership. It's important to remember is that communication is not only talking. Optimal communication always uses both verbal and visual communication tools. We don't only mean using pictures and videos in class although, this is always a good way to get the message across, but also non-verbal communication.

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

The staff adviser would just keep money saved from any fundraisers as it needs to be with a trusted adult. In addition, promote the club within his/her students. Not only that, but in case the MP 1 is booked that specific day we can hold the meeting in his/her classroom. Lastly, support us with guidance if needed.

Will this organization be raising funds for any purpose? No Yes – Describe how funds will be raised and for what purpose:

The funds will be raised throughout food fundraisers or by selling certain foods at school, such as sweets (if we go back). These funds will go specifically to materials we might need for the club later on but I would personally try to save a couple of dollars here and there to be able to donate to certain nursing homes and hospitals.

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

Signature of student making application:	Monica Diaz
Printed name of student making application:	Monica Diaz
Signature of faculty sponsor:	T. Tison
Printed name of faculty sponsor:	Travis Tison

Faculty sponsor: I have reviewed this application and

- the application is complete the Constitution/By-Laws are attached
 the application is not complete (explain):

Signature of School Principal:	Date: 9/10/20
--------------------------------	---------------

Adam Hernandez	
----------------	--

Signature of Assistant Superintendent of Education:	Date:
	10/1/20

Education Office Use Only:

Board of Trustees action:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date:
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Submit completed form to the Assistant Superintendent of Education (mail location #15).

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

School:	Western High School	Date of Application:	08/26/2020
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Writer Lilies

Purpose of the group:

The club's purpose is to allow people to to write and explore different types of writing. It is a space to create stories, thoughts, ideas, scenes, and so much more. In simple terms a writers club for anyone who wants to write.

Frequency of group meetings:

Every two weeks on Thursday, twice a month.

Proposed meeting day, time and location:

Day:	Thursday	Time:	2:30-3:00	Location:	Google Meets
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Applicant's Signature:	<i>Maria Ferrano</i>	Date:	08/26/2020
Printed Name:	Maria Isabel Serrano		

Advisor's Signature:	<i>Roslynn L. Pryor</i>	Date:	08/31/2020
Printed Name:	Roslynn L. Pryor		

Principal's Signature:	<i>Amy Rwan</i>	Date:	8/31/2020
Printed Name:	Amy Rwan		

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

Assistant Superintendent's Signature:	<i>[Signature]</i>	Date:	10/1/20
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
Education Division
APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION

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

Name of Organization:

School:

Inventorship Club	Western High School
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Name(s) of student(s) making application:

Rami Shalabi; Tam Nguyen; Emmy Son; Glenna Lustina
--

Staff Sponsor(s):

Mr. Douglas Noah

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

Provide a forum for students to talk about creating products and business. Extending learning from Inventorship class.
--

Proposed meetings:

Day(s): Tuesdays	Time(s): 2:45 - 3:15 PM	Location: WHS Room 29
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Special equipment? No Yes – Describe:

No Special equipment other than classroom equipment

Qualifications for membership, if any:

An Imagination and desire to be an entrepreneur or inventor

How are officers elected?

Term?

Voting from members	Year
---------------------	------

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

The club will provide a forum for students to implement what they are learning in the Inventorship 1 and 2 classes. They will look at entrepreneurs and inventors and learn how they started their careers. Students will start businesses and develop products that are tangible and demonstrate what they have learned in class and in the club.
--

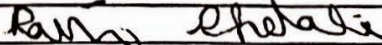
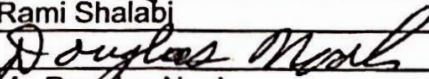
Describe the function of the staff adviser in the promotion, supervision, and leadership of the organization:

The staff advisor will provide the background knowledge and guidance for all aspects of their entrepreneurship and invention design. Advisor will provide supervision during meetings and obtain any needed resources.
--

Will this organization be raising funds for any purpose? Yes – Describe how funds will be raised and for what purpose:

Funds will be raised through volunteer activities and sale of products made by the students of the club. These funds will be used for purchase of additional materials and activities related to obtaining real life experiences related to entrepreneurship and invention.

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

Signature of student making application:	
Printed name of student making application:	Rami Shalabi
Signature of faculty sponsor:	
Printed name of faculty sponsor:	Mr. Douglas Noah

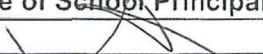
Faculty sponsor: I have reviewed this application and

- the application is complete
- the Constitution/By-Laws are attached
- the application is not complete (explain):

The application is complete and the Constitution/By-Laws are attached.
--


Signature of School Principal:

Date:

 Amy Kwon	8.31.20
---	---------

Signature of Assistant Superintendent of Education:

Date:

	10/1/20
---	---------

Education Office Use Only:

Board of Trustees action:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date:	
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Submit completed form to the Assistant Superintendent of Education (mail location #15).

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

School:	Walker Junior High	Date of Application:	9/17/2020
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

BSU (Black Student Union)

Purpose of the group:

The purpose of the BSU is to help students strive for academic excellence, heighten cultural awareness, embrace cultural diversity and promote unity. The BSU will help promote academic excellence by visiting colleges, attending college fairs, hosting summits and/or webinars. The BSU will help heighten cultural awareness by exploring African and African American culture. The BSU will embrace cultural diversity and promote unity through the means of community service and actively participating with other groups.

Frequency of group meetings:

Once a month

Proposed meeting day, time and location:

Day:	Friday (1st of month)	Time:	3:00pm	Location:	Google Meets
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Applicant's Signature:	1063886@student.auhsd.us	Date:	9/17/20
Printed Name:	Joseph Tedla		

Advisor's Signature:	<i>Sherrita Blackshear</i>	Date:	9/17/2020
Printed Name:	Sherrita Blackshear		

Asst

Principal's Signature:	<i>Jennifer Sasai</i>	Date:	9/22/2020
Printed Name:	Jennifer Sasai		

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

Assistant Superintendent's Signature:	<i>JAS</i>	Date:	10/1/20
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District

Walker Junior High

Black Student Union

Student Organization Constitution and By-Laws

This constitution and these by-laws are adopted for the purpose of organizing and carrying out the activities of (club) Black Student Union.

The purpose of this organization and its aims are as follows: The purpose of the BSU is to help students strive for academic excellence, heighten cultural awareness, embrace cultural diversity and promote unity. The BSU will help promote academic excellence by visiting colleges, attending college fairs, hosting summits and/or webinars. The BSU will help heighten cultural awareness by exploring African and African American culture. The BSU will embrace cultural diversity and promote unity through the means of community service and actively participating with other groups.

The officers of the organization are: President Joseph Tedla,

Vice-president Summer Lay, Secretary Kumai Corona,

Treasurer Aaliyah Hightower. These officers were elected by members of this organization in a duly authorized meeting, of which all members of the group were notified. The duly elected officers are charged with carrying out the duties and responsibilities entrusted in the including the aims and objectives, and proper raising and disbursing of funds in accordance with the policies and procedures for student organizations as approved by the Board of Trustees. All of our records will be open for inspection by any authorized school official or auditing firm representing the Board of Trustees.

The meetings for BSU will be held on Friday in room Google Meets at 3pm. At all meetings a staff advisor will be present.

All the duties and responsibilities will be carried out by students who are members of this organization in good standing, with the advice and consent of the staff advisor.

All officers and members of the student group will be apprised of the district policies and procedures and agree to observe them.

Approved and adopted this _____ day of _____, 2_____.

Joseph Tedla
President

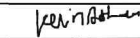
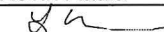
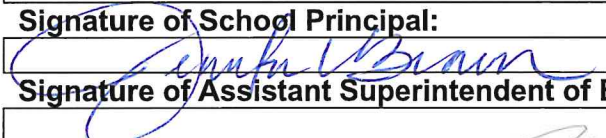

Summer Lay
Vice-President

Kumai Corona
Secretary

Sherrita Blackshear
Staff Advisor

Anaheim Union High School District
Education Division
APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION

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

Name of Organization:		School:	
Walker eSports Club		Walker Junior High	
Name(s) of student(s) making application:			
Kevin Attala, Xavier Cuesta			
Staff Sponsor(s):			
Leslie Anderson			
List purposes, objectives, and activities of organization (attach copy of Constitution and By-Laws)			
To promote school involvement and compete in national eSport competitions.			
Proposed meetings:			
Day(s):	Tuesday/Thursday	Time(s):	TBD
Location:	TBD		
Special equipment? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes – Describe:			
While virtual, students will use equipment at home. Upon campus return, campus equipment available.			
Qualifications for membership, if any:			
NA			
How are officers elected?		Term?	
Appointed		Semester/Year	
State relationship to curriculum and/or instructional program of the district, and describe how the organization will serve as an extension of or adjunct to the curriculum. Include specific reference to the courses of study, classes, or programs which the organization is intended to supplement; the instructional materials or learning resources which will be used; the skills, concepts, or attitudes which are planned to be developed; and the evaluation techniques which will be used to assess whether or not the objectives have been achieved:			
eSports has been added to the curriculum in Multimedia and Business Tech. Students will learn gamesmanship.			
Describe the function of the staff adviser in the promotion, supervision, and leadership of the organization:			
Students will be recruited through 7th grade wheel and technology classes, as well as announcements.			
Will this organization be raising funds for any purpose? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes – Describe how funds will be raised and for what purpose:			
Equipment and tournament entry fees as needed.			
The undersigned agree to comply with all applicable district policies, school guidelines, and rules, as adopted and amended:			
Signature of student making application:			
Printed name of student making application:	Kevin Attala		
Signature of faculty sponsor:			
Printed name of faculty sponsor:	Leslie Anderson		
Faculty sponsor: I have reviewed this application and			
<input checked="" type="checkbox"/> the application is complete <input type="checkbox"/> the Constitution/By-Laws are attached <input type="checkbox"/> the application is not complete (explain):			
Signature of School Principal:			
		Date:	
Jennifer Brown		9/8/2020	
Signature of Assistant Superintendent of Education:			
		Date:	
		10/1/20	
Education Office Use Only:			
Board of Trustees action:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date:

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

Attachment 1
Certifications and Assurances

Subaward Number:

S-7386-AUHSD

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that:

1. Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

2. Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2
S-7386-AUHSD
SPECIAL TERMS AND CONDITIONS

1. Without limiting the parties' indemnification, SUBRECIPIENT warrants that it has and will maintain Workers' compensation insurance coverage of not less than one million dollars (\$1,000,000) per accident; General Liability insurance of not less than one million dollars (\$1,000,000), and Automobile Liability insurance of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles.
2. SUBRECIPIENT agrees to maintain and preserve all records relative to this Subaward for three (3) years after termination. SUBRECIPIENT agrees to permit ASC's duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Subaward. Furthermore, all records related to this Subaward shall be reasonably available for inspection by the State of California pursuant to Government Code § 8546.7 which states in pertinent part: "...every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000) entered into by any state agency, ...or by any other public entity, including a city, county..., shall be subject to the examination and audit of the State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three years after final payment under the contract."
3. This Subaward and any disputes concerning it shall be interpreted under the laws of the State of California.

Subaward Number:

S-7386-AUHSD

Attachment 3A

Pass-Through Entity (PTE) Contacts

PTE Information

Entity Name: CSU Fullerton Auxiliary Services Corporation

Legal Address: 1121 N. State College Blvd.
Fullerton, CA 92831Website: https://www.fullerton.edu/asc/_aboutus/**PTE Contacts**

Central Email: osp@fullerton.edu

Principal Investigator Name: Jennifer Goldstein

Email: jengoldstein@fullerton.edu

Telephone Number: (657)278-3963

Administrative Contact Name: Ingrid Thompson

Email: ithompson@fullerton.edu

Telephone Number: (657)278-4110

COI Contact email (if different to above): cgreenwood@fullerton.edu

Financial Contact Name: Sydney Dawes

Email: sdawes@fullerton.edu

Telephone Number: (657)278-4103

Email invoices? Yes No Invoice email (if different): ithompson@fullerton.edu

Authorized Official Name: Charles D. Kissel

Email: ckissel@fullerton.edu

Telephone Number: (657)278-4100

PI Address:800 N. State College Blvd.
Fullerton, CA 92831**Administrative Address:**1121 N. State College Blvd.
Fullerton, CA 92831**Invoice Address:**1121 N. State College Blvd.
Fullerton, CA 92831

Attachment 3B Subrecipient Contacts

Subrecipient Information for **FFATA** reporting

Entity's DUNS Name: Anaheim Union High School District

EIN No.: 95-6000120 Institution Type: Nonprofit without 501c3 Status (other than Inst. of Higher Ed.)

DUNS: 067653436 Currently registered in SAM.gov: Yes No

Parent DUNS: Exempt from reporting executive compensation: Yes No (if no, complete 3Bpg2)

Place of Performance Address *This section for U.S. Entities:* Zip Code [Look-up](#)
Congressional District: Zip Code+4:

501 Crescent Way
Anaheim, CA 92801

Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name:

Email: Telephone Number:

Administrative Contact Name:

Email: Telephone Number:

Financial Contact Name: Karen Orr

Email: orr_k@auhsd.us Telephone Number: 714-999-3589

Invoice/Payment Email:

Authorized Official Name:

Email: Telephone Number:

Legal Address:

501 Crescent Way
Anaheim CA 92801

Administrative Address:

501 Crescent Way
Anaheim, CA 92801

Payment Address:

501 Crescent Way
Anaheim, CA 92801

Attachment 3B-2
Highest Compensated Officers

Subrecipient:

Institution Name:

PI Name:

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Subaward Number:

S-7386-AUHSD

Attachment 5
Statement of Work, Indirects, & Payment Schedule

Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

See attached Scope of Work.

Budget & Milestone Information

Indirect Information

Indirect Cost Rate (IDC) Applied: % Rate Type:

Milestone Details

Below Attached, pages

See attached Budget and Justification

Leadership Education in Anaheim District Scope of Work

Scope of Work statement

Project Title:

Leadership Education for the Anaheim Districts (L.E.A.D.)

Start/End Dates:

The project will take place August 1, 2020 – July 31, 2021

SubPI Name:

CSUF is fiscal agent. Anaheim Union High School District is the subcontract.

Project Description (including objectives, tasks, and deliverables as applicable):

The objectives of the project are to expand the practical knowledge for future educational leaders in the areas of equity, self awareness, and systems and to take this new paradigm for leadership development and memorialize it through the writing of a book which outlines the philosophies used to develop the Leadership Education for Anaheim Districts (L.E.A.D.) program. This process was started through the collaboration of Cal State University, Fullerton, the Anaheim Union High School District and the California Collaborative for Educational Excellence.

For the second phase of this project, the tasks to be completed by those participating in the project will include the following three items:

1. Mindfulness for Leaders

L.E.A.D. participants will participate in MindKind Institute’s (MKI) Self-Awareness Training. MKI will provide a coaching program to develop mindful leaders at AUHSD with the highest level of commitment to the 5 Cs -Collaboration, Communication, Creativity, Critical thinking, and Character. This program through MKI will provide for select AUHSD L.E.A.D. graduates to enter the “Conscious Business and Leadership” program.

“Conscious Business and Leadership” program takes the frameworks and skill-building tools outlined in Fred Kofman’s book, *Conscious Business* and makes them real through practice, peer-feedback, and coaching. Two cohorts of 6-8 participants will fulfill a 10-week course of study. Participants will develop a deep understanding of Kofman’s teachings and learn to apply the frameworks to their work through peer-to-peer discussion process supported by a coach. Participants will form a network that provides continued support beyond the group and seeks to build a more conscious culture in AUHSD. The program will be delivered via online Zoom video calls with a coach and peer-to-peer group learning platform that helps people practice skills like emotional intelligence, mindfulness and leadership.

Leadership Education in Anaheim District Scope of Work

2. Leadership Development Through Real-Time Shadowing

In the first part of the L.E.A.D. program it became evident through analyzing student reflections that there was great benefits for those participants who had the opportunity to serve as an interim administrator during the process. To create this same opportunity for all L.E.A.D. participants, they will be able to participate in real-time shadowing of a site administrator for up to a week at the beginning of the fall term and at the end of the process they would participate in up to an additional week of shadowing. At the end of each shadowing experience the participant will write a brief reflection outlining how the process enhanced their leadership development in the areas of equity, self awareness, and systems.

3. Book Development to Provide Opportunity for Replication by Others of the L.E.A.D. Program

The creation of the L.E.A.D. program was driven from the passion of Superintendent Michael Matsuda to create a program that allowed for aspiring administrators to participate in a program that provided them with a greater awareness of the work that needed to be done in 21st century schools as well as a program that helped them to become a self reflective leader. As the program evolved it included the following leaders from AUHSD: Dr. Jaron Fried, Assistant Superintendent, Educational Services; Manuel Colon, Chief Academic Officer; Brad Jackson, Assistant Superintendent, Human Resources; and, Dr. Jennifer Root, Assistant Superintendent, Business. As these leaders became immersed in the program there rose the desire to create a vehicle through which to take this new model of leadership development and disseminate our experiences and learning to other districts and and universities. From this desire emerged the idea to write a book reflecting on the process and sharing it with others.

AUHSD leaders will work with Dr. Goldstein to write chapters for the book that address the following areas: the need for redesigned leadership preparation, the development of the partnership, and the contributions and challenges for them in co-teaching. Inclusion of the AUHSD leaders in the writing of the book will mirror the partnership that was exhibited throughout the successful development, and implementation, of the L.E.A.D. program. It will add the voice of the day-to-day practitioners into the book.

Project Budget
Leadership Education in Anaheim District (L.E.A.D.)

Item	Amount	Quantity	Total
Stipend for Book Writing	\$2,000	5	\$10,000
Substitute Costs	\$150	Up to 80 days	\$12,000
Costs for Consultant Agreement with MindKind	\$15,000	1	\$15,000
		GRAND TOTAL	\$37,000

Budget Justification
Leadership Education for the Anaheim District (L.E.A.D.)

BUDGET JUSTIFICATION

This is a narrative description of all expenses included in the Budget Form. Funding in the amount of \$37,000 is requested for this one-year project.

CONSULTANT AGREEMENT

Mindfulness Executive Leadership Coaching - \$15,000

Eight participants will experience a ten-week executive coaching session focused around the book “Conscious Business” by Fred Kaufman. The coaching will be provided by the company MindKind Institute who has worked successfully with Anaheim Union High School District in providing executive coaching to administrators.

SUBSTITUTE COSTS

Real-Time Shadowing Cost for Substitutes - \$12,000

Eight L.E.A.D. participants will experience up to 10 days of real-time shadowing of an administrator. To facilitate this process, substitute teachers will be provided to cover the classroom of the L.E.A.D. participant at a cost of \$150 per day.

SALARY FOR CONSULTANT SERVICES TO CSUF

Stipends for Writing of Book - \$10,000

Stipends of \$2,000 each will be paid from CSUF to key AUHSD leaders for their time in collaboratively writing a book outlining the partnership between CSUF and AUHSD in the development of the L.E.A.D. program. Stipends will be paid to Michael Matsuda, Dr. Jaron Fried, Manuel Colon, Brad Jackson, and Dr. Jennifer Root.

INDIRECT COSTS

Per sponsor guidelines indirect costs are not allowed for this project.

Attachment 6
Notice of Award (NOA) and any additional documents

- The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

- Not incorporating the NOA or any additional documentation to this Subaward.

Stuart Foundation GRANT AGREEMENT

This Grant from the Stuart Foundation (Foundation) is for the purposes described below and is subject to acceptance by CSU Fullerton Auxiliary Services Corporation (Grantee) of the conditions specified below. This Agreement will take effect when signed by the Grantee's authorized representative and a signed agreement is received by the Foundation.

I. GRANTEE IDENTIFICATION

Grantee: CSU Fullerton Auxiliary Services Corporation
Grant Number: 2020-3218.2

II. GRANT TERMS

Total Grant Amount: \$150,000
Grant Period: 8/1/2020 - 7/31/2021
Grant Purpose: To support California State University at Fullerton (CSUF) to redesign leadership preparation through a district-university partnership with the Anaheim Union High School District (AUHSD).

III. GRANTEE REPORTING REQUIREMENTS

Schedule of Reporting Requirements:

Due Date	Report Type
January 31, 2021	Interim Narrative & Financial
September 30, 2021	Final Financial

All forms and instructions can be downloaded at www.stuartfoundation.org from the Partner Resources page. The report requirements are incorporated by reference into this Agreement. The Foundation reserves the right, in its reasonable discretion, to amend the requirements from time to time; all such changes will be reflected in the posted version of such requirements found on the Foundation's website. Grantee is responsible for following the report requirements in effect at the time any required report is made. ***The Foundation in its sole discretion may postpone or decline to make payments under this Agreement if Grantee fails to meet reporting requirements.***

The schedule of reporting requirements above may be modified, or the grant period listed above extended (refer to Section II), by written (including emailed) correspondence between the Foundation and Grantee that evidences their mutual agreement to the modification or extension.

IV. OBJECTIVES

The objectives and budget submitted in the proposal may be revised before the end of the grant period upon approval by the Foundation.

V. IRS DETERMINATION

This Grant is specifically conditioned upon the Grantee's status as an eligible grantee of the Stuart Foundation. The Foundation has obtained a copy of the Grantee's IRS determination letter evidencing the status of the Grantee as eligible. The Grantee confirms that its IRS classification is current and the organization is unaware of any action or ruling that would cause its determination ruling to be revoked. The Grantee will notify the Foundation immediately of any change in tax status.

VI. GRANTEE'S FINANCIAL RESPONSIBILITIES

The Foundation expects the Grantee to maintain complete and accurate records of revenues and expenditures relating to the Grant. We request that financial records be kept for at least four (4) years after completion of the Grant. In the event that the Foundation is audited by any government agency, it could be necessary, in rare instances, for the Foundation to examine, audit, or have audited the records of the Grantee insofar as they relate to activities supported by this Grant. Any audit expenses incurred in such a case will be borne by the Foundation.

VII. EXPENDITURE OF GRANT FUNDS

The Grant is to be used for the purpose(s) stated in this Grant Agreement. Grant funds may be spent only in accordance with the terms set forth herein. Grant funds may not be expended for any other purpose without prior approval by the Foundation. The Grantee agrees to contact the Foundation to request permission to make any significant changes in the budget. If the funds have not been completely expended at the end of the Grant period, the Grantee agrees to provide a statement on the balance and a plan for using the remaining funds.

Any references in Grantee's proposed budget to specific named third parties who are projected to receive grants, service fees, or other payments from Grant funds, are understood by the Foundation to be statements of Grantee's current intent, and the final selection of such third parties and the terms of their agreements with or engagements by Grantee (including the amounts of grants or fees) is within Grantee's discretion and control.

The Grantee agrees that, in carrying out the objectives supported by this Grant, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, color, religion, gender, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law.

The Grantee shall not use any portion of the Grant in a manner inconsistent with Section 501(c)(3) of the Internal Revenue Code, including a prohibition on using Grant funds to

influence the outcome of any specific election of candidates to public office, induce or encourage violations of law or public policy, or cause any private inurement or improper private benefit to occur.

The Grant is not earmarked for use in any attempt to influence legislation within the meaning of Section 501(c)(3) of the Code, and neither the Foundation nor the Grantee has entered into any agreement, oral or written, to that effect.

The Grantee agrees that it will use the Grant funds in compliance with all applicable anti-terrorist financing and asset control laws and regulations.

VIII. PROCEEDS FROM GRANT-FUNDED ACTIVITIES

In the event all or a portion of the Grant is used to fund activities that generate income to the Grantee, or is used to create intellectual property that generates income to the Grantee, the Grantee hereby agrees to restrict the share of such income fairly allocable to the Grant funding for the same purposes as the Grant.

Subject to any rights of the Grantor under this Agreement, the Grantee will manage any patentable inventions or discoveries that are conceived and reduced to practice, in whole or in part, in the performance of this Grant, or any copyrightable works first created in the direct performance of this Grant, in accordance with the Grantee's policy on patents.

IX. CHANGES IN GRANTEE OPERATIONS

The Grantee agrees to promptly advise the Foundation about any of the following:

- Change in key personnel of the project or organization
- Change in address or phone number
- Change in the name of the organization
- Any development that significantly affects the operation of the project or the organization

X. USE OF SUBGRANTEES

If the Grantee finds it necessary to re-grant funds in order to carry out the purposes of the Grant, the Grantee retains full discretion and control over the selection process, acting completely independently of the Foundation. There is no agreement, written or oral, by which the Foundation may cause the Grantee to choose any particular subgrantee.

XI. PUBLICITY, PUBLICATIONS, AND COMMUNICATION WITH THE MEDIA

The Grantee shall acknowledge and include the Foundation's name on printed and visual materials that are produced with Foundation support. The Grantee agrees to discuss plans for such recognition, and provide copies of materials for the Foundation's records.

If the Grantee plans to issue a press release announcing this grant, the Grantee agrees to contact the Program Officer at least two weeks before the desired announcement date. The Foundation must provide advance approval of the press release and the date of release. The Foundation

requests an opportunity to review and comment on subsequent press releases that are directly related to the Grant. The Foundation may make information about this Grant public at any time on its website and as part of press releases, public reports, speeches, newsletters, and other public documents.

XII. INTELLECTUAL PROPERTY

All right, title and interest in and to any materials, inventions or works and any patents, trademarks, copyrights or other intellectual property rights associated therewith created by the Grantee pursuant to this grant shall be owned by the Grantee. The Grantee, however, shall grant to the Foundation an irrevocable, nonexclusive, royalty free, worldwide license to copy, publish, reproduce, create derivative works, publicly perform, display, distribute directly or indirectly, or otherwise practice such inventions, works or materials pursuant to the Grantee's intellectual property rights for the Foundation's charitable, non-commercial purposes. The Grantee further shall grant to the Foundation the right to grant sublicenses under such intellectual property rights in furtherance of the Foundation's charitable, non-commercial purposes.

XIII. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall defend, indemnify and hold the Foundation, its 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 Grantee's negligence or that of its agents, Grantee's breach of duties under the Grant Agreement, or Grantee's performance under this Grant Agreement.

The Foundation shall defend, indemnify and hold Grantee, its 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 Foundation's negligence or that of its agents, Foundation's breach of duties under the Grant Agreement, or Foundation's performance under this Grant Agreement.

XIV. REMEDIES

In the event that the Grantee violates or fails to carry out any provision of this Agreement, including, without limitation, failure to submit reports when due, or if the Grantee dissolves or ceases to operate, the Foundation in its reasonable discretion may, in addition to any other legal remedies it may have, refuse to make any future grants or installment payments of this Grant to the Grantee, and the Foundation may demand the immediate return of all or any unexpended portion of the Grant, and any portion of the Grant expended not in compliance with this Agreement, and the Grantee shall immediately comply therewith.

XV. LIMITATION

This Agreement contains the entire Agreement between the parties with respect to the Grant and supersedes any previous oral or written understandings or agreements. It is expressly understood that by making this Grant the Foundation has no obligation to provide other or additional support

to the Grantee for the purposes of this Grant or any other purposes. Neither this Agreement, nor any other oral or written statement or action of the Foundation (other than a document executed on behalf of the Foundation specifically purporting to create a binding obligation of the Foundation) shall be interpreted to create any pledge or binding commitment by the Foundation to make any future grant to the Grantee.

XVI. REPRESENTATIONS

The Grantee to the best of its knowledge represents that the execution, delivery or performance of this Grant Agreement shall not violate or result in the breach of any prior agreements entered into by the Grantee with any third parties. The Grantee further represents that the Grantee shall not enter into any future agreements that would be in violation of any of the terms of this Grant Agreement.

XVII. ACCEPTANCE OF TERMS AND CONDITIONS

On behalf of the Stuart Foundation, I extend every good wish for the success of this work.

By: 
Sophie Fanelli
President, Stuart Foundation

Date: 4/9/2020

I acknowledge that the Grantee has received and retained a copy of this Agreement. The attached terms and conditions have been carefully reviewed and understood, and are hereby accepted and agreed to as of the date specified.

Accepted on behalf of CSU Fullerton Auxiliary Services Corporation

By: 
Signature of Authorized Officer, Director or Trustee

Name: Charles D. Kissel

Title: Executive Director

Date: 4/29/2020

Between the

Anaheim Union High School District (AUHSD)

and the

Anaheim Secondary Teachers Association (ASTA)

Health and Welfare Program Change Effective January 1, 2021

The Anaheim Union High School District (AUHSD) and the Anaheim Secondary Teachers Association (ASTA) agree to the following changes in the health and welfare program that were recommended by the Insurance Committee on September 16, 2020. The following changes will be effective beginning January 1, 2021:


The blended super composite rate will remain at \$15,959 for the 2021 plan year. For the 2021 plan year only, the projected increase to Health and Welfare costs from plan year 2020 to plan year 2021 will be paid using the ending fund balance in the Health and Welfare fund.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: September 30, 2020


Brad Jackson (Oct 1, 2020 08:58 PDT)

Brad Jackson
Assistant Superintendent
Human Resources


Grant Schuster (Oct 1, 2020 08:58 PDT)

Grant Schuster
President
Anaheim Secondary Teachers Association

2021 ASTA Health and Welfare MOU

Final Audit Report

2020-10-01

Created:	2020-09-30
By:	Liliana Carrillo (carrillo_l@auhsd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAww9WKLtlvcjow8e4c9cXjO7lFB64_Cwh

"2021 ASTA Health and Welfare MOU" History

-  Document created by Liliana Carrillo (carrillo_l@auhsd.us)
2020-09-30 - 10:30:40 PM GMT- IP address: 209.232.145.168
-  Document emailed to Grant Schuster (schuster_g@auhsd.us) for signature
2020-09-30 - 10:31:05 PM GMT
-  Email viewed by Grant Schuster (schuster_g@auhsd.us)
2020-10-01 - 3:57:12 PM GMT- IP address: 107.77.230.19
-  Document e-signed by Grant Schuster (schuster_g@auhsd.us)
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-  Document emailed to Brad Jackson (jackson_b@auhsd.us) for signature
2020-10-01 - 3:58:09 PM GMT
-  Email viewed by Brad Jackson (jackson_b@auhsd.us)
2020-10-01 - 3:58:32 PM GMT- IP address: 66.249.80.135
-  Document e-signed by Brad Jackson (jackson_b@auhsd.us)
Signature Date: 2020-10-01 - 3:58:44 PM GMT - Time Source: server- IP address: 142.129.131.249
-  Agreement completed.
2020-10-01 - 3:58:44 PM GMT

Between the

Anaheim Union High School District (AUHSD)

and the

Anaheim Personnel and Guidance Association (APGA)

Health and Welfare Program Change Effective January 1, 2021

The Anaheim Union High School District (AUHSD) and the Anaheim Personnel and Guidance Association (APGA) agree to the following changes in the health and welfare program that were recommended by the Insurance Committee on September 16, 2020. The following changes will be effective beginning January 1, 2021:

The blended super composite rate will remain at \$15,959 for the 2021 plan year. For the 2021 plan year only, the projected increase to Health and Welfare costs from plan year 2020 to plan year 2021 will be paid using the ending fund balance in the Health and Welfare fund.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: September 30, 2020



Brad Jackson
Assistant Superintendent
Human Resources



Brian Bannon
Co-President
APGA

Between the

Anaheim Union High School District (AUHSD)

and the

California School Employees Association (CSEA) and its Chapter 74


Health and Welfare Program Change Effective January 1, 2021

The Anaheim Union High School District (AUHSD) and the California School Employees Association (CSEA) agree to the following changes in the health and welfare program that were recommended by the Insurance Committee on September 16, 2020. The following changes will be effective beginning January 1, 2021:

The blended super composite rate will remain at \$15,959 for the 2021 plan year. For the 2021 plan year only, the projected increase to Health and Welfare costs from plan year 2020 to plan year 2021 will be paid using the ending fund balance in the Health and Welfare fund.

This MOU has no effect on any other portion of the District's benefit plan.

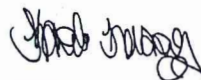
This MOU is dated: September 30, 2020


Brad Jackson (Oct 6, 2020 08:30 PDT)

Brad Jackson
Assistant Superintendent
Human Resources



Sharon Yager
President
CSEA, Chapter 74



Karli Nevarez
Labor Relations Representative
CSEA, Chapter 74












2021 CSEA Health and Welfare MOU


Final Audit Report

2020-10-06

Created:	2020-09-30
By:	Liliana Carrillo (carrillo_l@auhsd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqUiBJT0-Uon-MYTCgMtTwIWzW7D9dtBO

"2021 CSEA Health and Welfare MOU" History

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 2020-09-30 - 10:35:59 PM GMT
-  Email viewed by Karli Nevarez (knevarez@csea.com)
 2020-10-02 - 6:57:27 PM GMT- IP address: 108.225.136.119
-  Email viewed by Karli Nevarez (knevarez@csea.com)
 2020-10-05 - 11:02:37 PM GMT- IP address: 108.225.136.119
-  Document e-signed by Karli Nevarez (knevarez@csea.com)
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-  Document emailed to Sharon Yager (yager_s@auhsd.us) for signature
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-  Email viewed by Sharon Yager (yager_s@auhsd.us)
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-  Email viewed by Brad Jackson (jackson_b@auhsd.us)
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 Agreement completed.
2020-10-06 - 3:30:25 PM GMT

MEMORANDUM OF UNDERSTANDING

EXHIBIT EE

Between the

Anaheim Union High School District (AUHSD)

and the

American Federation of State County and Municipal Employees, Local 3112 (AFSCME)

Health and Welfare Program Change Effective January 1, 2021

The Anaheim Union High School District (AUHSD) and the American Federation of State County and Municipal Employees, Local 3112 (AFSCME) agree to the following changes in the health and welfare program that were recommended by the Insurance Committee on September 16, 2020. The following changes will be effective beginning January 1, 2021:

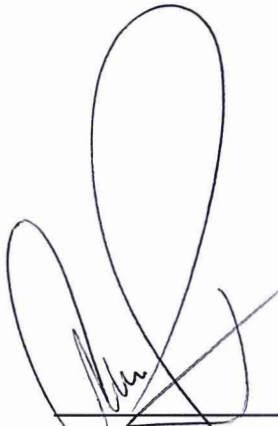
The blended super composite rate will remain at \$15,959 for the 2021 plan year. For the 2021 plan year only, the projected increase to Health and Welfare costs from plan year 2020 to plan year 2021 will be paid using the ending fund balance in the Health and Welfare fund.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: September 30, 2020



Brad Jackson
Assistant Superintendent
Human Resources



Adrian Prieto,
President
AFSCME, Local 3112

MEMORANDUM OF UNDERSTANDING

EXHIBIT FF

Between the

Anaheim Union High School District (AUHSD)

and the

Mid Managers Association (MMA)


Health and Welfare Program Change Effective January 1, 2021

The Anaheim Union High School District (AUHSD) and the Mid Managers Association (MMA) agree to the following changes in the health and welfare program that were recommended by the Insurance Committee on September 16, 2020. The following changes will be effective beginning January 1, 2021:


The blended super composite rate will remain at \$15,959 for the 2021 plan year. For the 2021 plan year only, the projected increase to Health and Welfare costs from plan year 2020 to plan year 2021 will be paid using the ending fund balance in the Health and Welfare fund.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: September 30, 2020


Brad Jackson (Oct 1, 2020 09:00 PDT)

Brad Jackson
Assistant Superintendent
Human Resources


James Patanella (Oct 1, 2020 09:00 PDT)

James Patanella
President
Mid Managers Association

2021 MMA Health and Welfare MOU

Final Audit Report

2020-10-01

Created:	2020-09-30
By:	Liliana Carrillo (carrillo_l@auhsd.us)
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Transaction ID:	CBJCHBCAABAA0WtoJw0bz1A15n5gmhlcCkuJGNJhcDXq

"2021 MMA Health and Welfare MOU" History

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2020-10-01 - 0:15:41 AM GMT- IP address: 66.249.80.131
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2020-10-01 - 4:00:47 PM GMT- IP address: 66.249.80.145
-  Document e-signed by Brad Jackson (jackson_b@auhsd.us)
Signature Date: 2020-10-01 - 4:00:54 PM GMT - Time Source: server- IP address: 142.129.131.249
-  Agreement completed.
2020-10-01 - 4:00:54 PM GMT

CONFLICT OF INTEREST CODE**6203.01 (9270)**

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

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

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

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

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

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

Conflict of Interest under the Political Reform Act

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

CONFLICT OF INTEREST CODE**6203.01 (9270)**

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

CONFLICT OF INTEREST CODE**6203.01 (9270)**

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.

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)

CONFLICT OF INTEREST CODE**6203.01 (9270)**

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.

CONFLICT OF INTEREST CODE**6203.01 (9270)**

Legal Reference:

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)

CONFLICT OF INTEREST CODE**6203.01 (9270)**

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: TBD

S

CONFLICT OF INTEREST CODE**6203.01 (9270)**

Exhibit A
Anaheim Union High School District
LIST OF DESIGNATED POSITIONS
CONFLICT OF INTEREST CODE

<u>DESIGNATED POSITIONS</u>	<u>Disclosure Categories</u>
Governing Board, Superintendent, and Public Information Officer	
Members of the Board of Trustees	OC-01
Superintendent	OC-01
District Counsel	OC-01
Public Information Officer (PIO)	OC-02
Personnel Commission and Staff:	
Members of the Personnel Commission	OC-01
Executive Director, Classified Personnel	OC-01
Educational Services:	
Assistant Superintendent, Educational Services	OC-01
Chief Technology Officer	OC-01
Chief Academic Officer	OC-01
Director, Assessment and Evaluation	OC-01
Director, English Learner and Multilingual Services	OC-01
Coordinator, Foster Youth and McKinney-Vento District	OC-01
Coordinator, Professional Learning	OC-01
Coordinator, Special Youth Services	OC-01
Director, Curriculum and Instruction	OC-01
<i>Director, Innovative Programs and Cambridge Virtual Academy</i>	OC-01
Director, Special Programs	OC-01
Director, Special Youth Services	OC-01
Director, Student Support Services	OC-01
Program Administrator, Career Readiness and Innovative Programs	OC-01
Program Administrator, International Student Relations and Services	OC-01
Business Services:	
Accounting Manager	OC-01
Assistant Superintendent, Business Services	OC-01
Assistant Director, Food Services	OC-37
Buyer	OC-05
Controller	OC-01

CONFLICT OF INTEREST CODE**6203.01 (9270)**

Director, Business Operations	OC-01
Director, Facilities	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
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

CONFLICT OF INTEREST CODE**6203.01 (9270)**

**Exhibit B
Anaheim Union High School District**

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



September 10, 2020

Ms. Jennifer Root
Assistant Superintendent, Business Services
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801

Dear Assistant Superintendent Root:

Thank you for your interest in contracting with our firm for non-audit services. This letter outlines the understanding of the terms and objectives of the consulting engagement between Eide Bailly LLP (Eide Bailly) and Anaheim Union High School District.

Scope of Engagement

We will provide consulting services per your request to provide Associated Student Body training virtually. The District requests three separate Zoom meetings, on three separate days, for two hours each. Two meetings would be after school and one meeting would be during the school day. The cost for each workshop is \$1,750.

Our engagement will be performed under the *Statements on Standards for Consulting Services* issued by the American Institute of Certified Public Accountants (AICPA). We will not provide audit, review, compilation or financial statement preparation services to any historical or prospective financial information or provide attestation services under the AICPA *Statements on Standards for Attestation Engagements* and assume no responsibility for any such information.

You will provide us, as promptly as possible, all requested information and documentation reasonably deemed necessary or desirable by us in connection with the engagement. You represent and warrant that all information and documentation provided or to be provided to us is true, correct and complete, to the best of your knowledge and belief. We are authorized to rely upon such information and documentation without independent investigation or verification.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Eide Bailly, LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing audit services for Anaheim Union High School District.

Timeline

We will begin our procedures upon acceptance of this engagement agreement. We would expect to have our work completed within the 2020-21 calendar year, September 10, 2020 through June 30, 2021, upon receipt of all required data. This timetable assumes the timely receipt of requested information and the cooperation of the parties involved. If delays are experienced in receiving information, the delivery of our work will be delayed accordingly.

Fees

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

Eide Bailly Staff	Hourly Fees
Partner / Principal / Senior Manager / Director	\$250
Consultant / Manager / Consulting Manager	\$225
Senior Associate	\$175
Associate	\$150
Paraprofessional (administration)	\$100

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our procedures are completed, you will be billed for services to the date of termination. All bills are payable upon receipt.

Anaheim Union High School District accepts responsibility for the results of the services being provided and agrees to perform the following functions in connection with this engagement:

- Make all management decisions and perform all management functions.
- Designate a competent individual to oversee the services.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of the services.
- Establish and maintain internal controls, including monitoring ongoing activities.

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice (“Mediation Notice”) to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association (“AAA”).

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Rancho Cucamonga, California.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

Governing Law and Venue

We both agree to submit any unresolved Dispute to trial by a federal or state court venued in Minneapolis, Minnesota. This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota (regardless of the laws that might be applicable under the principles of conflict of law) as to all matters including without limitation, matters of validity, construction, effect, and performance.

LIMITATION OF DAMAGES AND NO PUNITIVE DAMAGES

The exclusive remedy available to you in any adjudication proceeding shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement and/or under applicable professional standards, such damages will be limited to no more than two times fees paid under this agreement. In no event shall we be liable to you for any punitive or exemplary damages, or for attorneys’ fees.

TIME LIMITATION

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. We both agree that, notwithstanding any statute of limitations that might otherwise apply to a Dispute, it is reasonable that you may not bring any legal proceeding against us unless it is commenced within twenty-four (24) months (“Limitation Period”) after the date when we deliver our report, return or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the agreed-upon procedure report.

The Limitations Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

INDEMNITY

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively “Eide Bailly”) shall be responsible for or liable to you for any misstatements in your financial statements and/or tax return that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not

they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement including our respective responsibilities. If you have any questions, please let us know.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Respectfully,



Caroline A. Larson
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Anaheim Union High School District by:

Name & Signature: Jennifer Root

Title: Assistant Superintendent, Business

Date: _____

**AMENDMENT TO THE AGREEMENT
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
NB CONSULTING ENGINEERS, INC.**

This Amendment Agreement is made and entered into this 16th day of October, 2020 (“Effective Date”), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92801 (“District”), and **NB Consulting Engineers, Inc.**, 2102 Business Center Dr., Suite 130, Irvine, California 92612 (“Engineer”), for engineering services.

WHEREAS, the District and Engineer entered into an agreement on July 17, 2015, setting forth the terms and conditions under which the Engineer would perform professional engineering services (“Agreement”), in connection with the District’s facilities and maintenance projects requiring engineering services (“Project” or “Projects”);

WHEREAS, the term of the Agreement is from July 17, 2015 to July 17, 2020;

WHEREAS, the Board of Trustees of the District limited the annual expenditures under the agreement not to exceed \$500,000;

WHEREAS, the scope of services under the Agreement have expanded due to additional Projects;

WHEREAS, the District and Engineer desire to amend the Agreement;

NOW, THEREFORE, District and Engineer hereby agree to modify the Agreement with the following:

1. The term of this Agreement shall be extended until March 31, 2021. Neither District nor Consultant shall have any obligations to the other after March 31, 2021 unless and until a written extension agreement is entered into between the parties.
2. This Agreement shall increase the not to exceed amount to be paid to the Engineer by \$80,000, for a total not to exceed of \$580,000.
3. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF, this Amendment Agreement entered into as of the day and year first written above.

DISTRICT

ENGINEER

Anaheim Union High School District

NB Consulting Engineers, Inc.

Jennifer Root
Assistant Superintendent, Business

Sean Niknafs, P.E.
Principal

CHANGE ORDER NO.1

(Additive)

PROJECT: Bid #2020-11 Electric Bus Charging Station ExpansionTO: Red Dragon Electric, Inc.

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

DESCRIPTION OF CHANGE:

Work Order #1 – Upgrade new switchgear and add conduits
 Credit for Contract Allowance not used

COST (This cost shall not be exceeded.):

Original contract price:	\$ 220,000
Change Order amount:	\$ (35,860.75)
New contract price:	\$ 184,139.25

TIME FOR COMPLETION:

Original completion date:	152 consecutive calendar days
Time for completion of Change Order:	no change
New completion date:	152 consecutive calendar days

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

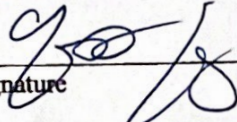
No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

Bid 2020-11

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

CONTRACTOR

By: 
Signature

Alfredo Lopez
Print Name

President
Title

10/05/2020
Date

DISTRICT

By: _____
Signature

Jennifer Root, Ed.D.
Print Name

Assistant Superintendent, Business
Title

Date



Facilities Planning, Design and Construction
 501 Crescent Way ~ P.O. Box 3520
 Anaheim, CA 92803-3520
 Tel: 714.999.5454 Fax: 714.520.5741

Project Name: Electric Bus Charging Station Expansion
 Project Number: 2020-11

P.O. #
 DSA #: n/a

Work Order

To: *Red Dragon Electric, Inc.*
 12643 Hoover Street
 Garden Grove, CA 92841

Work Order # 1

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

1. Upgrade New Switchgear and add conduits and wire to accommodate Anaheim Public Utilities' Connection request.	ADD	\$14,139.25
2. Credit for Contract Allowance not used.	DEDUCT	<\$50,000.25>
	TOTAL DEDUCT	<\$35,860.75>

Not Valid until signed by the Owner.

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, an the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

COST:

Lump Sum <\$35,860.75> Not to Exceed _____

- Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- In accordance with contract unit prices

TIME:

- No Change Impact unknown at this time Impact to contract completion date is estimated at _____ days
- Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. _____ days)

The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Assistant Superintendent, Business		8/24/2020
AUHSD Patricia Neely		8/17/2020
Contractor		08/14/2020
Architect		8-17-2020
Project Manager		8/14/2020
IOR		8/14/2020

Friday, August 14, 2020

**AGREEMENT FOR SPECIAL SERVICES
(FACILITIES)**

I. PARTIES

This Agreement for Special Services (the “Agreement”) is made this 1st day of July, 2020, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the “Law Firm,” and ANAHEIM UNION HIGH SCHOOL DISTRICT, hereinafter referred to as “District.”

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal services for general facilities, purchasing, procurement, and related matters and, upon request, non-legal consultant services on the District’s behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for five years, commencing July 1, 2020, through June 30, 2025. For the period July 1, 2020, through June 30, 2025, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

	<u>July 1, 2020- June 30, 2021</u>	<u>July 1, 2021- June 30, 2022</u>	<u>July 1, 2022- June 30, 2023</u>	<u>July 1, 2023- June 30, 2024</u>	<u>July 1, 2024- June 30, 2025</u>
Senior Partners	\$295.00	\$300.00	\$305.00	\$310.00	\$315.00
Partners/Senior Counsel	\$275.00	\$280.00	\$285.00	\$290.00	\$295.00
Senior Associates	\$270.00	\$275.00	\$280.00	\$285.00	\$290.00
Associates	\$265.00	\$270.00	\$275.00	\$280.00	\$285.00
Electronic Technology Litigation Specialist	\$250.00	\$255.00	\$260.00	\$265.00	\$270.00
Non-Legal Consultants	\$210.00	\$215.00	\$220.00	\$225.00	\$230.00
Senior Paralegals/Law Clerks	\$170.00	\$175.00	\$180.00	\$185.00	\$190.00
Paralegals/Legal Assistants	\$165.00	\$170.00	\$175.00	\$180.00	\$185.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. In addition, the District hereby agrees to pay a 5% per month administrative charge calculated and based on monthly fees billed to cover related operational expenses incurred by the Law Firm. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage. This does not include items listed in paragraph D below.

C. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

D. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent's or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost advances include, but are not limited to, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

E. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

F. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

G. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

H. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

I. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

J. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

K. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

L. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law, the District agrees to pay the Law Firm at rates

higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

VI. CONSENT TO JOINT REPRESENTATION

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this

Agreement shall be deemed “informed consent” for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

VIII. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

IX. IDENTIFICATION OF INSURANCE COVERAGE

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, the District agrees that it is its own responsibility, rather than the Law Firm’s responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure it. If the District desires that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between the District and the Law Firm to that effect will be required.

X. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

XI. DURATION

This Agreement shall be effective July 1, 2020, through June 30, 2025, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days’ written notice.

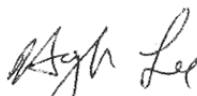
XII. EXECUTION DATE

This Agreement is entered into this ___ day of _____, 2020.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: 9/29/2020

By: 
HUGH W. LEE

“District”

ANAHEIM UNION HIGH SCHOOL DISTRICT

Dated: _____

By: _____
Jennifer Root, Ed.D.
Assistant Superintendent, Business

AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as “DISTRICT,” and Blessed Transportation and Associates, Inc., hereinafter referred to as “CONTRACTOR”.

WHEREAS DISTRICT is in need of special services on a limited basis;
WHEREAS, DISTRICT is in need of special services; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services. The CONTRACTOR will provide the following services:

CONTRACTOR will provide transportation services for student to and from Marden School, located in Irvine, California. Services may also include any other tasks that the PARTIES may agree upon.

- a. DISTRICT will provide the address of pickup for the student.
- b. DISTRICT will provide any history that the student has regarding any acts of violence, destruction of property, or harm to one’s self.
- c. DISTRICT will provide any other supplemental supplies necessary for the student’s transportation (i.e. if the student cannot travel without music device, iPad, or another type of learning device.)
- d. DISTRICT will provide the parent’s names(s) and phone numbers(s) so that the CONTRACTOR can contact the student’s parents as needed.

DISTRICT will use Special Education Funds (2830) for services provided to students from the following nonpublic school site: Marden School

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on September 23, 2020, and will diligently perform as required and complete performance by June 30, 2021.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Twenty-Eight Thousand Dollars (\$ 28,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: The district will pay CONSULTANT at the rate of \$140.00 per day for the total days billed. Payment is due within 30 days of invoice. This rate is based on a non-cancel agreement. The not to exceed amount assumes 200 days of service.

In the event the student is unable to attend school, the parents of the student or the DISTRICT must give notice to the CONTRACTOR no later than 6:00 p.m. the day before the absence. If the advance notice is not given in accordance, the DISTRICT agrees to pay the CONTRACTOR a flat absence fee at the rate of \$70.00 for the day.

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents 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 Workers' Compensation.

CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT.

CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: None.

7. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention

to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty days (15) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (15) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Each party (hereafter "Indemnified Party") agrees to and does hereby indemnify, hold harmless other party Indemnified Party and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Indemnified Party or any person, firm or corporation employed by the Indemnified Party, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the Indemnified Party or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the Indemnified Parties' officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Indemnified Party, or any person, firm or corporation employed by the Indemnified Party, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether

said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the negligence or willful misconduct of the Indemnified Party or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance. CONTRACTOR shall insure CONTRACTOR's activities in connection with the services under this AGREEMENT and agrees to carry insurance to ensure CONTRACTOR's ability to adhere to the indemnification requirements under this agreement.

11.1 CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with A, VII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with CONTRACTOR's fulfillment of the obligations under this AGREEMENT:

- a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits of \$1,000,000 for the following:
 - (1) Each Occurrence
 - (2) Products/Completed Operations Aggregate
 - (3) Personal and Advertising Injury
 - (4) General Aggregate (Not Applicable to the Comprehensive Form)

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least \$1,000,000 for each occurrence.

- b. Business Automobile Liability Insurance for owned, scheduled, non-

owned, or hired automobiles with a combined single limit no less than \$1,000,000 for each occurrence.

- c. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.
 - d. Worker's Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety ACT and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.
 - e. 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
- 11.2 No later than 5 days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, and prior to commencing the services under this AGREEMENT, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

CONTRACTOR shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating, "Such insurance as is afforded by this policy shall be

primary, and any insurance carried by DISTRICT shall be excess and noncontributory.” Failure to maintain the above-mentioned insurance coverages shall be cause for termination of this AGREEMENT.

12. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

13. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’s general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR’s business, the services, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

14. 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.

15. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful

discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:

Brad Minami
Anaheim Union High School District
501 N. Crescent Way
Anaheim, California 92801

CONTRACTOR:

Ricardo Gonzalez
Blessed Transportation and Associates, Inc.
501 S. Falcon St.
Anaheim, CA 92804

20. 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.

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings: The headings contained in this AGREEMENT are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to the headings

23. Counterparts: This AGREEMENT may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the AGREEMENT, and the AGREEMENT shall not be binding on any party until all parties have signed it.

24. Authorized signatures: The individual signing this AGREEMENT warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the AGREEMENT and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

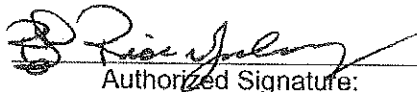
THIS AGREEMENT IS ENTERED INTO THIS 10th day of October 2019 .

Blessed Transportation & Associates, Inc.

Anaheim Union High School District

09 / 22 / 2020

Date:


Authorized Signature:

Ricardo Gonzalez
President

Date:

Authorized Signature:

Brad Minami
Director, Purchasing and Central Services

Federal Identification Number
52-1590951

Enter Number or Initial

If a company/corporation is being approved, the signature must be that of a responsible person.



SPECIAL SERVICES AGREEMENT

THIS AGREEMENT is effective October 16, 2020, and it is made by and between DFA, LLC, hereinafter referred to as "CONTRACTOR," and the Anaheim Union High School District, hereinafter referred to as "District." DISTRICT and CONTRACTOR shall be collectively referred to as the Parties.

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

WHEREAS, DISTRICT is in need of special services and advice in business, financial, economic, accounting, engineering, or administrative matters; and

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to provide the special services and reports required.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Work. CONTRACTOR shall provide a GASB 75 actuarial valuation report as of July 1, 2020. The scope of services will be in accordance with the CONTRACTOR's proposed scope of service and fees dated October 16, 2020, attached. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. CONTRACTOR'S services are to be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principals and practices of his/her profession.

The DISTRICT will prepare and furnish to the CONTRACTOR upon request such information as is reasonably necessary to the performance of the CONTRACTOR to this Agreement.

2. Term. CONTRACTOR will commence providing services under this Agreement upon notification of Board approval, and will diligently perform as required and complete said performance following receipt of all requested data from the DISTRICT, subject to termination as set forth in this Agreement. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to Section 1 of this Agreement a total fee of exactly five thousand five hundred dollars for the valuation and seven hundred and fifty dollars for each rollforward disclosure. DISTRICT shall pay this total fee to the CONTRACTOR within thirty (30) days of the DISTRICT's receipt of a draft actuarial report and invoice from CONTRACTOR. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT. DISTRICT may withhold or delay any payment should CONTRACTOR fail to comply with any of the provisions set forth in this Agreement. CONTRACTOR shall have the reasonable expectation of receiving all requested data from the DISTRICT that CONTRACTOR requires in order to perform services hereunder.
4. Independent Contractor. CONTRACTOR, in performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents 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 Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement. CONTRACTOR assumes full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR'S employees.
5. Duty to Provide Fit Workers. CONTRACTOR shall at all times enforce strict discipline and good order among its employees and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of CONTRACTOR to ensure compliance with this section. Any person in the employ of the CONTRACTOR whom DISTRICT may deem incompetent, unfit intemperate, troublesome or otherwise undesirable shall be excluded from the work site and shall not again be employed onsite without written consent of DISTRICT.
6. Copyright. CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of DISTRICT and cannot be used without DISTRICT'S express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT.
7. Hold Harmless. CONTRACTOR agrees to and shall hold harmless and indemnify the DISTRICT, its Governing Board, and its officers, agents, and employees from every claim or demand made 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 or expense sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR upon or in connection with the services called for in this agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, its Governing Board, and its officers, employees, or agents.
- (b) Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT, its officers, employees, or agents.

The CONTRACTOR, at CONTRACTOR'S expense, cost and risk, shall defend any and all actions, suits, or other proceeding that may be brought or instituted against the DISTRICT, its Governing Board, and its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, and its officers, agents, or employees in any action, suit, or other proceedings as a result thereof.

- 8. Records. CONTRACTOR shall prepare and maintain accurate and complete financial records of its costs as they relate to the services provided by this Agreement. Financial records shall be retained for at least four (4) years from the date of final payment or until audit findings are resolved, whichever is longer. CONTRACTOR will maintain the confidentiality of all records, including billings, in accordance with all applicable County, State, and Federal statutes and regulations. CONTRACTOR shall inform all its officers, employees, and agents of their responsibility for maintaining the confidentiality provisions of this section.
- 9. Inspection and Audit. DISTRICT shall have access for the purpose of auditing or examining any records of CONTRACTOR pertinent to this Agreement. CONTRACTOR shall maintain records of services provided and financial records for a period of four (4) years, unless such period is waived by DISTRICT.
- 10. Termination. DISTRICT may, at any time, with or without reason, terminate this Agreement and compensate CONTRACTOR only for services rendered to the date of termination. Written notice by the DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
- 11. Assignment. The obligations of the CONTRACTOR pursuant to this Agreement shall not be assigned by the CONTRACTOR.

12. Compliance with Applicable Laws. The services completed herein must meet approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable CONTRACTOR'S business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services.
13. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, certifies 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 performed pursuant to this Agreement.
14. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sect of such persons. SUBCONTRACTOR agrees to employ persons solely on the basis of merit without regard to race, religion, color, gender, national origin, sexual preference, medical condition, marital status, ancestry, age or physical or mental handicap.
15. Tobacco Use Policy. In the interest of public health, DISTRICT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the DISTRICT. Failure to abide with conditions of this policy could result in the termination of this Agreement.
16. Notice. All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this Agreement, the addresses of the parties are as follows:

CONTRACTOR: DFA, LLC
 228 Shorebreaker Drive
 Laguna Niguel, CA 92677
 Attn: Brian Demsey, Actuary

DISTRICT: Anaheim Union High School District
 501 North Crescent Way
 Anaheim, CA 92801
 Attn: Ms. Diana Gaeta, Director, Risk Management

17. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
18. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
19. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.
20. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
21. Entire Agreement/Amendment. This Agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

IN WITNESS WHEREOF, the Parties hereto set their hands.

CONTRACTOR:

DISTRICT:

Brian R Demsey
 (Signature, Authorized Representative)

 (Signature, Authorized Representative)

Brian Demsey
 Signer's Name

Jennifer Root
 Name

Actuary
 Title

Assistant Superintendent, Business
 Title

14-1841288
 (Taxpayer Identification Number)

September 17, 2020
 (Date)

 (Date)

A PROPOSAL TO PROVIDE PHARMACY BENEFIT MANAGEMENT SERVICES ANAHEIM UNION HIGH SCHOOL DISTRICT

12/13/2019

REVISED 02/18/2020 (CHANGES HIGHLIGHTED)

All of the materials in this proposal and any materials subsequently disclosed in any media form that relate to this proposal ("Proposal Materials") are confidential and the sole and exclusive proprietary property of Express Scripts Holding Company, and all rights, titles and interests are vested in Express Scripts. The Proposal Materials are provided to Sponsor for its exclusive use, and for the sole purpose, to evaluate Express Scripts prescription-drug program. The Proposal Materials may not be distributed, copied or made available for review or use to any other party. If you use any consultant or other party to review the Proposal Materials, you may divulge the Proposal Materials to them on the condition that each recipient agrees to be bound by the restrictions Express Scripts has placed on the use and disclosure of the Proposal Materials. This disclaimer is applicable to any recipient assisting or participating in the evaluation of these Proposal Materials on behalf of Sponsor.

EXHIBIT A

PRICING TERMS AND PHARMACY PROGRAM FEES

Exhibit A-1

Billing, Payment, and Miscellaneous Pricing Terms

Exhibit A-2

Claims Reimbursement Rates

Exhibit A-3

Rebates

Exhibit A-4

Administrative Services and Clinical Program Fees

Exhibit A-5

Inflation Protection Program

Exhibit A-1Term, Billing, Payment, and Miscellaneous Pricing Terms

1. **TERM.** This Agreement will commence as of 01/01/2021 and will continue for a period of three years (3) (“Initial Term”). The Initial Term plus any renewal terms will be known as the Term (“Term”). Thereafter, this Agreement will automatically renew with the same terms and conditions as set forth herein for successive one (1) year renewal terms, subject to the right of termination as otherwise provided herein. Not less than ninety (90) days prior to the end of the Initial Term or any renewal term of this Agreement either party may notify the other party in writing that it desires to terminate this Agreement effective as of the end of the then current term.

2. **BILLING AND PAYMENT.**
 - a. **Billing.** ESI will invoice Sponsor weekly for all applicable Fees.

 - b. **Payment.** Sponsor will pay ESI by wire, ACH transfer or pre-authorized debit within two (2) days from the date of Sponsor’s receipt of each ESI invoice. Sponsor will be responsible for all costs of collection, and agrees to reimburse ESI for such costs and expenses, including reasonable attorneys’ fees. All amounts not paid by the due date thereof will bear interest at the rate of 1.5% per month or, if lower, the highest interest rate permitted by law. ESI may apply amounts otherwise owed to Sponsor against any unpaid Fees.

3. **PHARMACY MANAGEMENT FUND (“PMF”)**
 - a. ESI will provide up to \$7.00 per Member implemented as of the Effective Date to reimburse the actual, fair market value of: (i) expense items and services related to transitioning, administering, and implementing the pharmacy benefit initially and throughout the term, such as, custom ID Cards, IT programming, custom formulary letters, member communications, and benefit set-up quality assurance; and/or (ii) mutually agreed upon expense items and services related to implementation of additional clinical or other similar programs provided by ESI throughout the Term; in either case subject to submission of adequate documentation to support reimbursement within 180 days of incurring the applicable expense. Both Sponsor and ESI (upon agreement from Sponsor) may use the PMF to cover the fair market value of expenses for projects requiring joint resources. All reimbursement under the PMF is subject to ESI’s standard PMF business practices for all clients.

 - b. Sponsor represents and warrants that: (i) it will only request reimbursement under the PMF for its actual expenses incurred in transitioning, administering, and implementing the pharmacy benefit managed by ESI hereunder, and/or the additional clinical or other similar program provided by ESI throughout the Term; (ii) that the applicable service, item or program was actually performed or provided; (iii) the amount of the reimbursement is equal to or less than the reasonable fair market value of the actual expenses incurred by Sponsor; (iv) it will notify and disclose the amount and the terms of any PMF reimbursements to Members and other third parties to the extent required by applicable laws and regulations. In addition, if the Sponsor and the Plan are subject to ERISA, Sponsor represents and warrants that it will only request reimbursement under the PMF for items or services for which Sponsor, in the absence of the PMF, would be allowed reimbursement from the Plan (i.e., not “settlor functions”).

 - c. Sponsor shall comply with all applicable federal and state requirements, including, but not limited to, all applicable federal and state reporting requirements with respect to any expense, item or service reimbursed under this section. ESI reserves the right to periodically audit the books and records of Sponsor on-site, during normal business hours and after giving reasonable advance notice, for the purposes of verifying Sponsor’s compliance with the PMF requirements set forth in this Agreement.

 - d. ESI intends to amortize the PMF over the Initial Term of the Agreement on a straight-line basis. In the event of a termination of this Agreement for any reason other than ESI’s uncured material breach prior to the expiration of the Initial Term, Sponsor will reimburse ESI an amount equal to any paid but unamortized portion of the PMF. Reimbursement to ESI by Sponsor pursuant to this Section will not be in lieu of any

other rights or remedies ESI may have in connection with the termination of this Agreement, including monetary or other damages. PMF reimbursements shall not be paid prior to the Effective Date of this Agreement and are not payable until this Agreement is executed. Sponsor will have no right to interest on, or the time value of, any PMF, and unused funds shall be retained by ESI.

4. **THIRD PARTY COMMISSIONS.** Sponsor hereby directs and authorizes ESI to facilitate the payment of a one-time payment of \$50,000.00 to Gallagher (“Broker”) on behalf of Sponsor for the broker and related services Broker provides to Sponsor. Additionally, Sponsor hereby directs and authorizes ESI to facilitate the payment for one-time payment of \$38,000 for one post-implementation audit and two payments of \$45,000 for two annual financial claims audit. ESI agrees to facilitate the commissions subject to the following:
 - a. Sponsor has executed this Agreement, and Sponsor is current in its payment obligations to ESI. ESI understands that Sponsor may direct ESI to cease paying commissions, and Sponsor shall hold ESI harmless with respect to any dispute between Sponsor and Broker regarding the commissions if ESI has paid such commission in accordance with the terms above.
 - b. Sponsor hereby confirms that the commissions are fair and reasonable, commensurate with other standard commissions in the industry and not in violation of any law or regulation. ESI will not pay per prescription commissions on Medicare subsidy utilization.
5. **MARKET CHECK.** Following the initial 18 months of this Agreement (but not before), Sponsor or its designee may provide ESI with a written comparison, prepared by an independent pharmacy benefit management consultant, for pharmacy benefit management services offered by a third party PBM provider which includes and takes into account similar plan design, Formulary, clinical and trend programs, retail pharmacy, mail pharmacy, and specialty pharmacy mix and utilization, demographics and other relevant factors necessary to provide an appropriate comparison (“Sponsor’s Current Market Price”). Sponsor’s Current Market Price will be measured on the basis of a total, aggregate comparison of the pricing terms offered by a single vendor to a single plan, and not on the basis of individual or best price points available from multiple vendors to a single plan or a single vendor to multiple plans. A copy Sponsor’s Current Market Price analysis prepared by the consultant will be submitted to both Sponsor and to ESI. The consultant will also provide a reasonably detailed description of the methods and assumptions used in the analysis including the methods and assumptions related to the calculation of the individual pricing components and the Net Plan Costs, as defined below. ESI shall have a reasonable opportunity (i.e., not less than fifteen (15) business days) to evaluate Sponsor’s Current Market Price. If the comparison analysis concludes that Sponsor’s Current Market Price would yield an annual one percent (1%) or more savings of “Net Plan Costs” (with Net Plan Costs defined as the sum of the cost of Covered Drugs, dispensing fees, and claims Administrative Fees, less Rebates received by Sponsor) under the Agreement, then the parties shall negotiate in good faith a modification of the pricing terms herein. The revised pricing terms will become effective on the first day of the contract year following the issuance of the report or sixty (60) days following a fully executed amendment or agreement memorializing the revised pricing terms, whichever is later. The market check shall be at Sponsor’s expense, except that ESI shall be responsible for its costs related to responding to the market check.
6. **PRICING CONDITIONS.** In the event one or more of the following occurs (whether between the date of the proposal and the Effective Date, or during the Term), ESI will have the right, upon notice, to make an equitable adjustment to the rates, Administrative Fees and/or Rebates, solely as necessary to return ESI to its contracted economic position as of the effective date of such event:
 - a. Sponsor’s Membership falls below 6,000 Members;
 - b. Sponsor has Members enrolled in a 100% co-payment plan (plans where Sponsor has no liability for the payment of pharmacy claims);
 - c. Sponsor has greater than 10% of total utilization for all Plans attributable to a consumer driven health plan (CDHP);
 - d. There is a material change in the demographics of Sponsor’s Membership compared to data provided by Sponsor;

- e. Sponsor changes its Formulary, benefit designs, implements OTC plans, clinical or trend programs or otherwise takes an action that has the effect of lowering the amount of Rebates earned hereunder or materially impacting any guarantee;
- f. Sponsor elects to use on-site clinics or pharmacies to dispense prescription drugs to Members which materially reduces Rebates and/or the number of Covered Drug claims submitted to ESI;
- g. There is a material change to the manner in which AWP is calculated or reported for Brand Drugs and/or Generic Drugs.
- h. If there is a change in drug mix of more than 5% within a therapeutic category, ESI may make an appropriate adjustment to the specialty net effective discount guarantee and specialty rebate guarantees; or
- i. If Sponsor's mix or utilization of drugs in the Hepatitis C class materially differs from the data provided to ESI for the purposes of establishing pricing or from Sponsor's historical mix and utilization, ESI may equitably adjust the Rebate guarantees accordingly.

Further, if ESI's ability to provide the financial terms herein are adversely affected due to Brand Drugs moving off-patent to generic status, due to another action by a manufacturer, due to any other industry or market condition, or due to a Change in Law, an appropriate adjustment will be made to the reimbursement rates, financial guarantees, Administrative Fees, and/or Rebates hereunder.

Exhibit A-2Claims Reimbursement Rates

Sponsor will pay to ESI for each Prescription Drug Claim dispensed or processed pursuant to the terms of this Agreement. Sales or excise tax or other governmental surcharge, if any, will be the responsibility of Sponsor.

1. BASE ADMINISTRATIVE FEES.

- 1.1. Sponsor will pay ESI the following base Administrative Fees on all claims processed by ESI under this Agreement. These shall be in addition to any other Administrative Fees set forth in this Agreement.

	Per Prescription Drug Claim
Commercial	\$0.00

2. PARTICIPATING PHARMACY AND ESI MAIL PHARMACY AVERAGE AGGREGATE ANNUAL INGREDIENT COST AND DISPENSING FEE GUARANTEES (DOES NOT APPLY TO SPECIALTY PRODUCTS).**2.1. Participating Pharmacy Commercial Ingredient Cost and Dispensing Fee Guarantees****a. National Plus Network**

National Plus Network		1-83 Days' Supply	Smart 90 Walgreens Exclusive 84-90 Days' Supply	Smart 90 Walgreens Voluntary 84-90 Days' Supply
Brands	Average Annual Ingredient Cost Guarantee	AWP- 18.25%	AWP- 24.00%	AWP- 22.50%
	Dispensing Fee/Rx Guarantee	\$0.80	\$0.00	\$0.80
Generics	Average Annual Ingredient Cost Guarantee	Year 1: AWP- 82.75% Year 2: AWP- 83.00% Year 3: AWP- 83.25%	Year 1: AWP- 85.50% Year 2: AWP- 85.75% Year 3: AWP- 86.00%	Year 1: AWP- 83.75% Year 2: AWP- 84.00% Year 3: AWP- 84.25%
	Dispensing Fee/Rx Guarantee	\$0.80	\$0.00	\$0.80

2.2. ESI MAIL PHARMACY PRICING (DOES NOT APPLY TO SPECIALTY PRODUCTS)**a. Commercial Ingredient Cost and Dispensing Fee Guarantees (Does not apply to Specialty Products)**

ESI Mail Pharmacy		
Brands	Average Annual Ingredient Cost Guarantee	AWP- 24.25%
	Dispensing Fee/Rx Guarantee ¹	\$0.00
Generics	Average Annual Ingredient Cost Guarantee	Year 1: AWP- 86.00% Year 2: AWP- 86.25% Year 3: AWP- 86.50%
	Dispensing Fee/Rx Guarantee ¹	\$0.00

¹Dispensing fee guarantees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the dispensing fee guarantee will not be increased to reflect such increase(s).

3. SPECIALTY PRODUCT PRICING

- 3.1. Adjudication Rates. Sponsor will be charged for Specialty Products at the rates and dispensing fees set forth on the Specialty Product List. The Specialty Product List and the rates contained therein are subject to addition, deletion, or modification by ESI from time to time.

- 3.2. Dispensing Fee for Specialty Products. There will be a dispensing fee of \$0.80 for Specialty Products dispensed through Participating Pharmacies and a dispensing fee of \$0.00 for Specialty Products dispensed through the ESI Specialty Pharmacy. Dispensing fees are inclusive of shipping and handling. If carrier rates (i.e., U.S. mail and/or applicable commercial courier services) increase during the term of this Agreement, the dispensing fee will not be increased to reflect such increase(s).
- 3.3. Average Annual Ingredient Cost Guarantees. The following pricing guarantees shall apply to Specialty Products.

Aggregate ESI Specialty Pharmacy & Participating Pharmacy ¹	
	Exclusive ²
Average Aggregate Annual Ingredient Cost Guarantee	Year 1: AWP- 18.00% Year 2: AWP- 18.25% Year 3: AWP- 18.50%
Average Aggregate Annual LDD Ingredient Cost Guarantee	AWP- 14.00%

¹In addition to the general exclusions identified in this Agreement, all non-Specialty Products, Claims not dispensed through the ESI Specialty Pharmacy, and all Exclusive or Limited Distribution Products are excluded from this guarantee.

²This guarantee shall only apply to Plans for which the ESI Specialty Pharmacy is the exclusive pharmacy that may fill Specialty Products for Members, other than Exclusive or Limited Distribution Products not available at the ESI Specialty Pharmacy.

Open ESI Specialty Pharmacy ¹	
	Open
Average Annual Ingredient Cost Guarantee	Year 1: AWP- 17.00% Year 2: AWP- 17.25% Year 3: AWP- 17.50%
Average Annual LDD Ingredient Cost Guarantee	AWP- 12.50%

¹In addition to the general exclusions identified in this Agreement, all non-Specialty Products, Claims not dispensed through the ESI Specialty Pharmacy, and all Exclusive or Limited Distribution Products are excluded from this guarantee.

- 3.4. The Specialty Pricing offered assumes a days' supply consistent with the ESI Specialty Pharmacy 30 Days' Supply Program.
- 3.5. ASES. For Specialty Products needing an additional charge to cover costs of all ASES required to administer the Specialty Products, ESI or ESI Specialty Pharmacy will bill, at ESI's option, either the Sponsor's medical plan or the Sponsor directly at the following standard per diem and nursing fee rates set forth below, maintained and updated by ESI from time to time. If ESI elects to bill Sponsor's medical plan for ASES, Sponsor will work with ESI to coordinate the invoicing and payment of ASES through Sponsor's medical plan. If Sponsor's medical plan will not cover the cost of ASES billed through ESI or ESI Specialty Pharmacy, Sponsor shall be responsible for the costs of all ASES. Unless otherwise set forth in an agreement directly between ESI Specialty Pharmacy and Sponsor or a Plan, if a Specialty Product dispensed or ASES provided by ESI Specialty Pharmacy is billed to Sponsor or a Plan directly by ESI Specialty Pharmacy instead of being processed through ESI, Sponsor or Plan will timely pay ESI Specialty Pharmacy for such claim pursuant to the rates below and within thirty (30) days of Sponsor's, Plan's, or its designee's, receipt of such electronic or paper claim from ESI Specialty Pharmacy. ESI Specialty Pharmacy shall have 360 days from the date of service to submit such electronic or paper claim.

Therapeutic Class	Brand Name	Nursing & Per Diem
Immune Deficiency	All Immune Deficiency Drugs requiring Per Diem	\$60.00 / Infusion

Enzyme Deficiency	All Enzyme Deficiency Drugs required Per Diem	\$60.00 / Infusion
Miscellaneous Specialty Conditions	Duopa	\$65.00 / Day
Miscellaneous Specialty Conditions	Soliris	\$60.00 Infusion
PAH	Flolan , Veletri, Epoprostenol Sodium (generic-Flolan/Veletri), and Remodulin	\$65.00 / Day
PAH	Ventavis	\$65.00 / Day
PAH	Tyvaso	\$30.00 / Day
Inflammatory Conditions	Remicade	\$60.00 / Infusion
Alpha 1 Deficiency	All Alpha 1 Deficiency Drugs requiring Per Diem	\$55.00/Infusion
Nursing Rates	All drugs / therapies requiring nursing	\$150.00 per initial visit up to two (2) hours/\$75.00 per additional hour or a fraction thereof

4. **COMPOUND DRUG PRICING.**

	ALL YEARS
Compounds (not listed elsewhere)	Lesser of U&C or combined AWP plus service fee

5. **GENERAL PRICING TERMS.** The following terms are applicable to all pricing terms set forth in this Agreement.

- 5.1. **Calculation of Ingredient Cost Guarantees.** ESI will guarantee an average aggregate annual discounts to Sponsor to be calculated as follows:

[1-(total discounted AWP ingredient cost (including any retrospective pharmacy payments) but excluding dispensing fees and ancillary charges, and prior to application of Copayments) of applicable Prescription Drug Claims for the annual period divided by total undiscounted AWP ingredient cost (both amounts will be calculated as of the date of adjudication) for the annual period)]. Discounted ingredient cost will be the lesser of MAC (as applicable), U&C or AWP discount.

- 5.2. **Calculation of Dispensing Fee Guarantees.** ESI will guarantee an average aggregate annual per Prescription Drug Claim dispensing fee to Sponsor to be calculated as follows:

[total dispensing fee of applicable claims for the annual period divided by total claims for the annual period].

- 5.3. **MNOY Guarantee Methodology.** Notwithstanding anything in this Agreement to the contrary, the generic guarantees will include only those Prescription Drug Claims that processed to Sponsor for payment purposes under Sections 2 and 3 above where the underlying prescription drug product was identified by Medi-Span as having a Multi-Source Indicator code identifier of "Y" on the date dispensed (or was identified by Medi-Span as having a Multi-Source Indicator identifier of an "M," "N," or "O" on the date dispensed, but was substituted and dispensed by the ESI Mail Pharmacy as its "house generic"), unless such Prescription Drug Claim is identified in the "Exclusions" section. The brand guarantees will include only those Prescription Drug Claims that processed to Sponsor for payment purposes under Sections 2 and 3 above where the underlying prescription drug product was identified by Medi-Span as having a Multi-Source Indicator code identifier of

“M”, “N”, or “O” on the date dispensed (except in cases where the underlying prescription drug product was substituted and dispensed by the pharmacy as its “house generic”), unless such Prescription Drug Claim is identified in the “Exclusions” section. The application of brand and generic pricing may be subject to certain “dispensed as written” (DAW) protocols and Sponsor or Plan defined plan design and coverage policies for adjudication and Member Copayment purposes. If Medi-Span discontinues reporting Multi-Source Indicator identifiers, ESI reserves the right to make an equitable adjustment as necessary to maintain the parties’ relative economics and the pricing intent of this Agreement. Notwithstanding anything in this Agreement to the contrary, any rebate guarantees set forth in this Agreement will be reconciled using MNOY.

- 5.4. Guarantee Reconciliation Period. The ingredient cost and dispensing fee guarantees under this Agreement will be measured and reconciled on an annual basis within ninety (90) days and for Specialty Product guarantee ninety (90) days of the end of each contract year. ESI will pay the shortfall, if any, between Sponsor’s net cost and the applicable guarantee, excluding claims with \$0 to Sponsor. The guarantees are annual guarantees - if this Agreement is terminated prior to the completion of the then current contract year (hereinafter, a “Partial Contract Year”), then the guarantees will not apply for such Partial Contract Year. To the extent Sponsor changes its benefit design or Formulary during the term of the Agreement, the guarantee will be equitably adjusted if there is a material impact on the discount achieved. Subject to the remaining terms of this Agreement, ESI will pay the difference attributable to any shortfall between the actual result and the guaranteed result.
- 5.5. Exclusions. The following will be excluded from all ingredient cost and dispensing fee guarantees under this Agreement: Specialty Products, coordination of benefit claims, Claims through 340B pharmacies, Subrogation Claims, claims dispensed from an on-site or Sponsor or Plan owned pharmacy, long term care pharmacy claims, home infusion claims, Member Submitted Claims, compounds, OTCs, vaccines, biosimilar products (other than Specialty Product guarantee, and if applicable). Additionally, claims dispensed in Puerto Rico, Guam, Northern Mariana Islands, Virgin Islands, Hawaii, Massachusetts, Alaska, and rural pharmacies will be excluded from the guarantees.
- 5.6. Adjudication Rates. If no adjudication rates are specified herein, each claim will be adjudicated to Sponsor at the applicable ingredient cost, and will be reconciled to the applicable guarantee as set forth herein. The discounted ingredient cost will be the lesser of MAC (as applicable), U&C or the applicable AWP discount. Claims dispensed at ESI Mail Pharmacy will be adjudicated to Sponsor at the applicable ingredient cost, and will be reconciled to the applicable guarantee as set forth herein.
- 5.7. Conditions Applicable to Extended Days’ Supply Pricing. The Extended Days’ Supply pricing set forth in this Agreement shall be subject to certain requirements, as set forth in this Section. Extended Days’ Supply shall mean; (1) for all lines of business other than Medicare or EGWP, any supply of a covered drug of 84 days or greater; and (2) for Medicare or EGWP, if applicable, any supply of a covered drug of 35 days or greater.
- a. Walgreens Smart90 (Exclusive). Certain Participating Pharmacies have agreed to participate, together with the ESI Mail Pharmacy, in the ESI “Smart90 Walgreens Network” extended 84-90 days’ supply network for maintenance drugs (such Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as “ESI’s Smart90 Walgreens Network”). Pricing in the 84-90 days’ supply column set forth in this Agreement is applicable only if Sponsor implements a plan design that requires Members: (i) to fill maintenance drugs (based on ESI’s standard list of identified maintenance drugs) in extended 84-90 days’ supply quantities only (i.e., no 30 day fills except for initial courtesy fill(s)); and (ii) to fill such extended days’ supply at either the ESI Mail Pharmacy or a Participating Pharmacy in the ESI Smart90 Walgreens Network (i.e., Sponsor must implement a plan design whereby Members who fill maintenance drugs for less than an extended 84-90 days’ supply or who fill an extended 84-90 days’ supply at a Participating Pharmacy other than an ESI Smart90 Walgreens Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days’ supply will be the same as for Prescription Drug Claims for less than an 84 days’ supply, and pricing for an 84-90 days’ supply as set forth in this Agreement shall not apply, even if an ESI Smart90 Walgreens Network Participating Pharmacy is used. The co-payment amount must also be level between the ESI Smart90 Walgreens Network and the ESI Mail Pharmacy. If a regulatory body enacts a law, regulation, or other guidance that prohibits the Walgreens Smart90 Program, ESI will adjust Sponsor’s rates accordingly.

- b. Walgreens Smart90 (Exclusive). Certain Participating Pharmacies have agreed to participate, together with the ESI Mail Pharmacy, in the ESI “Smart90 Walgreens Network” extended 84-90 days’ supply network for maintenance drugs (such Participating Pharmacies and the ESI Mail Pharmacy are hereinafter collectively referred to as “ESI’s Smart90 Walgreens Network”). Pricing in the 84-90 days’ supply column set forth in this Agreement is applicable only if Sponsor implements a plan design that requires Members: (i) to fill maintenance drugs (based on ESI’s standard list of identified maintenance drugs) in extended 84-90 days’ supply quantities only (i.e., no 30 day fills except for initial courtesy fill(s)); and (ii) to fill such extended days’ supply at either the ESI Mail Pharmacy or a Participating Pharmacy in the ESI Smart90 Walgreens Network (i.e., Sponsor must implement a plan design whereby Members who fill maintenance drugs for less than an extended 84-90 days’ supply or who fill an extended 84-90 days’ supply at a Participating Pharmacy other than an ESI Smart90 Walgreens Network Participating Pharmacy do not receive benefit coverage under the Plan for such prescription). If no such plan design is implemented, the pricing for such days’ supply will be the same as for Prescription Drug Claims for less than an 84 days’ supply, and pricing for an 84-90 days’ supply as set forth in this Agreement shall not apply, even if an ESI Smart90 Walgreens Network Participating Pharmacy is used. The co-payment amount must also be level between the ESI Smart90 Walgreens Network and the ESI Mail Pharmacy. For coinsurance/percentage co-payments, co-payments could be different at ESI Smart90 Walgreens Network Participating Pharmacy vs. ESI Mail Pharmacy. If a regulatory body enacts a law, regulation, or other guidance that prohibits the Walgreens Smart90 Program, ESI will adjust Sponsor’s rates accordingly.

6. VACCINE CLAIMS (NO VACCINE CLAIMS WILL BE INCLUDED IN ANY PRICING OR REBATE GUARANTEE SET FORTH IN THE AGREEMENT)

6.1. General Terms applicable to Vaccine Claims

- a. “Vaccine Claim” means a claim for a Covered Drug which is a vaccine.
- b. “Vaccine Vendor Transaction Fee” means the data interchange fee that ESI is charged by its third party vendor to convert Vaccine Claims submitted electronically by physicians to NCPDP 5.1 format in order for ESI to process the claim.
- c. Vaccine Claims shall adjudicate at the lower of U&C or the amounts shown in the table below. In the case of Vaccine Claims, the U&C shall be the retail price charged by a Participating Pharmacy for the particular vaccine, including administration and dispensing fees, in a cash transaction on the date the vaccine is dispensed as reported to ESI by the Participating Pharmacy.
- d. The Vaccine Administration Fee for Vaccine Claims for Members enrolled in Sponsor’s Medicaid programs, if any, will be capped at the maximum reimbursable amount under the state Medicaid program in which the Member is enrolled.
- e. All Vaccine Claims will be subject to any Administrative Fees set forth in the Agreement.
- f. Vaccine Claims will be charged a program fee of \$2.50 per Vaccine Claim (except for Medicare Part D covered Vaccine Claims, if applicable). The Vaccine Program Fee will be billed separately to Sponsor as part of the administrative invoice according to the billing frequency set forth in this Agreement.

6.2. Commercial (Including Medicaid and Exchange, if applicable)

	Participating Pharmacy INFLUENZA	Participating Pharmacy ALL OTHER VACCINES	Member Submitted Vaccine Claims (excluding foreign claims)
Vaccine Administration Fee	Pass-Through (capped at \$15 per vaccine claim)	Pass-Through (capped at \$20 per vaccine claim)	Submitted amount

Ingredient Cost	Participating Pharmacy Ingredient Cost as set forth in the Agreement	Participating Pharmacy Ingredient Cost as set forth in the Agreement	Submitted amount
Dispensing Fee	Participating Pharmacy Dispensing Fee as set forth in the Agreement	Participating Pharmacy Dispensing Fee as set forth in the Agreement	Submitted amount
Administrative Fee/Vaccine Claim	Administrative Fee per Prescription Drug Claim as set forth in the Agreement		Administrative Fee per Prescription Drug Claim (plus manual claim administrative fee) as set forth in the Agreement
Vaccine Program Fee	\$2.50 per vaccine claim		N/A

EXHIBIT A-3**Rebates****1. NON-SPECIALTY REBATE AMOUNTS**

1.1. Subject to the conditions set forth in this Agreement, ESI will pay to Sponsor an amount equal to the greater of:

- a. 100% of the Rebates received by ESI; or subject to Sponsor meeting the Plan design conditions identified in the table below, the following guaranteed amounts:
- b. Commercial

Formulary:	National Preferred Formulary			
	Participating Pharmacies			ESI Mail Pharmacy
Days' Supply	1-83	Smart 90 Walgreens Exclusive 84-90	Smart 90 Walgreens Exclusive 84-90	
Per Brand Rx (non-Specialty Products)	Year 1: \$183.00 Year 2: \$207.00 Year 3: \$229.00	Year 1: \$600.00 Year 2: \$650.00 Year 3: \$690.00	Year 1: \$345.00 Year 2: \$398.00 Year 3: \$425.00	Year 1: \$600.00 Year 2: \$650.00 Year 3: \$690.00

1.1 REBATE PAYMENT TERMS

- a. Subject to the conditions set forth herein, ESI shall pay Sponsor the percentage amounts set forth above during each calendar quarter hereunder within approximately one hundred fifty (150) days following the end of such calendar quarter.
- b. On an annual basis, ESI shall reconcile the guaranteed amount set forth above (against the percentage amounts paid to Sponsor quarterly) within two hundred forty (240) days following the end of each contract year and shall credit Sponsor for any deficit on the next invoice immediately following the reconciliation. If, upon reconciliation, the annual aggregate percentage amount paid to Sponsor for the contract year is greater than the guaranteed aggregate amounts, ESI shall be entitled to make up for, and offset, a shortfall in other Rebate guarantee(s) set forth in this Agreement with such excess annual aggregate percentage amount, and such excess amount shall be applied either directly to the other shortfall guarantee(s) or applied as a credit against future Rebate payments (or as a direct invoice amount to be paid by Sponsor, if a credit is not feasible).

2 SPECIALTY REBATE AMOUNTS

2.1 Subject to the conditions set forth in this Agreement and Sponsor meeting the Plan design conditions identified in the table below, ESI will pay to Sponsor the following guaranteed amounts:

- a. Commercial

Formulary:	National Preferred Formulary	
	Participating Pharmacies	ESI Specialty Pharmacy
Per Brand Rx (Specialty Products)	Year 1: \$1,400.00 Year 2: \$1,500.00 Year 3: \$1,600.00	Year 1: \$1,400.00 Year 2: \$1,500.00 Year 3: \$1,600.00

2.2 REBATE PAYMENT TERMS

- a. Subject to the conditions set forth herein, ESI shall pay Sponsor the guaranteed amounts set forth above for during each calendar quarter hereunder within approximately one hundred fifty (150) days following the end of such calendar quarter.

3 CONDITIONS (APPLIES TO ALL REBATES)

- 3.1 ESI contracts for Rebates, if indicated to be paid above, on its own behalf and for its own benefit, and not on behalf of Sponsor. Accordingly, ESI retains all right, title and interest to any and all actual Rebates received. ESI will pay Sponsor amounts equal to the Rebates allocated to Sponsor, as specified above, from ESI's general assets (neither Sponsor, its Members, nor Sponsor's plan retains any beneficial or proprietary interest in ESI's general assets). Sponsor acknowledges and agrees that neither it, its Members, nor its Plan will have a right to interest on, or the time value of, any Rebate payments received by ESI during the collection period or moneys payable under this Section. No amounts for Rebates will be paid until this Agreement is executed by Sponsor. ESI will have the right to apply Sponsor's allocated Rebate amount to unpaid Fees. ESI will retain Manufacturer Administrative Fees on Specialty Products.
- 3.2 Guarantee Exclusions: Member Submitted Claims, Subrogation Claims, biosimilar products, Exclusive or Limited Distribution Products, vaccines, OTC products, coordination of benefit claims, claims older than 180 days, claims through Sponsor-owned, in-house or on-site pharmacies, Specialty Products, Claims through 340B pharmacies, compounds, and claims pursuant to a 100% Member Copayment plan
- 3.3 ESI reserves the right to adjust the Rebate guarantees if Rebate revenue is materially decreased because Brand Drugs move off-patent to generic status or due to a Change in Law.
- 3.4 Sponsor acknowledges that it may be eligible for Rebate amounts under this Agreement only so long as Sponsor, its affiliates, or its agents do not contract directly or indirectly with anyone else for discounts, utilization limits, rebates or other financial incentives on pharmaceutical products or formulary programs for claims processed by ESI pursuant to the Agreement, without the prior written consent of ESI. In the event that Sponsor negotiates or arranges for Rebates or similar discounts for any Covered Drugs hereunder, but without limiting ESI's right to other remedies, ESI may immediately withhold any Rebate amounts earned but not yet paid to Sponsor. To the extent Sponsor knowingly negotiates and/or contracts for discounts or rebates on claims for Covered Drugs without prior written approval of ESI, such activity will be deemed to be a material breach of this Agreement, entitling ESI to suspend payment of Rebate amounts hereunder and to renegotiate the terms and conditions of this Agreement.
- 3.5 Under its Rebate program, ESI may implement ESI's Formulary management programs and controls, which may include, among other things, cost containment initiatives, and communications with Members, Participating Pharmacies, and/or physicians. ESI reserves the right to modify or replace such programs from time to time. Guaranteed Rebate amounts, if any, set forth herein, are conditioned on adherence to various Formulary management controls, benefit design requirements, claims volume, and other factors stated in the applicable rebate agreements, as communicated by ESI to Sponsor from time to time. If any government action, change in law or regulation, change in the interpretation of any law or regulation, or any action by a pharmaceutical manufacturer has an adverse effect on the availability of Rebates, then ESI may make an adjustment to the Rebate terms and guaranteed Rebate amounts, if any, hereunder.
- 3.6 Rebate paid to Sponsor pursuant to this Agreement are intended to be treated as "discounts" pursuant to the federal anti-kickback statute set forth at 42 U.S.C. §1320a-7b and implementing regulations. Sponsor is obligated if requested by the Secretary of the United States Department of Health and Human Services, or as otherwise required by applicable law, to report the Rebate amounts and to provide a copy of this notice. ESI will refrain from doing anything that would impede Sponsor from meeting any such obligation.

Exhibit A-4Administrative Services and Clinical Program Fees**I. Administrative Services**

PBM Services
Customer service for members Electronic/online eligibility submission Standard coordination of benefits (COB) (reject for primary carrier) Electronic claims processing Plan set-up Software training for access to our online system(s) FSA eligibility feeds
Network Pharmacy Services
Pharmacy help desk Pharmacy network management Pharmacy reimbursement Network development (upon request)
Home Delivery Services
Benefit education Prescription delivery — standard
Reporting Services
Web-based Sponsor reporting — produced by ESI Web-based Sponsor reporting — produced by Sponsor Ad hoc desktop parametric reports Claims detail extract file electronic (NCPDP) Load 12 months claims history for clinical reports and reporting Annual Strategic Account Plan report Billing reports Inquiry access to claims processing system
Website Services
Sponsor Website — eService Delivery (Eligibility, Claims, and Benefit Administration), Coverage Management and Appeals, Eligibility File Transfer, Reporting Solutions and Resources Area. My Rx Choices — Helps members make informed medication choices based on cost, health, and safety. Member website portion only. Express-Scripts.com for Members — Access to benefit, drug, health, and wellness information; prescription ordering capability; and customer service. Online Benefit Management — eService web-based application with Claims History, Eligibility Maintenance, and Prior Authorization Add. Mobile App for Members — Includes My Rx Choices, My Medicine Cabinet, Pharmacy Care Alerts, Refills and Renewals, and virtual prescription ID card.
Implementation Package and Member Communications
Member replacement cards printed via web Implementation support New member packets (includes two standard resin ID cards)
Clinical
Concurrent Drug Utilization Review (DUR) Overrides <ul style="list-style-type: none"> • Sponsor requested overrides • Lost/stolen overrides • Vacation supplies

Optional PBM Services

PBM Services	Fee
Manual Submissions	
Member Submit Fee	\$3.00 per claim
Medicaid Subrogation Claims	\$3.00 per paid claim
Medicare Subrogation Claims	\$3.00 per paid claim
Communication with physicians and/or members (e.g., program descriptions, notifications, formulary compliance, non-Medicare EOBs, etc.)	\$1.35/letter plus postage
Medicare Explanation of Benefits (EOB)	\$1.75/letter plus postage
Electronic Medicare Part D EOB	
Electronic Medicare EOB is an e-mail notification to the member informing them at the time of EOB production that their Medicare Part D Explanation of Benefits is available for viewing. Members can opt in/opt out at any time. Electronic EOB includes: <ul style="list-style-type: none"> Email notification to the member Solicitation e-mail sent to registered members Prominent Web messaging 	\$0.95/EOB
Reporting Services	
Custom ad hoc reporting – applies for reporting outside of self-services reporting tool	\$150/hour, with a minimum of \$500
Replacement Member Communication Packets	
Member-requested replacement packets	\$1.50 + postage per packet
Sponsor-requested re-carding	\$1.50 + postage per packet
Communication Fee	
Mail (EHD, SHD & HDE) Programs Announcement Letters and Communications after each Courtesy Fill	No charge for electronic communications Postage (on-going fee) for mailed communications
Smart90 – Voluntary Option Announcement Letters	No charge for electronic communications Postage (on-going fee) for mailed communications
Cost Exceeds Maximum	
Cost Exceeds Maximum (CEM) edit (For non-compound drugs)	\$10,000 CEM limit – included in pricing Custom CEM limit less than \$10,000 - \$0.01 PMPM fee
Cost Exceeds Maximum (CEM) edit (For compound drugs)	Included in pricing
Reviews and Appeals Management	
Initial Determinations and Level 1 Non-urgent Appeals under the UM Program. Examples: prior authorization, step therapy, quantity reviews	UM PMPM charge OR \$55 per initial determination* UM charge
Initial Determinations and Level 1 Non-urgent Appeals for benefit reviews. Examples: copay review, plan excluded drug coverage review, administrative plan design review	\$55 per initial determination*
Initial Determinations and Level 1 Non-urgent Appeals <u>with Level 2 and Urgent Appeal Service</u> for UM, formulary, and benefit reviews - final internal appeals	If Sponsor elects to have ESI perform Level 2 and Urgent Appeals, Sponsor will pay an additional \$10 per initial determination (e.g. UM PMPM charge plus \$10 per initial determination* OR \$65 per initial determination*) to cover the costs of performing the Level 2 and Urgent Appeals services.
Level 2 and Urgent Appeal Service for UM, formulary, and benefit reviews - final internal appeals	\$10 per initial determination*
External Reviews - facilitated by UM company, reviewed by independent review organizations	\$800 per review
Medicare Part B Solution	
Integrated Retail & Mail Program	\$0.42 PMPM
Retail Only Program	\$0.20 PMPM
Program Introductory Letter	\$1.35 / letter + postage
Electronic Prescribing	
Pass-through charge for ePrescribing Eligibility and Formulary transaction fees charged to Sponsor at ESI's preferred rate with data switch such as Surescripts.	

PBM Services	Fee
Custom Laser Messaging	
Each custom laser messaging campaign will run for 3 months and will consist of member targeting based on the Sponsor’s pain point, Consumerology messaging consultation by the Express Scripts Lab, launch of a 90-day custom campaign, to the agreed upon targeted members, and reporting on any key insights or operational metrics from the campaign. The fee is \$40,000 per custom message. A 20% discount will be provided for subsequent 3 month extensions of an active campaign.	
Member Grievances	
Includes: (i) researching grievances related to the Part D benefit, (ii) communicating resolution back to the member, (iii) providing oversight reporting services to Sponsor, and (iv) providing data required for CMS reporting.	\$0.15 PMPM
Retiree Drug Subsidy (RDS)	
RDS enhanced service (ESI sends reports to CMS on behalf of Sponsor)	\$1.12 PMPM for Medicare-qualified members with a minimum annual fee of \$7,500
RDS standard service (ESI sends reports to Sponsor)	\$0.62 PMPM for Medicare-qualified members with a minimum annual fee of \$5,000
• Notice of Creditable Coverage	\$1.35/letter + postage
Enhanced Pharmacy Audit Program	\$0.06/claim

* Initial determination – this is the first review of drug coverage based on the plan’s conditions of coverage. Initial determinations are also referred to as initial reviews, coverage reviews, prior authorization reviews, UM reviews, or benefit reviews.

- The Level 2 and Urgent Appeal Service is an optional service for Sponsors to enroll in and there is an incremental fee of \$10 per initial determination.
- Level 2 and Urgent Appeals are not included in the UM package fees.
- The Level 2 and Urgent Appeal Service fee is not charged per appeal. It is charged for each initial review. This allows Sponsor to better estimate their appeal costs since it is based on the number of initial determinations. The fees cover the legal and operational costs involved with handling final and binding appeal reviews, which includes, but is not limited to: staffing of clinical professionals and supportive personnel, notifications to patients and prescribers, and maintaining a process aligned with state and Federal regulations
- Charges for the Level 2 and Urgent Appeal Service are billed on the monthly admin invoice for completed initial determination for UM, formulary, and benefit reviews. No subsequent charges are incurred when cases are appealed.
- Appeals can be deemed urgent at Level 1 or Level 2. Urgent appeal decisions are final and binding. If a Level 1 Appeal is processed as urgent, there is no Level 2 appeal.

Comprehensive Consumer Directed Health (CDH) Solution

PBM Services	Fee

Required Services and Fee for all CDH Enrollees	
Services <ul style="list-style-type: none"> • Technical Bi-directional data exchange; dedicated operations; 24-hour-a-day, seven-day-a-week monitoring and quality control; performance reporting; and analytics • Decision Support Dedicated CDH member services, Prescription Benefit Review Statements, Retail Pricing Transparency • Member Adherence ScreenRx Preventive Medications • Member Education Proactive, personalized member communications open enrollment tools and member communications library, robust online features, and preventive care proactive, personalized member communications 	Advanced Data Integration, Member Decision Support, Member Adherence and Member Education \$0.48 PMPM
If Sharing Data Only - Required Service and Fee for all Non-CDH Enrollees	
Combined Benefit Management Services to manage combined medical-pharmacy benefits that are not a consumer-directed health (CDH) plan. Services include ongoing management of the data exchange platform with the medical vendor/TPA, production monitoring and quality control, and designated operations team. Combined benefit types may include deductible, out of pocket, spending account, and lifetime maximum.	\$0.10 PMPM per combined accumulator up to maximum of \$0.20 PMPM for existing connection with medical carrier or TPA. Fees to establish connection with new medical carrier or TPA are quoted upon request.

Charges would be in addition to any pricing adjustments if greater than 10 percent of Sponsor's total utilization for all Plans is attributable to a CDHC.

Additional services will be quoted upon request. Postage charges are not included and will be billed to Sponsor.

II. Clinical/Trend Programs.

ESI offers a comprehensive suite of trend and integrated health management programs. These offerings may change or be discontinued from time to time as ESI updates its offerings to meet the needs of the marketplace.

The programs (and corresponding pricing and guarantees) outlined in this section represent a sampling of the programs currently offered by ESI to its clients. ESI may offer additional programs, as well as savings guarantees, under certain conditions. Information concerning such programs, guarantees, and fees, if applicable, is available on request. In addition, the ESI Account Management Team will periodically discuss new programs, guarantees, and fees with Sponsor, which Sponsor may adopt through ESI's standard Set-Up Form process.

Sponsor will select clinical/trend programs during implementation by checking selected options on the Clinical Addendum and on the applicable Set-Up Form. Such Set-Up Forms are incorporated herein by reference as and when executed by the parties. A complete list representing the programs adopted by Sponsor (and corresponding pricing and guarantees) as of the Effective Date is outlined in the Clinical Addendum (executed separately by Sponsor).

Health Choices and Drug Choices

Health Choices	Fee
Concurrent DUR	No charge (included in base offering)
Health Connect 360 The following clinical capabilities may be leveraged: <ul style="list-style-type: none"> • Member Care Support • Physician Support • Pharmacy Support • Plan Management Support 	Lives: 1,000+ Pricing available upon request.
RationalMed	\$0.25 PMPM year 1, \$0.35 PMPM all years following
Pharmacogenomics	2C9/ VKORC1 Warfarin Testing: \$450 per completed test 2C19 Clopidogrel (Plavix) Testing: \$480 per completed test HLA-B*5701 Abacavir Testing: \$625 per completed test CCR5 Maraviroc (Selzentry) Testing: \$2,800 per completed test BCR-ABL Gleevec, Sprycel, Tasigna Testing: \$660 per completed test Entire Pharmacogenomic Portfolio: \$0.04 PMPM
Basic Retrospective DUR	\$0.05 PMPM
Advanced Retrospective DUR: includes all rule categories within the Basic Module plus expanded rule sets.	\$0.10 PMPM
Seniors Retrospective DUR: Health and safety drug issues for members 65+ years of age.	\$0.04 PMPM
Retrospective Bundle: Advanced and Senior Modules	\$0.11 PMPM
MediCUBE/Academic Detailing	<p>A. MediCUBE with clinical pharmacist support \$0.10 PMPM (>100k Lives) or a minimum of \$125,000 per year (<100k Lives)</p> <ul style="list-style-type: none"> - Sponsor provided access for up to 5 MediCUBE users - Each additional MediCUBE user will cost Sponsor \$10,000 per year - Includes a designated, virtual pharmacist to support Sponsor from a data analytics/MediCUBE perspective (providing insights, assisting the Sponsor using the MediCUBE tool, etc) and/or making telephonic physician outreaches on a limited basis <p>B. MediCUBE with dedicated academic detailing pharmacist \$0.10 PMPM (>100k Lives) or a minimum of \$125,000 per year (<100k Lives) +\$300,000/year</p> <ul style="list-style-type: none"> - Sponsor would have a dedicated on-site pharmacist as part of the MediCUBE offering. Examples of activities of the dedicated pharmacist include but are not limited to: face-to-face consultations with targeted prescribers to achieve Sponsor clinical and financial goals, supporting Accountable Care Organizations (ACOs), collaborating with medical plan care management teams, and MediCUBE data analytics support. - Sponsor provided access for up to 5 MediCUBE users - Each additional MediCUBE user will cost Sponsor \$10,000 per year

Drug Choice Programs	Fee
Value Based Insurance Design (VBID)	<u>Members enrolled using automated file</u> Standard file layout/clinical rules Install set up: \$15,000 per vendor or vendor change Maintenance: \$500 per month (\$750/month if quarterly eligibility reporting is requested) Standard file layout/custom rules: Client specific, priced upon request Eligibility Reporting: \$1,000 per ad hoc report <u>Manual set up</u> Standard Clinical Rules Install set up: \$5,000 per vendor or vendor change Maintenance: \$500 per month (\$750/month if quarterly eligibility reporting is requested) Custom Rules: Client specific, priced upon request Eligibility Reporting: \$1,000 per ad hoc report
ACA Statin Trend Management Solution	\$0.03 PMPM
Emerging Therapeutic Issues Program (ETIP)	Member-facing letters only: \$0.05 PMPM* Physician-facing letters only: \$0.05 PMPM* Both Member- and Physician- facing letters: \$0.05 PMPM* *standard mailed letter fees as outlined in Sponsor's PBM Contract also apply

Drug Choice Programs		
Drug Choice Programs — UM Packages Our UM Package building-block approach aggregates medications into lists and packages <i>Limited UM Package</i> — delivers plan savings with minimal member impact <i>Advantage UM Package</i> — same as Limited, adding chronic disease states and a broad specialty offering <i>Advantage Plus UM Package</i> — same as Advantage, adding undermanaged medication classes for select chronic diseases <i>Unlimited UM Option</i> — allows implementation of any current and/or future UM program Lists can be purchased individually and packages can be tailored to meet Sponsor needs. Some modules are available on an ala carte basis. <i>Please note: UM Bundle pricing and per review pricing are no longer offered</i>		
Standard Pricing		
Sponsor specific recommended programs	Fee	Guarantee
Limited UM Package	\$0.32 PMPM	\$1.28 PMPM
<u>Prior Authorization</u>		
Limited Prior Authorization List	\$0.06 PMPM	\$0.18 PMPM
Proactive Prior Authorization List	\$0.05 PMPM	N/A
<u>Drug Quantity Management</u>		
Limited Drug Quantity Management List	\$0.10 PMPM	\$0.30 PMPM
<u>Step Therapy</u>		
Limited Step Therapy List	\$0.20 PMPM	\$0.60 PMPM

Drug Choice Programs		
Advantage UM Package Everything in the Limited UM Package Plus: <u>Prior Authorization</u>	\$0.80 PMPM	\$3.20 PMPM
Advantage Prior Authorization List	\$0.20 PMPM	\$0.60 PMPM
Nonessential Therapy Prior Authorization List	\$0.10 PMPM	\$0.30 PMPM
<u>Drug Quantity Management</u>		
Advantage Drug Quantity Management List	\$0.10 PMPM	\$0.30 PMPM
<u>Step Therapy</u>		
Preferred Specialty Management	\$0.12 PMPM	N/A
Advantage Step Therapy List	\$0.06 PMPM	\$0.18 PMPM
Advantage Plus UM Package Everything in the Advantage UM Package Plus: <u>Prior Authorization</u>	\$1.20 PMPM	\$4.80 PMPM
Advantage Plus Prior Authorization List	\$0.06 PMPM	\$0.18 PMPM
Pharmacogenomics Prior Authorization List	\$0.10 PMPM	N/A
Oncology Package	\$0.15 PMPM	N/A
<u>Drug Quantity Management</u>		
Advantage Plus Drug Quantity Management List	\$0.03 PMPM	\$0.09 PMPM
<u>Step Therapy</u>		
Advantage Plus Step Therapy List	\$0.06 PMPM	\$0.18 PMPM
Unlimited UM Option Everything in the Advantage Plus UM Package Plus: <u>Prior Authorization</u>	\$1.45 PMPM	N/A
Adjunctive Specialty PA List	\$0.05 PMPM	N/A
Optional Prior Authorization	Varies by individual module	N/A
<u>Step Therapy</u>		
<u>Rare Medications Step Therapy List</u>	\$0.06 PMPM	N/A
Optional Step Therapy Modules	Varies by individual module	N/A

*Guarantees (packages only): <1,000 lives – no guarantee, 1,001 – 2,500 – 1:1 guarantee, 2,501 – 5,000 – 2:1 guarantee, >5,000 lives 4:1 guarantee.

Note: Closed formulary or 100% tier 3 copay Sponsors do not qualify for guarantees

Guarantees (lists) apply to Sponsors with 10,000+ lives. Unlimited option fee allows Sponsors to implement any available UM program over the life of their contract. Individual list guarantees still apply for Sponsors with 10,000+ lives. If client chooses Unlimited option and implements all elements of the Advantage Plus Package, The Advantage Plus guarantee applies.

Please note: Prior Authorization must be implemented without grandfathering to receive guarantee. Some programs may impact Rebates.

Exhibit A-5Inflation Protection Program

1. Inflation Protection Program. Under the Inflation Protection Program, ESI will guarantee (the “Inflation Rate Guarantee”) that Sponsor’s Brand Drug AWP inflation will not exceed 12.70% for the commercial population (will be determined based on prior year data) (the “Inflation Cap”) for the initial contract year of this Agreement. The Inflation Cap for subsequent years shall be the greater of: (i) the preceding year’s Inflation Cap or (ii) the actual CYIR of the preceding contract year; and may be adjusted up or down based on differences in Sponsor’s individual mix and utilization. If the Inflation Rate Guarantee is not met, ESI will make a client inflation payment to Sponsor calculated as follows: (Contract Year Inflation Rate – Inflation Cap) * Adjusted Base AWP * Effective Discount (the “Inflation Guarantee Payment”). Any payment owed will be issued within 180 days following the end of the applicable contract year. To remain eligible for the inflation guarantee payment in a given contract year, Sponsor’s plan’s formulary compliance for Brand Drugs must average at least 78.00% for the commercial population (will be determined based on prior year data) on total utilization for that contract year.

2. For the purposes of the Inflation Protection Program, the following definitions will apply:
 - 2.1. “Adjusted Base AWP” shall mean the PCYA adjusted to account for total quantity changes between the prior year and the current year. Adjusted Base AWP will be calculated as follows (PCYA / Prior Year Brand Quantities) * Current Year Brand Quantities.
 - 2.2. “Current Calendar Year AWP” or “CCYA” shall be equal to the aggregate weighted average Brand Drug AWP amount for the calendar year for which the Inflation Guarantee is being calculated, adjusted for the previous year’s dispensed Brand Drug quantities. CCYA shall be calculated as the sum of the average unit AWP for each Brand Drug dispensed in the current calendar year multiplied by the quantities of each such Brand Drug dispensed in the preceding calendar year.
 - 2.3. “Current Year Brand Quantities” shall be equal to the aggregate quantities of each Brand Drug used in the calculation of CCYA dispensed during the calendar year for which the Inflation Guarantee Payment is being calculated.
 - 2.4. “Calendar Year Inflation Rate” or “CYIR” shall be expressed as a percentage, and calculated as (CCYA/PCYA) - 1.
 - 2.5. “Effective Discount” is the effective discount Sponsor has received (including the impact of Rebates and Manufacturer Administrative Fees (if applicable)) on Brand Drugs dispensed during the calendar year for which the Inflation Guarantee is being calculated. The Effective Discount will be expressed as a percentage and calculated as (net ingredient cost paid by Sponsor for all Brand Drugs in the applicable calendar year – Rebates received by Sponsor) / Aggregate AWP for all Brand Drugs dispensed in the applicable year.
 - 2.6. “Prior Calendar Year AWP” or “PCYA” shall be equal to, for the same Brand Drug NDCs used for the “CCYA” calculation, the average Brand Drug AWP amount for such NDCs during the calendar year immediately preceding the calendar year for which the Inflation Guarantee payment is being calculated.
 - 2.7. “Prior Year Brand Quantities” shall be equal to the aggregate quantities of each Brand Drug used in the calculation of CCYA dispensed during the calendar year prior to the year for which the inflation guarantee is being calculated.

3. Terms and Conditions of the Inflation Protection Program
 - 3.1. In order to be eligible for the Inflation Rate Guarantee payment for a given calendar year, Sponsor must, on average, meet the specified formulary compliance percentage on its total utilization for the calendar year. If Sponsor makes material changes to its Formulary or benefit design that negatively impact ESI’s ability to control inflation relative to Sponsor’s Formulary drug mix, then ESI reserves the right to make an equitable adjustment to the Inflation Rate Guarantee.
 - 3.2. The following claims will be excluded from all calculations related to the Inflation Protection Program: Medicare claims, Medicaid claims, any other government health care program claims, OTCs, Member Submitted Claims, Subrogation Claims, compounds, Generic Drugs, claims submitted by Sponsor owned, in-house, or on-site pharmacies, Claims through 340B pharmacies, claims submitted through a 100% member cost-share program, Biosimilar Products, drugs where the quantity or packaging has been changed by the

manufacturer from the past year, and drugs for which there was no utilization in the calendar year prior to the calendar year for which the Inflation Rate Guarantee payment is being determined.

- 3.3. ESI's Inflation Protection Program, and the underlying economics, is separate and apart from, any Rebates/Total Rebates paid to Sponsor and the amounts described above will be paid to Sponsor in addition to any Rebate/Total Rebate payments to which Sponsor is entitled. ESI contracts for inflation payments for its own account and ESI may realize positive margin between amounts paid to Sponsors and amounts received. Conversely, ESI may realize negative margin if inflation payments received are less than payments due to Sponsor. Sponsor will not be entitled to receive any amounts related to drug price inflation or a related guarantee other than as set forth above.
- 3.4. No payments will be made to Sponsor unless Sponsor has an executed PBM Agreement with ESI.
- 3.5. Notwithstanding anything in the Agreement to the contrary, to the extent that ESI has guaranteed any Ingredient Cost or Dispensing Fee amounts, ESI may use the value of any overperformance of those guarantees to offset any amounts owed to Sponsor for the Inflation Guarantee Payment or the Inflation Rate Guarantee. No payments will be made to Sponsor unless Sponsor has an executed PBM agreement with Sponsor.
- 3.6. ESI has structured the terms of this program to comply with certain exceptions and safe harbors to the Federal Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)), including the discount exception (42 U.S.C. § 1320a-7b(b)(3)(A) and safe harbor (42 C.F.R. § 1001.952(h)). ESI will treat any reimbursement made to Sponsor hereunder as retrospective discounts on the price of the product paid by Sponsor. ESI will fully and accurately report such discounts on the payment advice submitted to Sponsor. ESI hereby informs Sponsor that it may be required by law to properly disclose and appropriately reflect (in any costs claimed or charges made) all such discounts. Further, ESI will refrain from taking any action that would impede or frustrate Sponsor in any such disclosure requirements. Sponsor may be required to provide information on the discount furnished to Sponsor to the Secretary of Health and Human Services, or any state or other governmental agency, upon request. ESI will comply with all applicable reporting and disclosure obligations.

FINANCIAL DISCLOSURE TO ESI PBM CLIENTS

This disclosure provides an overview of the principal revenue sources of Express Scripts, Inc. and Medco Health Solutions, Inc. (individually and collectively referred to herein as “ESI”), as well as ESI’s affiliates. In addition to administrative and dispensing fees paid to ESI by our clients for pharmaceutical benefit management (“PBM”) services, ESI and its affiliates derive revenue from other sources, including arrangements with pharmaceutical manufacturers, wholesale distributors, and retail pharmacies. Some of this revenue relates to utilization of prescription drugs by members of the clients receiving PBM services. ESI may pass through certain manufacturer payments to its clients or may retain those payments for itself, depending on the contract terms between ESI and the client.

Relationship with Cigna Corporation. On December 20, 2019, ESI’s parent company, Express Scripts Holding Company, was acquired by Cigna Corporation.

Network Pharmacies – ESI contracts for its own account with retail pharmacies to dispense prescription drugs to client members. Rates paid by ESI to these pharmacies may differ among networks (e.g., Medicare, Worker’s Comp, open and limited), and among pharmacies within a network, and by client arrangements. PBM agreements generally provide that a client pays ESI an ingredient cost, plus dispensing fee, for drug claims. If the rate paid by a client exceeds the rate contracted with a particular pharmacy, ESI will realize a positive margin on the applicable claim. The reverse also may be true, resulting in negative margin for ESI. ESI also enters into pass-through arrangements where the client pays ESI the actual ingredient cost and dispensing fee amount paid by ESI for the particular claim when the claim is adjudicated to the pharmacy. In addition, when ESI receives payment from a client before payment to a pharmacy, ESI retains the benefit of the use of the funds between these payments. ESI may maintain non-client specific aggregate guarantees with pharmacies and may realize positive margin. ESI may charge pharmacies standard transaction fees to access ESI’s pharmacy claims systems and for other related administrative purposes. ESI may also maintain certain preferred value or quality networks; pharmacies participating in those networks may pay or receive aggregated payments related to these networks.

Brand/Generic Classifications – Prescription drugs may be classified as either a “brand” or “generic;” however, the reference to a drug by its chemical name does not necessarily mean that the product is recognized as a generic for adjudication, pricing or copay purposes. For the purposes of pharmacy reimbursement, ESI distinguishes brands and generics through a proprietary algorithm (“BGA”) that uses certain published elements provided by First DataBank (FDB) including price indicators, Generic Indicator, Generic Manufacturer Indicator, Generic Name Drug Indicator, Innovator, Drug Class and ANDA. The BGA uses these data elements in a hierarchical process to categorize the products as brand or generic. The BGA also has processes to resolve discrepancies and prevent “flipping” between brand and generic status due to price fluctuations and marketplace availability changes. The elements listed above and sources are subject to change based on the availability of the specific fields. Updated summaries of the BGA are available upon request. Brand or generic classification for client reimbursement purposes is either based on the BGA or specific code indicators from Medi-Span or a combination of the two as reflected in the client’s specific contract terms. Application of an alternative methodology based on specific client contract terms does not affect ESI’s application of its BGA for ESI’s other contracts.

Maximum Allowable Cost (“MAC”)/Maximum Reimbursement Amount (“MRA”) – As part of the administration of the PBM services, ESI maintains a MAC List of drug products identified as requiring pricing management due to the number of manufacturers, utilization and/or pricing volatility. The criteria for inclusion on the MAC List are based on whether the drug has readily available generic product(s), is generally equivalent to a brand drug, is cleared of any negative clinical implications, and has a cost basis that will allow for pricing below brand rates. ESI also maintains MRA price lists for drug products on the MAC List based on current price reference data provided by MediSpan or other nationally recognized pricing source, market pricing and availability information from generic manufacturers and on-line research of national wholesale drug company files, and client arrangements. Similar to the BGA, the elements listed above and sources are subject to change based on the availability of the specific fields. Updated summaries of the MAC methodology are available upon request.

Manufacturer Programs Formulary Rebates, Associated Administrative Fees, and PBM Service Fees – ESI contracts with manufacturers and/or group purchasing organizations (“GPOs”) for its own account to obtain formulary rebates attributable to the utilization of certain drugs and supplies. Formulary rebate amounts received vary based on client specific utilization, the volume of utilization as well as formulary position applicable to the drug or supplies, and adherence to various formulary management controls, benefit design requirements, claims volume, and other similar factors, and in certain instances also may vary based on the product’s market-share. ESI pays formulary rebates it receives to a client based on the client’s PBM agreement terms and may realize positive margin. In addition, ESI provide administrative services to contracted manufacturers, which include, for example, maintenance and operation of systems and other infrastructure necessary for invoicing and processing rebates, pharmacy discount programs, access to drug utilization data, as allowed by law, for purposes of verifying and evaluating applicable payments, and for other purposes related to the manufacturer’s products. ESI receives administrative fees directly from participating manufacturers and indirectly from GPOs. In its capacity as a PBM company, ESI may receive other compensation from manufacturers for the performance of various programs or services, including, for example, formulary compliance initiatives, clinical services, therapy management services, education services, inflation protection programs, medical benefit management services, cost containment programs, discount programs, and the sale of non-patient identifiable claim information. This compensation is not part of the formulary rebates or associated administrative fees, and ESI may realize positive margin between amounts paid to clients and amounts received. ESI retains the financial benefit of the use of any funds held until payment is made to the client.

Copies of ESI’s standard formularies may be reviewed at www.express-scripts.com/wps/portal/. In addition to formulary considerations, other plan design elements are described in ESI’s Plan Design Review Guide, which may be reviewed at www.express-scripts.com/wps/portal/.

Third Party Offerings - ESI partners with multiple third party vendors to provide clinical programs and other product offerings to clients. ESI may have an ownership interest in certain third party vendors.

ESI Subsidiary Pharmacies – ESI has several licensed pharmacy subsidiaries, including our specialty pharmacies. These entities may maintain product purchase discount arrangements and/or fee-for-service arrangements with pharmaceutical manufacturers, wholesale distributors, and other health care providers. These subsidiary pharmacies contract for these arrangements on their own account in support of their various pharmacy operations. Many of these subsidiary arrangements relate to services provided outside of PBM arrangements, and may be entered into irrespective of whether the particular drug is on one of ESI's national formularies. Discounts and fee-for-service payments received by ESI's subsidiary pharmacies are not part of the PBM formulary rebates or associated administrative fees paid to ESI in connection with ESI's PBM formulary rebate programs. However, certain purchase discounts received by ESI's subsidiary pharmacies, whether directly or through ESI, may be considered for formulary purposes if the value of such purchase discounts is used by ESI to supplement the discount on the ingredient cost of the drug to the client based on the client's PBM agreement terms. From time to time, ESI and its affiliates also may pursue and maintain for its own account other supply chain sourcing relationships not described below as beneficial to maximize ESI's drug purchasing capabilities and efficiencies, and ESI or affiliates may realize an overall positive margin with regard to these initiatives.

The following provides additional information regarding examples of ESI subsidiary discount arrangements and fee-for-service arrangements with pharmaceutical manufacturers, and wholesale distributors:

ESI Subsidiary Pharmacy Discount Arrangements – ESI subsidiary pharmacies purchase prescription drug inventories, either from manufacturers or wholesalers, for dispensing to patients. Often, purchase discounts off the acquisition cost of these products are made available by manufacturers and wholesalers in the form of either up-front discounts or retrospective discounts. These purchase discounts, obtained through separate purchase contracts, are not formulary rebates paid in connection with our PBM formulary rebate programs. Drug purchase discounts are based on a pharmacy's inventory needs and, at times, the performance of related patient care services and other performance requirements. When a subsidiary pharmacy dispenses a product from its inventory, the purchase price paid for the dispensed product, including applicable dispensing fees, may be greater or less than that pharmacy's acquisition cost for the product net of purchase discounts. In general, our pharmacies realize an overall positive margin between the net acquisition cost and the amounts paid for the dispensed drugs.

ESI Subsidiary Fee-For-Service Arrangements – One or more of ESI's subsidiaries, including, but not limited to, its subsidiary pharmacies also may receive fee-for-service payments from manufacturers, wholesalers, or other health care providers in conjunction with various programs or services, including, for example, patient assistance programs for indigent patients, dispensing prescription medications to patients enrolled in clinical trials, various therapy adherence and fertility programs, administering FDA compliance requirements related to the drug, 340B contract pharmacy services, product reimbursement support services, and various other clinical or pharmacy programs or services. As a condition to having access to certain products, and sometimes related to certain therapy adherence criteria or FDA requirements, a pharmaceutical manufacturer may require a pharmacy to report selected information to the manufacturer regarding the pharmacy's service levels and other dispensing-related data with respect to patients who receive that manufacturer's product. A portion of the discounts or other fee-for-service payments made available to our pharmacies may represent compensation for such reporting.

Other Manufacturer Arrangements – ESI also maintains other lines of business that may involve discount and service fee relationships with pharmaceutical manufacturers and wholesale distributors. Examples of these businesses include a wholesale distribution business, group purchasing organizations (and related group purchasing organization fees), and a medical benefit management company. Compensation derived through these business arrangements is not considered for PBM formulary placement, and is in addition to other amounts described herein. These service fees are not part of the formulary rebates or associated administrative fees.

Third Party Data Sales – Consistent with any client contract limitations, ESI or its affiliates may sell HIPAA compliant information maintained in their capacity as a PBM, pharmacy, or otherwise to data aggregators, manufacturers, or other third parties on a fee-for-service basis or as a condition of discount eligibility. All such activities are conducted in compliance with applicable patient and pharmacy privacy laws and client contract restrictions.

September 1, 2019

THIS EXHIBIT REPRESENTS ESI'S FINANCIAL POLICIES. ESI MAY PERIODICALLY UPDATE THIS EXHIBIT AND THE FINANCIAL DISCLOSURES CONTAINED HEREIN TO REFLECT CHANGES IN ITS BUSINESS PROCESSES; THE CURRENT FINANCIAL DISCLOSURE IS AVAILABLE UPON REQUEST AND ACCESSIBLE ON EXPRESS-SCRIPTS.COM AT WWW.EXPRESS-SCRIPTS.COM/WPS/PORTAL/.

Express Scripts Manufacturer Payment Disclosure

For the last publicly reported fiscal year (2017), Express Scripts Total Product Revenue exceeded \$100,064,600,000. For the same reporting period, Express Scripts Total Manufacturer Payments equalled \$17,015,407,043. Of that total, approximately 81.5% was attributable to Manufacturer Formulary Payments and approximately 18.5% was attributable to Manufacturer Additional Payments. Express Scripts reports this information on a quarterly and annual basis to clients that receive amounts through their contracted PBM arrangement with Express Scripts attributable to formulary rebates earned by Express Scripts.

Express Scripts Total Product Revenue	Express Scripts' total net revenue, which consists principally of sales of prescription drugs to clients, either through Express Scripts' network of contracted retail pharmacies or through the Express Scripts Pharmacy SM .
Express Scripts Total Manufacturer Payments	All compensation or remuneration earned by Express Scripts from pharmaceutical manufacturers, including, but not limited to, rebates, regardless of how characterized, and administrative or management fees.
Percentage of Manufacturer Payments that are Manufacturer Formulary Payments	Manufacturer payments earned by Express Scripts that are in return for or as part of formulary placement, or that are characterized as "formulary" or "base" rebates, divided by Express Scripts Total Manufacturer Payments.
Percentage of Manufacturer Payments that are Manufacturer Additional Payments	All manufacturer payments earned other than "formulary" or "base" rebates divided by Express Scripts Total Manufacturer Payments.

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2021 RENEWAL PACKAGE

PREPARED FOR:

Anaheim Union High School District

September 9, 2020

Retireefirst™

3000 Midlantic Drive, Suite 101, Mt. Laurel, New Jersey 08054
Toll-Free: 800.716.0774 | Main: 856.780.6218 | Fax: 856.780.6248

www.retireefirst.com

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www.retireefirst.com

September 9, 2020

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

RE: Renewal Rates for 2021

Dear Plan Sponsor:

I wanted to thank you for allowing Retiree First to provide Benefit Services to your retirees. We look forward to continuing to assist them in all aspects of their plan needs. With the upcoming 2021 Plan Year, we have been analyzing market trends, working with carriers to seek competitive bids and negotiate your renewal on your behalf to provide the best option for your Plan and its beneficiaries. Enclosed please find the Retiree First Renewal Package and Rate Analysis for your review.

We have included the following information for review and are available at any time to discuss any questions or concerns you may have.

- Population Demographics
- The Incumbent Renewal Rate
- A comparison of Competitive Market Rates
- Renewal Addendum

Again, it has been a pleasure advocating for your retirees. Please let us know if you have any questions.

Sincerely,

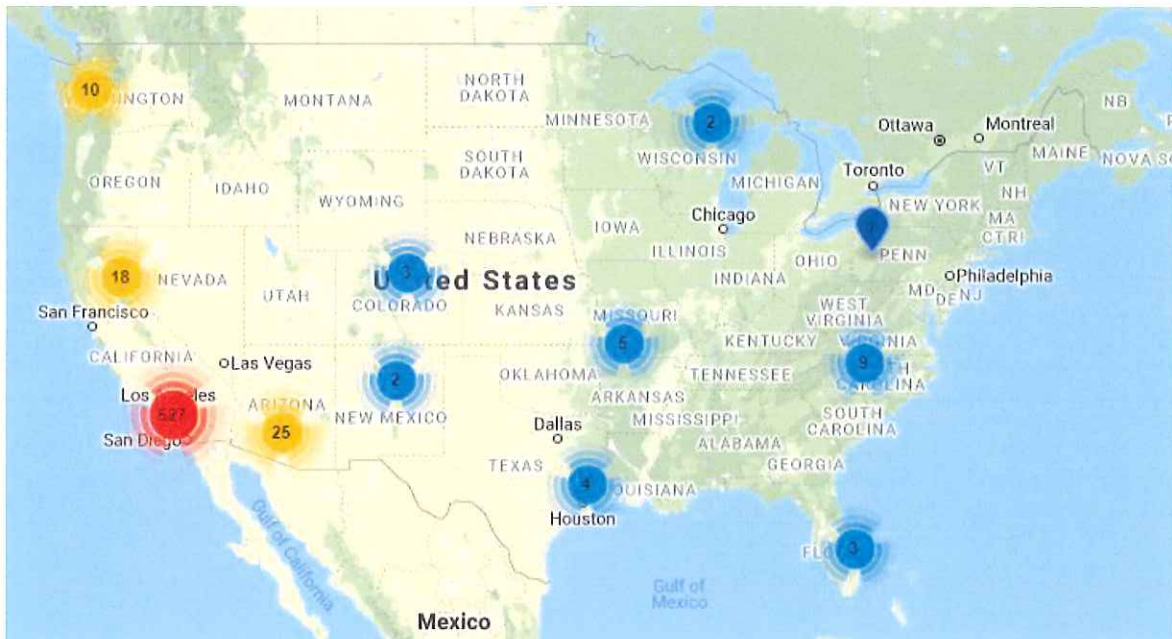


Dave Zawrotny
Chief Operating Officer
Retiree First, LLC

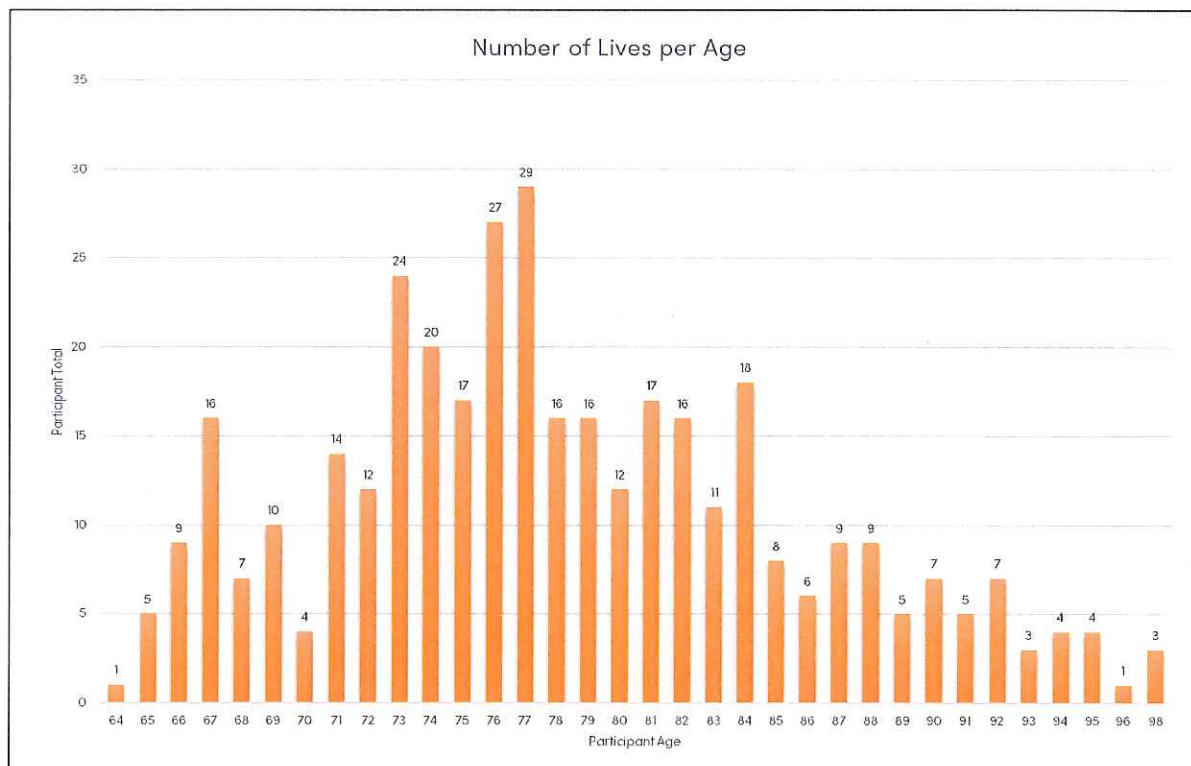


Anaheim Union High School District – POPULATION DEMOGRAPHICS:

Geographic Retiree Residence Chart (372 Apx. Total Participants):



Retiree Population Age Chart (372 Apx. Total Participants):



*Eligibility counts may vary slightly based on the date / time when the information was created

MEDICAL SUPPLEMENT BENEFIT:**Current Medical Plan Design**

Deductible	\$0
Part A Services	Covered 100%
Part B Services	Covered 100%

PRESCRIPTION EGWP BENEFIT:**Current Rx Plan Design**

	30 Day Retail	90 Day Mail Order	90 Day Retail Standard	90 Day Retail Preferred
Tier 1 Generics	\$7	\$14	\$21	\$14
Tier 2 Pref. Brands	\$25	\$50	\$75	\$50
Tier 3 Non-Pref. Brands	\$50	\$100	\$150	\$100
Tier 4 Specialty	\$50	Limited to 1 month	Limited to 1 month	Limited to 1 month
Part D Gap Coverage	Full Coverage			
Formulary	Full, Comprehensive			
Bonus Drug List	Included			
Catastrophic Coverage	Custom –The greater of 5% or standard CMS copays, to a maximum of the ICL copays			
Utilization Management	Standard Part D – Prior Authorization, Step Therapy, Quantity Limits			

- Plan includes 90 Day drug supplies for discounted copay except for Specialty medications, these are available at 30 day supplies only.

Summary of Key Contributing Factors to your Renewal

There are many factors that affect renewal rates including: claims, subsidy amounts, Health Insurer Fees (HIF) and regulatory changes. With changes in the regulatory landscape, there are corresponding changes impacting group underwriting. Below, please find information that has affected the marketplace for 2020 as well as pricing.

- **Affordable Care Act (“ACA”) Health Insurer Fee (“HIF”)** – For 2021, the ACA HIF has been removed.
- **CMS Part D Threshold Changes** – Annually CMS changes the thresholds for the donut hole and catastrophic levels. For 2021 the ICL is being increased from \$4,020 to \$4,130. The Troop is also being increased nominally from \$6,350 to \$6,550.
- **CMS Part D Manufacturers rebate** – The manufacturers responsibility in the donut hole has been maintained at 70%. This will help to continue to offset plan cost to pharmaceutical manufacturers for expensive drugs especially.
- **Effect of COVID-19** – As many know COVID-19 has had a dramatic effect on healthcare. For 2020, the effect has been an underutilization of the plan even with the surge of COVID-19 treatments and testing. This is mainly the result of the delay in treatment for other diagnoses and conditions. It is estimated that the delay of these procedures will cause an uptick in costly procedures for 2021. It is also estimated that the delay in care could cause more complicated and advanced diagnoses for 2021 which are more costly to treat.

RENEWAL FINANCIAL ANALYSIS:

PRODUCT: **MEDICAL SUPPLEMENT PLAN**
 Medical Incumbent: United American

	2020 Current Incumbent	2021 Renewal Incumbent
Medical Rate PMPM	\$216.30	\$224.30
Annualized**	\$965,563	\$1,001,275
% Change	-	3.70%

**Annualized amounts are based on 372 retirees

- All plans are quoted like-to-like and are accepted wherever Medicare is accepted in all 50 states

PRODUCT: **PRESCRIPTION DRUG PART D EGWP**
 Part D Incumbent: Express Scripts

	Full Group			Super 8		
	2020 Current Incumbent	2021 Renewal Incumbent	Humana	2020 Current Incumbent	2021 Renewal Incumbent	Humana
Total Rx Rate	\$266.43	\$274.96	\$203.89	\$267.07	\$275.62	\$208.34
Annualized**	\$1,141,386	\$1,177,929	\$873,465	\$48,073	\$49,612	\$37,501
% Change	-	3.20%	-23.47%	-	3.20%	-21.99%

** Annualized amounts are based on 357 retirees for Full Group and 15 retirees for Super 8

- Plans are quoted with robust formularies to minimize disruption.
- Please note that medications can change tiers between carriers and between plan years.

COMBINED RENEWAL SUMMARY:**MEDICAL SUPPLEMENT & PRESCRIPTION DRUG PART D EGWP**

	Full Group			Super 8		
	2020 Incumbent Rates	2021 Incumbent Rates	Humana & United American	2020 Incumbent Rates	2021 Incumbent Rates	Humana & United American
RX	\$266.43	\$274.96	\$203.89	\$267.07	\$275.62	\$208.34
MEDICAL	\$216.30	\$224.30	\$224.30	\$216.30	\$224.30	\$224.30
Total Rate	\$482.73	\$499.26	\$428.19	\$483.37	\$499.92	\$432.64
Total Annualized	\$2,068,015	\$2,138,830	\$1,834,366	\$87,007	\$89,986	\$77,875
Total % Change	-	3.42%	-11.30%	-	3.42%	-10.50%

ALTERNATIVE MEDICARE ADVANTAGE (RX & MEDICAL COMBINED) PLAN OPTIONS:

	Full Group	Super 8	United Healthcare MAPD*	Anthem MAPD*
	2021 Incumbent Rates	2021 Incumbent Rates		
Medical & Rx Rate	\$499.26	\$499.92	\$459.76	\$354.40
Total Annualized	\$2,228,816		\$2,052,369	\$1,582,042
Total % Change from 2020	3.42%	3.42%	-4.76%	-26.58%

*Both MAPD Plans use the formulary matching the Super 8 plan

Anthem Enhancements:

Foreign Travel: \$0 Emergency Room and Urgent Care Services

Annual Routine Physical: \$0

Fitness Benefit: SilverSneakers

Retail 90 Day Supply Matches Preferred Copays

United Healthcare Enhancements:

Foreign Travel: \$0 Emergency Room and Urgent Care Services

Hearing: \$0 routine hearing exam every 12 months; \$500 hear aid allowance every 3 years

Vision: \$0 Routine Vision Exam

Podiatry: \$0 per visit, 6 allotted per year

Annual Routine Physical: \$0

Fitness Benefit: SilverSneakers

Retail 90 Day Supply Matches Preferred Copays

- All Medicare Advantage plans are quoted with robust formularies to minimize disruption.
- Please note that medications can change tiers between carriers and between plan years.
- All Medicare Advantage plans are quoted like-to-like and are accepted wherever Medicare is accepted in all 50 states

Renewal Contract Addendum Next Page

Retiree First Renewal Contract Addendum:

This Renewal Addendum extends the terms and conditions of the Retiree Benefit Management Services Agreement. This is to serve as notice of the 2021 renewal rates for your Organization’s Part D EGWP and Medicare Supplement plans for the period 1/1/2021 through 12/31/2021.

The parties hereby accept the 2021 rate selected below which will be effective from 1/1/2021 through 12/31/2021. All other terms and conditions of the Retiree Benefit Management Services Agreement previously executed between the parties shall remain in full force and effect for the new renewal term.


Plan Selection:

Rx Plan Options	Monthly Rate	Select with "X"
Express Scripts (Incumbent)	\$274.96 PMPM \$275.62 PMPM – Super 8	X
Humana	\$203.89 PMPM \$208.34 PMPM – Super 8	

Medical Plan Options	Monthly Rate	Select with "X"
United American (Incumbent)	\$224.30 PMPM	X

Alternative Medicare Advantage Plan Options	Monthly Rate	Select with "X"
United Healthcare	\$459.76 PMPM	
Anthem	\$354.40 PMPM	

**Please select a Rx Plan Option and Medical Plan Option or the MAPD Alternative Plan Option.*

Plan Sponsor Representative Signature	Date
	1/23/20
Retiree First Representative Signature	Date

CONSULTING SERVICES AGREEMENT

This Agreement is entered into effective the 16th day of October, 2020 by and between Total Compensation Systems, Inc. ("Consultant"), a California corporation with principal offices located at 5655 Lindero Canyon Blvd, Suite 223, Westlake Village, California, 91362 and Anaheim Union High School District ("Customer").

The following shall govern the provision of consulting services by Consultant to Customer.

1. Consulting Services. Consultant shall provide the consulting services described on Schedule 1 attached hereto.
2. Compensation to Consultant. Customer shall pay Consultant for the consulting services described on Schedule 1 attached hereto the compensation set forth on Schedule 2 attached hereto.
3. Term and Termination. (a) Term. This Agreement shall commence on the date first written above and shall continue until all consulting services described on Schedule 1 have been performed, unless sooner terminated in accordance with the provisions of this Agreement. (b) Termination Without Cause. This agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. (c) Termination With Cause. Either party shall have the right to terminate this Agreement upon the failure of either party to observe any of the covenants and agreements required to be observed by it under this Agreement, and such failure continues for a period of thirty (30) days after written notice thereof. (d) Rights and Obligations after Termination. Termination of this agreement shall not relieve either party of any rights or obligations arising out of the Agreement prior to termination.
4. Customer Will Provide Information. Customer shall provide Consultant with the information necessary for Consultant to provide the consulting services described on Schedule 1 attached hereto.
5. Authorization to Acquire Information. Customer hereby authorizes Consultant to acquire the necessary information reasonably required by Consultant to provide the consulting services described on Schedule 1 attached hereto from any agency, agencies, source or sources.
6. Customer's Right to Provide Information. Customer represents and warrants to Consultant that it has the right to provide the information that will be given by Customer to Consultant, or which will be acquired by Consultant pursuant to paragraphs 4 and 5 above.
7. Limitation on Services. Customer understands that Customer retains sole authority and responsibility for the operation and design of all Customer's employee benefit plans.
8. Ownership of Systems and Materials. All systems, programs, operating instructions, forms and other documentation prepared by or for Consultant shall be and remain the property of Consultant. All data source documents provided by Customer shall remain the property of Customer.
9. Preservation of Confidential Information. Both Consultant and Customer shall preserve the confidentiality of all Confidential Information received hereunder as follows:
 - a. Confidential Information shall include all information provided by Consultant to Customer and by Customer to Consultant relating to the Parties' business including, without limitation, patent and patent applications, trade secret, proprietary information, ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, methodologies, analyses, data, apparatuses, algorithms, software application programs, software application source documents, software application source codes. Confidential Information shall also include all information relating to the essence, operational policies and procedures of the Parties' services. Confidential information shall also include any communication in any form between the Parties, whether specifically designated as confidential or not, including any information

provided prior to the execution of this Agreement, unless both Parties agree otherwise in writing.

- b. Either party in producing its services may disclose Confidential Information only to those within its own organization who need access to that Confidential Information for the sole purpose of assisting in the development of proposals, policies, agreements, products or services, subject to prior approval by the other Party; and to third parties, if such disclosure is necessary for recipient to provide its services, provided recipient receives from such third parties a confidentiality agreement covering the Confidential Information substantially in the same form as applicable provisions of this Agreement.
 - c. Parties shall use Confidential Information only as reasonably required in connection with the purpose of all agreements, oral or written. Recipient shall not otherwise use, copy or disclose such Confidential Information.
 - d. To maintain the confidentiality of the Confidential Information, each Party agrees:
 - i. not to use, or allow the use for any purpose of any Confidential Information, including any notes, summaries, reports, analyses, or other material derived in whole or part from the Confidential Information, except for the specific purposes specified herein;
 - ii. not to disclose, or allow disclosure of, any Confidential Information except to its officers, directors, employees and or third parties to the extent necessary to permit such persons to assist in the purposes specified in this Agreement;
 - iii. not to disclose or allow disclosure to any other consultant or competitor, whether known or reasonably should have known to be a Parties' competitor; and
 - e. Recipient shall not be liable for disclosure of any Confidential Information if the same:
 - i. Is now or hereafter comes into the public domain without breach of this Agreement and through no fault of recipient; or
 - ii. Is free from any obligation of confidence; or,
 - iii. Is disclosed by recipient with the written approval of the other Party; or subsequent to recipient receiving such Confidential Information, is lawfully received from a third party whose rights therein are without any restriction to disseminate such Confidential Information;
 - f. The obligations of recipient hereunder shall not apply to disclosures made by recipient pursuant to a subpoena or other court order served upon recipient compelling such disclosure. Recipient shall notify the other Party promptly upon receipt of such subpoena or order and assist in any defense of the confidentiality of the Confidential Information.
10. Indemnification. (a) By Customer. Customer hereby agrees to defend and indemnify Consultant and hold Consultant harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Customer's gross negligence or willful misconduct. (b) By Consultant. Consultant hereby agrees to defend and indemnify Customer and hold Customer harmless against any claims, injury, costs or damages (including actual attorneys' fees incurred) resulting from Consultant's gross negligence or willful misconduct.
11. Limitation of Liability. CONSULTANT SHALL IN NO WAY BE LIABLE FOR ANY LOSS OF REVENUE OR LOSS OF GOOD WILL OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH THIS

AGREEMENT EVEN IF CONSULTANT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. General.

- a. Relationship of the Parties. The relationship between Consultant and Customer established by this Agreement is that of independent contractors. None of Consultant's employees are employees of Customer for any purpose, including but not limited to, employee welfare and pension benefits, fringe benefits of employment, workers' compensation, disability insurance or compensation for services. Consultant warrants that it will be responsible for all legally required tax withholding for itself and its employees. Consultant and Customer shall each conduct its respective business at its own initiative, responsibility, and expense, and shall have no authority to incur any obligations on behalf of the other.
- b. Force Majeure. No party shall have liability for damages or non-performance under this Agreement due to fire, explosion, strikes or labor disputes, water, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, transportation, facilities, labor, fuel or energy shortages, or other causes beyond that party's control.
- c. Entire Agreement. This Agreement and the Schedules attached hereto contain the entire agreement between the parties and supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations, or discussions between the parties related to the subject matter of this Agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived in whole or in part, except by written amendment signed by both of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth below.

"CONSULTANT"
TOTAL COMPENSATION SYSTEMS, INC.

"CUSTOMER"
ANAHEIM UNION HIGH SCHOOL DISTRICT

Signed: 

Signed: _____

By: Geoffrey L. Kischuk

By: _____

Title: President

Title: _____

Date: September 22, 2020

Date: _____

SCHEDULE 1

For the purposes of this Agreement, "consulting services" shall include the following services provided by Consultant to Customer in connection with Customer's self-funded medical and dental plans.

Actuarial estimate of plan costs including a consulting report for California Education Code Sections 17566 and 17567 compliance.

Services do not include Consultant's attendance at any meetings, unless requested at the fee shown in Schedule 2.

SCHEDULE 2

Customer shall pay Consultant a total of \$4,600 in two installments. Customer shall pay \$2,300 within 30 days of the effective date of this agreement. Customer shall pay the remainder, or \$2,300, within 30 days of delivery by Consultant to Customer of the preliminary consulting report (or within 30 days of contract termination, if earlier).

In addition to the above fees, Customer agrees to pay Consultant an all-inclusive fee of \$1,900 per meeting to attend meetings related to the consulting services. Customer shall pay such meeting fees within 30 days of the meeting.

Declaring Certain Equipment as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction	
Quantity	Description
4	Art Table
1	Bench Seat
24	Book Shelf
6	Cabinet
3	Chair
1	Clarinet
65	Computer
3	Computer Cart
6	Computer Desk
1	Computer Table
1	Copier
1	Display Board
1	Document Camera
9	File Cabinet
2	Flute
1	Gym Ball Caddy
2	Kiln
3	Laptop
1	Modulator
46	Monitor
3	Office Chair
4	Podium
6	Printer
19	Projector
26	Science Table
2	Server
1	Sofa
2	Speaker
1	Stool
2	Storage Cabinet
8	Student Art Desk
116	Student Chair
271	Student Desk
2	Student Table
4	Symposium
9	Table
15	Table-Small
2	Tables-Large
2	Tables-Round
4	Teacher Chair
17	Teacher Desk
1	Trumpet

4	VCR
3	Wooden Chair
1	Wooden Shelf
1	Wooden Stool
2	Wooden Table

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

Quantity	Vehicle №	Year	Make	Vehicle Vin.
1	#224 Truck	1972	GMC	TCE53WV539579
1	#226 Truck	1986	Ford	1FDKE371XGHB50764
1	#288 Step Van	1986	Chevrolet	1GCHP32M6G3331934
1	#304 Step Van	1988	Chevrolet	1GCHP32K3J3340460
1	#321 Truck	1978	Ford	F28HRCE4379

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

EXHIBIT RR

Description	Quantity	Publication Date	General Condition	Reason For Disposition	Compliant Y/N
Various History					
America History 8th Ed AP Teacher Edition	1	Outdated	Fair	Obsolete	No To Be Sold
American Pageant Workbook	8	Outdated	Fair	Obsolete	No To Be Sold
Documenting United States History	9	Outdated	Fair	Obsolete	No To Be Sold
Medieval And Early Times	204	Outdated	Fair	Obsolete	No To Be Sold
Modern American History	3	Outdated	Fair	Obsolete	No To Be Sold
The American Journey	62	Outdated	Fair	Obsolete	No To Be Sold
The American Pageant	92	Outdated	Fair	Obsolete	No To Be Sold
Various Anthropology					
Cultural Anthropology	1	Outdated	Fair	Obsolete	No To Be Sold
Various Assessment					
AP Exam	15	Outdated	Fair	Obsolete	No To Be Sold
Various Computer					
Century 21 Computer Applications & Keyboarding	14	Outdated	Fair	Obsolete	No To Be Sold
Java Software Solutions	88	Outdated	Fair	Obsolete	No To Be Sold
Java Solutions	4	Outdated	Fair	Obsolete	No To Be Sold
Microsoft Visual Basic	44	Outdated	Fair	Obsolete	No To Be Sold
Microsoft Visual Basic Workbook	10	Outdated	Fair	Obsolete	No To Be Sold
Programming Basics	10	Outdated	Fair	Obsolete	No To Be Sold
Various Dictionary					
Dictionary	7	Outdated	Fair	Obsolete	No To Be Sold
Thesaurus	2	Outdated	Fair	Obsolete	No To Be Sold
Various Economics					
Economics: Principles in Action, California Edition	266	Outdated	Fair	Obsolete	No To Be Sold
Various Library					
Library Books	900	Outdated	Fair	Obsolete	No To Be Sold
Various Math					
The Practice of Statistics	67	Outdated	Fair	Obsolete	No To Be Sold

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

EXHIBIT RR

Various Government					
American Government	27	Outdated	Fair	Obsolete	No To Be Sold
American Government Workbook	508	Outdated	Fair	Obsolete	No To Be Sold
Government by the People	71	Outdated	Fair	Obsolete	No To Be Sold
Magruders American Government	183	Outdated	Fair	Obsolete	No To Be Sold
Various Programming					
Game Programming for Teens	41	Outdated	Fair	Obsolete	No To Be Sold
Various Science					
Holt Earth Science Student Edition	108	Outdated	Fair	Obsolete	No To Be Sold

ANAHEIM UHSD

EXHIBIT SS

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 10/15/2020

FROM 09/04/2020 TO 10/05/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P64T0207	2NDGEAR LLC	28,015.00	28,015.00	0108392510 4410	EIT/LLM-CRF/INSTR / EQUIPMENT -
P64T0157	5 STAR STUDENTS LLC	1,650.00	1,650.00	0120000910 5880	AN/LCFF-CONCENTRATION/INSTR / OTHER
P64X0306	A AND C URGENT CARE	5,000.00	2,500.00	0104104072 5810	CERT HR/GENL ADM / NON-INSTRUCTIONAL PROF
			2,500.00	0105105072 5810	CLASS HR/GENL ADM / NON-INSTRUCTIONAL PROF
P64M0007	A AND V CONTRACTORS INC.	29,950.00	29,950.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
P64R0268	A U H S D FOOD SERVICE DEPT	11,891.41	11,891.41	0109392537 5880	FS/LLM-CRF/FOOD SERVICE / OTHER OPERATING
P64R0312	ABLENET INC.	2,036.48	2,036.48	0147392510 4310	HOPE/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64R0382	ADA SPORTS BADMINTON AND TENNI	68.03	68.03	0125007010 4310	KA/INS MUS/INSTR / INSTRUCTIONAL MATL &
P64T0159	ADORAMA	8,776.24	8,776.24	0115392510 4310	ED/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64T0203	ADORAMA	517.20	517.20	0142000910 4310	OX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64R0330	ADVANTAGE WEST INVESTMENT ENTE	53,881.25	53,881.25	0100392581 4347	DO/LLM-CRF/M & 0 / OPERATIONS SUPPLIES - MISC
P64R0343	AERIES SOFTWARE INC	300.00	300.00	0117750110 5210	IS/DISTRICT PD/INSTR / TRAVEL AND CONFERENCE
P64T0205	APPLE INC	1,688.87	1,688.87	0115392510 4410	ED/LLM-CRF/INSTR / EQUIPMENT - NON-CAPITALIZ
P64R0373	ARBOR SCIENTIFIC	1,130.39	456.95	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
			673.44	0127000910 4410	KE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
P64R0386	ARBOR SCIENTIFIC	1,635.76	1,635.76	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64X0307	ART SUPPLY WAREHOUSE	800.00	800.00	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64T0204	AUDIO VISUAL INN0VATIONS INC	1,504.19	1,504.19	0131000910 4410	BR/LCFFF-CONCENTRATION/INSTR / EQUIPMENT -
P64A0059	AVID CENTER	5,970.00	5,970.00	0163379021 5810	TITLE IIIA / LIMITED ENG PROG /
P64R0370	AVID CENTER	850.00	850.00	0125545010 5210	KA/AVID DESTINATION GRADUATION / TRAVEL AN
P64T0167	B AND H PHOTO VIDEO INC	171.74	171.74	0134392510 4310	WA/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64T0181	B AND H PHOTO VIDEO INC	69.24	69.24	0134392510 4310	WA/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64T0183	B AND H PHOTO VIDEO INC	13,957.94	13,957.94	0117392510 4310	IS/LEARN LOSS MITIG-CFR/INST / INSTRUCTIONAL
P64R0287	B AND M LAWN AND GARDEN INC	883.82	883.82	0111220081 4410	OPERATIONS - GENERAL / EQUIPMENT -

ANAHEIM UHSD

EXHIBIT SS

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 10/15/2020

FROM 09/04/2020 TO 10/05/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P64R0290	BARNES AND NOBLE	357.59	357.59	0117751110 4150	IS/DUAL ENROLLMENT/INSTR / TEXTS - STATE
P64R0313	BARNES AND NOBLE	644.35	644.35	0120545010 4210	AN/AVID DESTINATION GRADUATION / BOOKS AND
P64R0333	BARNES AND NOBLE	859.20	859.20	0102087072 4320	SUPERINTENDENT/SP EVENTS/ADM / OTHER
P64R0339	BARNES AND NOBLE	282.55	282.55	0128000024 4210	CY /L M T / BOOKS AND REFERENCE MATERIAL
P64R0401	BARNES AND NOBLE	574.97	284.37	0127000810 4210	KE/LCFF-SUPPLEMENTAL/INSTR / BOOKS AND
			290.60	0127004010 4210	KE/ENGLISH/INSTR / BOOKS AND REFERENCE
P64R0347	BERTRAND'S MUSIC	4,417.71	4,417.71	0153392510 4410	SP/LEARN LOSS MITIG-CRF/INST / EQUIPMENT -
P64R0380	BLACKSTONE INDUSTRIES LLC	115.21	115.21	0115392510 4310	ED/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64R0262	BLICK ART MATERIALS LLC	1,185.55	1,185.55	0153393510 4320	SP/LEARN LOSS MITIGATION-S & C / OTHER
P64R0315	BLICK ART MATERIALS LLC	359.89	359.89	0153393510 4320	SP/LEARN LOSS MITIGATION-S & C / OTHER
P64R0337	BLICK ART MATERIALS LLC	1,067.06	1,058.80	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
			8.26	0135000910 4410	DA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
P64R0340	BLICK ART MATERIALS LLC	771.87	771.87	0153393510 4320	SP/LEARN LOSS MITIGATION-S & C / OTHER
P64R0392	BLICK ART MATERIALS LLC	1,085.86	1,085.86	0153393510 4320	SP/LEARN LOSS MITIGATION-S & C / OTHER
P64R0406	BLICK ART MATERIALS LLC	1,429.61	1,429.61	0153393510 4320	SP/LEARN LOSS MITIGATION-S & C / OTHER
P64T0163	BORDERLAN SECURITY	10,450.00	10,450.00	0108392510 5880	EIT/LLM-CRF/INSTR / OTHER OPERATING EXPENSES
P64R0314	BREWER QUILTING AND SEWING SUP	1,727.45	1,727.45	0117392510 4310	IS/LEARN LOSS MITIG-CFR/INST / INSTRUCTIONAL
P64R0297	BUDDY'S ALL STARS INC	711.49	711.49	0122028010 4310	MA/ATHLET/INSTR / INSTRUCTIONAL MATL &
P64R0344	C.A.S.H.	952.00	952.00	0106106072 5310	BUSINESS/GENL ADM / DUES AND MEMBERSHIPS
P64X0316	CALIFORNIA DEPARTMENT OF EDUCA	15,840.00	15,840.00	0100000200 8660	GEN FUND/INTEREST/NA / INTEREST
P64X0325	CALIFORNIA STATE TEACHERS RETI	15,000.00	15,000.00	0100000010 3101	GEN FUND/INSTR / STRS - CERTIFICATED POSITIONS
P64X0317	CALPERS	15,000.00	10,000.00	0100000010 3202	GEN FUND/INSTR / PERS-CLASSIFIED
			5,000.00	0100000072 5880	GEN FUND/GENL ADM / OTHER OPERATING
P64X0302	CAPISTRANO GOLF CARS INC	15,000.00	15,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S

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P64T0171	CDW GOVERNMENT INC.	126.28	126.28	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64T0150	CENGAGE LEARNING	2,140.00	2,140.00	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64T0170	CENGAGE LEARNING	963.84	963.84	0115392510 4210	ED/LLM-CRF/INSTR / BOOKS AND REFERENCE
P64R0371	CENTRAL RESTAURANT PRODUCTS	578.83	578.83	0100392581 4347	DO/LLM-CRF/M & 0 / OPERATIONS SUPPLIES - MISC
P64R0317	CERTIFIED ART SUPPLY	1,363.04	1,363.04	0153393510 4320	SP/LEARN LOSS MITIGATION-S & C / OTHER
P64R0293	CIF SOUTHERN SECTION	1,635.00	1,635.00	0120028040 5310	AN/ATHLET/ANCILLARY / DUES AND MEMBERSHIP
P64R0395	CIF SOUTHERN SECTION	1,200.00	1,200.00	0142028010 5310	OXFORD/ATHLET/INSTR / DUES AND MEMBERSHIPS
P64R0405	CIF SOUTHERN SECTION	1,650.00	1,650.00	0124000010 5310	LOARA/INSTR / DUES AND MEMBERSHIPS
P64R0288	CIF STATE OFFICE	2,420.00	2,420.00	0120028010 5310	ANAHEIM/ATHLET/INSTR / DUES AND MEMBERSHIP
P64A0062	CINNAMON HILLS YOUTH CRISIS CT	54,463.00	43,096.48	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			11,366.52	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64A0063	CINNAMON HILLS YOUTH CRISIS CT	4,911.71	1,923.95	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			2,987.76	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64A0074	CITY OF ANAHEIM AS SUCCESSOR A	199,150.00	199,150.00	4500722600 8625	ANAHEIM PLAZA / COMMUNITY REDEVELOPMENT
P64R0271	CLAY-KING COM	338.30	338.30	0153393510 4320	SP/LEARN LOSS MITIGATION-S & C / OTHER
P64R0349	CLAY-KING COM	624.12	624.12	0153393510 4320	SP/LEARN LOSS MITIGATION-S & C / OTHER
P64X0312	CLEAN ENERGY	30,000.00	30,000.00	0113113036 4392	TRANS/REG-ED/TRANSPORTATION /
P64T0188	CLEVER PROTOTYPES LLC	206.62	206.62	0123000910 5880	SA/LCFF-CONCENTRATION/INSTR / OTHER
P64T0182	COGNITO LLC	787.20	787.20	0115115021 5880	EDUCATION/SUPV INST / OTHER OPERATING
P64R0379	COMMERCIAL DUE DILIGENCE SERVI	1,750.00	1,750.00	2520710185 6211	ANA/DEV FEES/ACQ / PLANNING-CONSULTANTS
P64R0292	CPR1 LLC	1,819.26	214.54	0142140027 4320	OXFORD/SCH ADM/SCH ADM / OTHER OFFICE/MISC
			1,604.72	0142140027 4410	OXFORD/SCH ADM/SCH ADM / EQUIPMENT -
P64C0011	CULVER NEWLIN	34,373.74	34,373.74	2561710185 4410	PO/DEVELOPER FEES/FAC ACQ / EQUIPMENT -
P64C0016	CULVER NEWLIN	28,795.11	28,795.11	2561710185 4410	PO/DEVELOPER FEES/FAC ACQ / EQUIPMENT -

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P64C0017	CULVER NEWLIN	35,216.91	35,216.91	2561710185 4410	PO/DEVELOPER FEES/FAC ACQ / EQUIPMENT -
P64R0258	CULVER NEWLIN	63,562.07	63,562.07	2635731185 4310	DA/BOND SERIES 2018 - MEAS H / INSTRUCTIONAL
P64A0060	DANNIS WOLIVER KELLEY	50,000.00	50,000.00	0102102071 5821	SUPT/BRD SUPT / LEGAL FEES
P64R0359	DECKER INC	867.80	867.80	0100392581 4347	DO/LLM-CRF/M & 0 / OPERATIONS SUPPLIES - MISC
P64R0277	DEMCO INC	689.54	689.54	0131361010 4310	BR/ESSA SCH IMPROV FUND (CSI) / INSTRUCTIONAL
P64T0143	DIGITAL NETWORKS GROUP INC	52,939.75	52,939.75	0108000877 4410	INFORMATION SERVICES/DP / EQUIPMENT -
P64M0009	EAST WHITTIER GLASS AND MIRROR	23,812.33	23,812.33	0138230081 5610	BALL/GENERAL/MO / REPAIRS/MAINT - O/S SERVICE
P64M0010	EAST WHITTIER GLASS AND MIRROR	34,164.99	34,164.99	0137230081 5610	SY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
P64R0381	EBERHARD EQUIPMENT	3,879.00	3,879.00	0111222081 5620	OPERATIONS - GROUNDS / RENTALS/OPERATING
P64R0352	EBSCO SUBSCRIPTION SERVICE	203.46	203.46	0135000024 4210	DALE /L M T / BOOKS AND REFERENCE MATERIAL
P64R0321	EDVOTEK INC.	11,124.13	10,100.50	0117393010 4310	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL MATL
			1,023.63	0117393010 4410	INSTR SVC/VEA-2B/INSTR / EQUIPMENT -
P64T0198	EVERBRIDGE INC	15,656.00	15,656.00	0172172083 5880	SAFE SCHOOLS / OTHER OPERATING EXPENSES
P64R0408	EXTRON ELECTRONICS	16,672.04	16,672.04	2561710185 6490	PO/DEVELOPER FEES/FAC ACQ / EQUIPMENT - OTHER
P64R0400	FACTS ON FILE NEWS SERVICES	629.93	629.93	0168000910 5880	GI/LCFF-CONCENTRATION/INSTR / OTHER
P64X0326	FARMERS AND MERCHANTS BANK	95,000.00	95,000.00	0100000072 5880	GEN FUND/GENL ADM / OTHER OPERATING
P64R0276	FHEG CYPRESS COLLEGE BOOKSTORE	10,986.58	4,310.00	0117546021 4150	SWP K12 PATHWAY IMPR GRANT / TEXTS - STATE
			6,676.58	0117751110 4150	IS/DUAL ENROLLMENT/INSTR / TEXTS - STATE
P64R0320	FISHER SCIENCE EDUCATION	17,177.63	17,177.63	0117393010 4310	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL MATL
P64R0364	FLINN SCIENTIFIC INC	59.12	59.12	0163379010 4310	TITLE IIIA / LIMITED ENG PROF / INSTRUCTIONAL
P64R0365	FLINN SCIENTIFIC INC	588.61	588.61	0120110810 4310	AN/LCFF-ILC/INSTR / INSTRUCTIONAL MATL &
P64R0385	FLINN SCIENTIFIC INC	126.88	126.88	0127032010 4310	KE/BIOLOGY/INSTR / INSTRUCTIONAL MATL &
P64R0289	FULLER TRUCK ACCESSORIES	699.57	699.57	0110230081 4410	MAINTENANCE/MO / EQUIPMENT -
P64R0377	FULLERTON ACE HARDWARE	829.68	829.68	0115392510 4310	ED/LLM-CRF/INSTR / INSTRUCTIONAL MATL &

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P64A0073	FUSION LEARNING INC	50,000.00	50,000.00	0119283011 5880	SYS/INSTR / OTHER OPERATING EXPENSES
P64A0065	GIANNELLI ELECTRIC INC.	1,252,692.00	1,252,692.00	4120735085 6270	AN/2017 COPS PROJ/AQUATICS / MAIN BUILDING
P64R0409	GIANNELLI ELECTRIC INC.	1,750.00	1,750.00	2637731185 6274	SY/BOND SERIES 2018 - MEAS H / CONSTRUCTION -
P64R0323	GLASBY MAINTENANCE SUPPLY CO.	1,029.02	1,029.02	0100392581 4347	DO/LLM-CRF/M & 0 / OPERATIONS SUPPLIES - MISC
P64R0357	GLASBY MAINTENANCE SUPPLY CO.	92,659.61	92,659.61	0100392581 4347	DO/LLM-CRF/M & 0 / OPERATIONS SUPPLIES - MISC
P64R0283	GOLDEN WEST LEAGUE	2,500.00	2,500.00	0125000010 5310	KA/INSTR / DUES AND MEMBERSHIPS
P64T0180	GOOGLE APPS EXPERTS INC	875.00	875.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
P64R0336	GOPHER SPORTS EQUIPMENT	5,283.20	5,283.20	0147392510 4310	HOPE/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64S0031	GORM INC	8,667.24	8,667.24	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64T0191	GRACENOTES LLC	6,400.00	4,800.00	0153392010 5880	SP/ESSER-CARES ACT/INSTR / OTHER OPERATING
			1,600.00	0153392510 5880	SP/LEARN LOSS MITIG-CRF/INST / OTHER OPERATING
P64R0264	GRACEWORKS LLC	74,722.50	74,722.50	0106392081 4310	BUSINESS/ESSER-CARES ACT/M&O / INSTRUCTIONAL
P64C0037	GRAINGER	3,765.56	3,765.56	0138000010 4410	BALL/INSTR / EQUIPMENT - NON-CAPITALIZED
P64X0318	GREATER ANAHEIM SELPA	640,322.00	640,322.00	76 9620	WARRANT PASSTHRU / DUE TO STUDENT GRPS/OTF
P64X0319	GREATER ANAHEIM SELPA	9,589,688.00	9,589,688.00	76 9620	WARRANT PASSTHRU / DUE TO STUDENT GRPS/OTF
P64X0320	GREATER ANAHEIM SELPA	265,000.00	265,000.00	76 9620	WARRANT PASSTHRU / DUE TO STUDENT GRPS/OTF
P64X0321	GREATER ANAHEIM SELPA	4,000.00	4,000.00	76 9620	WARRANT PASSTHRU / DUE TO STUDENT GRPS/OTF
P64X0322	GREATER ANAHEIM SELPA	170,000.00	170,000.00	76 9620	WARRANT PASSTHRU / DUE TO STUDENT GRPS/OTF
P64X0323	GREATER ANAHEIM SELPA	15,865.00	15,865.00	76 9620	WARRANT PASSTHRU / DUE TO STUDENT GRPS/OTF
P64X0324	GREATER ANAHEIM SELPA	3,390,571.00	3,390,571.00	76 9620	WARRANT PASSTHRU / DUE TO STUDENT GRPS/OTF
P64A0075	HAYES SOFTWARE SYSTEMS	18,366.75	18,366.75	0153000910 5880	SP PR/LCFF-SUPPLEMENTAL / OTHER OPERATING
P64R0259	HOONUIT I LLC	26,000.00	26,000.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF
P64R0399	HOUGHTON MIFFLIN COMPANY	4,369.05	4,369.05	0115392510 4150	ED/LLM-CRF/INSTR / TEXTS - STATE ALLOCATION
P64R0329	HOUGHTON MIFFLIN HARCOURT	114.11	114.11	0163379010 4210	TITLE IIIA / LIMITED ENG PROF / BOOKS AND

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P64R0378	HOWIES ATHLETIC TAPE	718.53	718.53	0128028034 4320	CYPRESS/ATHLETICS/HEALTH / OTHER OFFICE/MIS
P64A0061	ICS SERVICE CO.	2,652.00	2,652.00	0110245081 5610	M & O/SAFETY & SECURITY/M&O / REPAIRS/MAINT
P64A0071	INSPIRED RESOLUTIONS LICENSED	12,000.00	12,000.00	0153392010 5805	SP/ESSER-CARES ACT/INSTR / INSTRUCTIONAL PRO
P64T0164	INTERACTIVE EDUCATIONAL SERVIC	1,200.00	1,200.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
P64R0324	INTERNATIONAL E Z UP INC	7,986.01	7,986.01	0100392581 4347	DO/LLM-CRF/M & 0 / OPERATIONS SUPPLIES - MISC
P64T0199	IXL	5,525.00	5,525.00	0161361010 5880	PO/ESSA SCH IMPROV FUND (CSI) / OTHER
P64T0200	IXL	3,862.00	3,862.00	0168361010 5880	GI/ESSA SCH IMPROV FUND (CSI) / OTHER
P64R0367	J.W. PEPPER AND SON INC.	140.08	140.08	0120007010 4310	ANAHEIM/INS MUS/INSTR / INSTRUCTIONAL MATL
P64X0308	J.W. PEPPER AND SON INC.	1,000.00	400.00 600.00	0125006010 4310 0125008010 4310	KA/THEATER/INSTR / INSTRUCTIONAL MATL & KA/VOC MUSIC/INSTR / INSTRUCTIONAL MATL &
P64R0358	JACKSONS A S BREA F M P	91,137.11	91,137.11	0100392581 4347	DO/LLM-CRF/M & 0 / OPERATIONS SUPPLIES - MISC
P64T0192	JAMF SOFTWARE LLC	7,560.00	7,560.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
P64R0294	JIM'S MUSIC CENTER	233.82	233.82	0134392510 4310	WA/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64R0345	JIM'S MUSIC CENTER	1,227.27	1,227.27	0153392510 4310	SP/LEARN LOSS MITIG-CRF/INST / INSTRUCTIONAL
P64A0064	JM AND J CONTRACTORS	97,690.00	97,690.00	2632731185 6165	OR/BOND SERIES 2018 - MEAS H / SITE
P64R0302	JOHNSON FLOORING INC	8,450.00	8,450.00	0120220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
P64R0388	JUNIOR LIBRARY GUILD	2,893.56	2,893.56	0125381010 5880	KA/ECIA1/INSTR / OTHER OPERATING EXPENSES
P64R0282	KEENAN ASSOCIATES	265.00	265.00	0100000010 3901	GEN FUND/INSTR / OTHER BENEFITS-CERTIFICATE
P64M0006	KINGS OF CONCRETE, THE	15,425.00	15,425.00	0132233081 5610	OR/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
P64T0162	KISSFLOW INC	6,000.00	6,000.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
P64T0165	KUTA SOFTWARE	691.76	691.76	0137000910 5880	SY/LCFF-CONCENTRATION/INSTR / OTHER
P64R0304	KYA SERVICES	812.04	812.04	0150233081 5610	DO/FLOOR/M&O / REPAIRS/MAINT - O/S SERVICES
P64R0267	LAIRD PLASTICS	13,294.20	13,294.20	0100392581 4347	DO/LLM-CRF/M & 0 / OPERATIONS SUPPLIES - MISC

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P64T0154	LEARN BY DOING INC.	4,010.00	4,010.00	0124381010 5880	LO/TITLE I/INSTRUCTIONAL / OTHER OPERATING
P64R0407	LIBRARY STORE INC., THE	90.81	90.81	0132000010 4310	OR/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64T0145	LITTLE FOX ONLINE	90.00	90.00	0147257011 5880	SEVER HDCP/SE SEP CL/SEV / OTHER OPERATING
P64T0146	LITTLE FOX ONLINE	270.00	270.00	0147257011 5880	SEVER HDCP/SE SEP CL/SEV / OTHER OPERATING
P64T0195	LUCID SOFTWARE INC	29,500.00	19,765.00	0108392010 5880	EIT/ESSER-CARES ACT/INSTR / OTHER OPERATING
			9,735.00	0108392510 5880	EIT/LLM-CRF/INSTR / OTHER OPERATING EXPENSES
P64X0295	LUCYS LAUNDRY ANAHEIM	1,000.00	1,000.00	0125028081 5560	KATELLA/ATHLETCS/FIELD SUPP / LAUNDRY
P64X0327	MAGNOLIA HIGH SCHOOL	10,000.00	10,000.00	0122028040 5810	MA/ATHLET/ANCILL / NON-INSTRUCTIONAL PROF
P64C0041	MANHATTAN STITCHING INC	398.59	398.59	0100392581 4410	DO/LLM-CRF/M & 0 / EQUIPMENT - NON-CAPITALIZ
P64R0298	MB PAINTING	2,500.00	2,500.00	0122237081 5610	MA/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
P64R0338	MC GRAW HILL	3,754.35	3,754.35	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64R0350	MC GRAW HILL COMPANIES	1,159.02	1,159.02	0116400010 4210	ED/MANDATED 1-TIME FUNDS/INSTR / BOOKS AND
P64R0353	MC GRAW HILL COMPANIES	1,301.90	1,301.90	0116400010 4210	ED/MANDATED 1-TIME FUNDS/INSTR / BOOKS AND
P64R0354	MC GRAW HILL COMPANIES	2,808.70	2,808.70	0116400010 4210	ED/MANDATED 1-TIME FUNDS/INSTR / BOOKS AND
P64R0355	MC GRAW HILL COMPANIES	2,441.82	2,441.82	0116400010 4210	ED/MANDATED 1-TIME FUNDS/INSTR / BOOKS AND
P64R0356	MC GRAW HILL COMPANIES	2,588.11	2,588.11	0116400010 4210	ED/MANDATED 1-TIME FUNDS/INSTR / BOOKS AND
P64R0328	MC GRAW HILL EDUCATION INC.	129.70	129.70	0163379010 4210	TITLE IIIA / LIMITED ENG PROF / BOOKS AND
P64R0362	MIKE ELAM CONSTRUCTION	52,523.40	52,523.40	0110236081 5610	MAINTENANCE/LOCKS/MO / REPAIRS/MAINT - O/S
P64R0286	MONTGOMERY HARDWARE CO.	2,691.06	2,691.06	0113113036 4410	TRANS/REG-ED/TRANSPORTATION / EQUIPMENT -
P64X0298	MORSCO SUPPLY LLC	5,000.00	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64R0319	MUSIC AND ARTS CENTER	252.15	252.15	0131385010 4310	BR/TITLE IV/INSTR / INSTRUCTIONAL MATL &
P64X0311	MUSIC AND ARTS CENTER	1,077.50	1,077.50	0138007010 4310	BALL/INS MUS/INSTR / INSTRUCTIONAL MATL &
P64R0274	MYSTERY SCIENCE INC	99.00	99.00	0147257011 5880	SEVER HDCP/SE SEP CL/SEV / OTHER OPERATING
P64R0275	MYSTERY SCIENCE INC	99.00	99.00	0147257011 5880	SEVER HDCP/SE SEP CL/SEV / OTHER OPERATING

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P64T0187	MYSTERY SCIENCE INC	99.00	99.00	0147257011 5880	SEVER HDCP/SE SEP CL/SEV / OTHER OPERATING
P64T0190	MYSTERY SCIENCE INC	99.00	99.00	0147257011 5880	SEVER HDCP/SE SEP CL/SEV / OTHER OPERATING
P64R0273	N2Y LLC	297.00	297.00	0147257011 5880	SEVER HDCP/SE SEP CL/SEV / OTHER OPERATING
P64R0310	N2Y LLC	18,326.54	18,326.54	0116400010 4210	ED/MANDATED 1-TIME FUNDS/INSTR / BOOKS AND
P64R0309	NASCO	253.26	253.26	0153393510 4320	SP/LEARN LOSS MITIGATION-S & C / OTHER
P64R0306	NORTH ORANGE COUNTY REGIONAL	3,672.00	3,672.00	0117597092 7223	IS/HEALTH CAREER OPTY PROGM / ROP TRANSFER
P64R0291	OCCIDENTAL COLLEGE	1,590.00	1,590.00	0123000910 5210	SA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
P64A0066	OCDE	1,700,000.00	1,700,000.00	0119255092 7141	HEARING/TRANSFER BETWEEN AGENCY /
P64A0067	OCDE	255,000.00	255,000.00	0119283036 5870	SYS/TRANS / PUPIL TRANSPORTATION
P64A0068	OCDE	185,000.00	185,000.00	0119255092 7141	HEARING/TRANSFER BETWEEN AGENCY /
P64R0279	OFFICE DEPOT	82.94	82.94	0117392510 4310	IS/LEARN LOSS MITIG-CFR/INST / INSTRUCTIONAL
P64R0398	OFFICE DEPOT	194.75	194.75	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64X0300	OFFICE DEPOT	2,000.00	2,000.00	0156156072 4320	FACILITIES/GENL ADM / OTHER OFFICE/MISC
P64X0314	OFFICE DEPOT	2,000.00	2,000.00	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
P64R0374	ORANGE COUNTY DEBATE LEAGUE	695.00	695.00	0131000910 5310	BR/LCFFF-CONCENTRATION/INSTR / DUES AND
P64A0069	ORANGE COUNTY HEALTH CARE AGEN	500,000.00	500,000.00	0119282531 5810	SP ED IDEA MENTAL HEALTH SERVS /
P64R0334	ORANGE COUNTY WINDUSTRIAL	173,746.88	173,746.88	0100392581 4347	DO/LLM-CRF/M & 0 / OPERATIONS SUPPLIES - MISC
P64R0263	P AND R PAPER SUPPLY CO. INC.	109.78	109.78	0153393510 4320	SP/LEARN LOSS MITIGATION-S & C / OTHER
P64R0351	P AND R PAPER SUPPLY CO. INC.	181.24	181.24	0100392581 4347	DO/LLM-CRF/M & 0 / OPERATIONS SUPPLIES - MISC
P64R0363	P AND R PAPER SUPPLY CO. INC.	128.83	128.83	0100595500 4320	COMMUNITY FOUNDATION GRANT / OTHER
P64R0300	PACIFIC COMMERCIAL TRUCK BODY	15,736.89	1,406.14 14,330.75	0110245081 4355 0110245081 4410	M & O/SAFETY & SECURITY/M&O / MAINTENANCE M & O/SAFETY & SECURITY/M&O / EQUIPMENT -
P64R0285	PACWEST AIR FILTER LLC.	38,371.06	38,371.06	0110235081 4355	MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLI

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 10/15/2020

FROM 09/04/2020 TO 10/05/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P64R0299	PIONEER ATHLETICS	3,951.08	3,951.08	0148237081 4355	HANDEL/PAINT/MO / MAINTENANCE SUPPLIES
P64R0316	PITSCO INC.	3,297.13	3,297.13	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64X0303	PLUMBING AND INDUSTRIAL SUPPLY	3,000.00	3,000.00	0110239081 4355	MAINTENANCE/PLUMB/MO / MAINTENANCE
P64M0008	QUALITY ENVIRONMENTAL INC	29,700.00	29,700.00	0150230081 5610	ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S
P64R0361	RIBBONS GALORE INC	885.72	885.72	0163000921 4320	EL/LCFF-CONCENTRATION/SUPV / OTHER
P64R0301	RIVERSIDE INSIGHTS	56,505.80	56,505.80	0119392510 4310	SYS/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64R0327	RIVERSIDE INSIGHTS	465.27	465.27	0120261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
P64X0301	SAVANNA HIGH SCHOOL	7,500.00	7,500.00	0123028040 5810	SA/ATHLET/ANCILL / NON-INSTRUCTIONAL PROF
P64R0375	SCHOOL SERVICES OF CALIFORNIA	1,680.00	1,680.00	0106106072 5210	BUSINESS/GENL ADM / TRAVEL AND CONFERENCE
P64R0394	SCHOOL SERVICES OF CALIFORNIA	275.00	275.00	0106106072 5210	BUSINESS/GENL ADM / TRAVEL AND CONFERENCE
P64R0326	SCHOOL SPECIALTY INC	185.81	185.81	0147392510 4310	HOPE/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64R0390	SCHOOL SPECIALTY INC	884.52	884.52	0135005010 4310	DALE/ART/INSTR / INSTRUCTIONAL MATL &
P64R0402	SCHOOL SPECIALTY INC	8,128.66	8,128.66	0147392510 4310	HOPE/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64S0034	SCHOOL SPECIALTY INC	379.82	379.82	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64T0186	SEESAW	55.00	55.00	0147257011 5880	SEVER HDCP/SE SEP CL/SEV / OTHER OPERATING
P64T0147	SEHI COMPUTER PRODUCTS INC	1,293.33	1,293.33	0104104072 4410	CERT HR/GENL ADM / EQUIPMENT -
P64T0148	SEHI COMPUTER PRODUCTS INC	140,413.88	140,413.88	0108392510 4410	EIT/LLM-CRF/INSTR / EQUIPMENT -
P64T0149	SEHI COMPUTER PRODUCTS INC	14,424.63	14,424.63	0108000877 4410	INFORMATION SERVICES/DP / EQUIPMENT -
P64T0153	SEHI COMPUTER PRODUCTS INC	5,949.25	5,949.25	0134392510 4410	WA/LLM-CRF/INSTR / EQUIPMENT -
P64T0156	SEHI COMPUTER PRODUCTS INC	176,043.56	176,043.56	0108392510 4410	EIT/LLM-CRF/INSTR / EQUIPMENT -
P64T0168	SEHI COMPUTER PRODUCTS INC	222.66	222.66	0134392510 4310	WA/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64T0169	SEHI COMPUTER PRODUCTS INC	13,517.55	13,517.55	0108000877 4310	INFORMATION SERVICES/DP / INSTRUCTIONAL MA
P64T0172	SEHI COMPUTER PRODUCTS INC	5,596.37	5,596.37	0142000910 4410	OX/LCFF-CONCENTRATION/INSTR / EQUIPMENT -

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 10/15/2020

FROM 09/04/2020 TO 10/05/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P64T0173	SEHI COMPUTER PRODUCTS INC	1,656.43	1,656.43	0172000831 4410	SAFE SCHOOLS/LCFF/GUIDANCE / EQUIPMENT -
P64T0174	SEHI COMPUTER PRODUCTS INC	1,442.46	1,442.46	0172172083 4410	SAFE SCHOOLS / EQUIPMENT - NON-CAPITALIZED
P64T0175	SEHI COMPUTER PRODUCTS INC	5,438.85	5,438.85	0153392010 4310	SP/ESSER-CARES ACT/INSTR / INSTRUCTIONAL MATL
P64T0176	SEHI COMPUTER PRODUCTS INC	15,343.00	15,343.00	0119392510 4310	SYS/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64T0177	SEHI COMPUTER PRODUCTS INC	892.89	892.89	0125261012 4410	SE RES SP(RSP)/SE RES SP/NSEV / EQUIPMENT -
P64T0178	SEHI COMPUTER PRODUCTS INC	6,330.31	6,330.31	0108000877 4310	INFORMATION SERVICES/DP / INSTRUCTIONAL MA
P64T0179	SEHI COMPUTER PRODUCTS INC	1,442.46	1,442.46	0115115021 4410	EDUCATION/SUPV INST / EQUIPMENT -
P64T0185	SEHI COMPUTER PRODUCTS INC	7,240.80	7,240.80	0108392510 4310	EIT/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64T0194	SEHI COMPUTER PRODUCTS INC	181.02	181.02	0153392010 4310	SP/ESSER-CARES ACT/INSTR / INSTRUCTIONAL MATL
P64T0196	SEHI COMPUTER PRODUCTS INC	383.58	383.58	0123000910 4310	SA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64T0197	SEHI COMPUTER PRODUCTS INC	367.73	367.73	0114114072 4320	WAREHOUSE/GENL ADM / OTHER OFFICE/MISC
P64T0201	SEHI COMPUTER PRODUCTS INC	17,926.95	432.08	0124381010 4310	LO/TITLE I/INSTRUCTIONAL / INSTRUCTIONAL MATL
			17,494.87	0124381010 4410	LO/TITLE I/INSTRUCTIONAL / EQUIPMENT -
P64T0208	SEHI COMPUTER PRODUCTS INC	2,884.93	2,884.93	0117914050 4410	IS/NOCRC COMMUNITY SCHOOL / EQUIPMENT -
P64R0280	SIGLER INC., RUSSELL	53,941.81	53,941.81	0138235081 4410	BALL/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
P64R0284	SIGNS DIRECT INC	439.82	439.82	0168140027 4320	GI SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64R0404	SMILE MAKERS	88.36	88.36	0168000010 4310	GI SOUTH/INSTR / INSTRUCTIONAL MATL & SUPPLI
P64T0126	SMITHOUTLET/SMITHGEAR	775.58	775.58	0131381010 4310	BR/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI
P64T0160	SNO SITES	650.00	650.00	0128000910 5880	CY/LCFF-CONCENTRATION/INSTR / OTHER
P64T0161	SNO SITES	400.00	400.00	0168000910 5880	GI/LCFF-CONCENTRATION/INSTR / OTHER
P64R0383	SO CAL OFFICE TECHNOLOGIES	681.52	681.52	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC
P64X0304	SOCALGRAD	1,377.58	1,377.58	0142140027 4320	OXFORD/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64R0295	SOUTH COAST AIR QUALITY	669.94	669.94	0113113036 5880	TRANS/REG-ED/TRANSPORTATION / OTHER
P64R0303	SOUTH COAST AIR QUALITY	272.80	136.40	0127230081 5880	KE/GENERAL/MO / OTHER OPERATING EXPENSES

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

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FROM 09/04/2020 TO 10/05/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P64R0303	*** CONTINUED ***				
			136.40	0150230081 5880	ADMIN/GENERAL/MO / OTHER OPERATING EXPENS
P64C0035	SOUTHWEST SCHOOL AND OFFICE SU	4,714.06	4,714.06	0100392581 4347	DO/LLM-CRF/M & 0 / OPERATIONS SUPPLIES - MISC
P64R0260	SOUTHWEST SCHOOL AND OFFICE SU	616.87	616.87	0153393510 4320	SP/LEARN LOSS MITIGATION-S & C / OTHER
P64R0341	SOUTHWEST SCHOOL AND OFFICE SU	112.38	112.38	0153393510 4320	SP/LEARN LOSS MITIGATION-S & C / OTHER
P64R0368	SOUTHWEST SCHOOL AND OFFICE SU	385.68	385.68	0147392510 4310	HOPE/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64R0397	SOUTHWEST SCHOOL AND OFFICE SU	279.29	279.29	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64R0403	SOUTHWEST SCHOOL AND OFFICE SU	680.97	680.97	0147392510 4310	HOPE/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64S0035	SOUTHWEST SCHOOL AND OFFICE SU	1,601.60	1,601.60	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64S0037	SOUTHWEST SCHOOL AND OFFICE SU	1,060.31	1,060.31	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64R0331	SPORTS FACILITIES GROUP INC	10,646.33	10,646.33	4124735085 6274	2017 COPS PROJECT FUND / CONSTRUCTION - OTHE
P64R0332	SPORTS FACILITIES GROUP INC	4,008.93	4,008.93	4128735085 6274	2017 COPS PROJECT FUND / CONSTRUCTION - OTHE
P64R0342	STAPLES ADVANTAGE	389.18	389.18	0153393510 4320	SP/LEARN LOSS MITIGATION-S & C / OTHER
P64R0391	STAPLES ADVANTAGE	1,078.13	1,078.13	0153393510 4320	SP/LEARN LOSS MITIGATION-S & C / OTHER
P64S0032	STAPLES ADVANTAGE	3,223.07	3,223.07	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64R0369	TAEHO AND EUNJU JUNG	5,500.00	5,500.00	0119283036 5870	SYS/TRANS / PUPIL TRANSPORTATION
P64X0297	TEACHERS PAY TEACHERS	400.00	400.00	0121257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
P64T0151	TROXELL COMMUNICATIONS INC	594.78	594.78	0120381010 4410	ANAHEIM/ECIA1/INSTR / EQUIPMENT -
P64T0152	TROXELL COMMUNICATIONS INC	922.34	922.34	0120381010 4310	ANAHEIM/ECIA1/INSTR / INSTRUCTIONAL MATL &
P64T0166	TROXELL COMMUNICATIONS INC	2,767.02	2,767.02	0134392510 4310	WA/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64R0270	TURF STAR INC	57,044.01	4,392.82	0111222081 4410	OPERATIONS - GROUNDS / EQUIPMENT -
			52,651.19	0111222081 6490	OPERATIONS - GROUNDS / EQUIPMENT - OTHER
P64T0158	TURNITIN LLC	61,400.00	695.00	0134000910 5880	WA/LCFF-CONCENTRATION/INSTR / OTHER
			60,705.00	0153000910 5580	SP PR/LCFF-SUPPLEMENTAL / SANITATION

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 10/15/2020

FROM 09/04/2020 TO 10/05/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P64R0237	U S BANK	900.00	900.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING EXPENS
P64X0299	U S BANK	2,000.00	2,000.00	0128013010 4310	CY/HECT/INSTR / INSTRUCTIONAL MATL & SUPPLIE
P64X0305	U S BANK	5,000.00	5,000.00	0109620037 5880	FOOD SVC/GRADES 7-12/FOOD SVC / OTHER
P64X0315	U S BANK	5,000.00	5,000.00	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
P64R0278	ULINE	160.58	160.58	0123381110 4310	SAVANNA/TITLE I/PARENTING / INSTRUCTIONAL
P64R0269	UNITED OF OMAHA	6,607.14	6,607.14	0100000010 3901	GEN FUND/INSTR / OTHER BENEFITS-CERTIFICATE
P64R0387	VERNIER SOFTWARE	395.69	395.69	0127032010 4310	KE/BIOLOGY/INSTR / INSTRUCTIONAL MATL &
P64T0144	VERNIER SOFTWARE	2,110.84	2,110.84	0128000910 5880	CY/LCFF-CONCENTRATION/INSTR / OTHER
P64T0155	VEX ROBOTICS INC	15,133.49	6,192.40	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR / INSTRUCTIONA
			8,941.09	0131000910 4410	BR/LCFFF-CONCENTRATION/INSTR / EQUIPMENT -
P64T0189	VISTA HIGHER LEARNING	23,730.59	23,730.59	0116468010 4210	LOTTERY/RESTRICTED/INSTR / BOOKS AND
P64A0070	VITAL LINK	26,425.00	26,425.00	0117393010 5805	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL PROF
P64R0266	VITAL LINK	6,993.00	6,993.00	0117546021 5880	SWP K12 PATHWAY IMPR GRANT / OTHER
P64R0360	WAXIE SANITARY SUPPLY	49,400.10	49,400.10	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
P64R0318	WEST MUSIC	6,762.96	6,762.96	0147392510 4310	HOPE/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64R0346	WEST MUSIC	3,853.15	3,853.15	0153392510 4310	SP/LEARN LOSS MITIG-CRF/INST / INSTRUCTIONAL
P64R0308	WEST SHIELD ADOLESCENT SERVICE	6,294.80	6,294.80	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
P64X0296	WESTERN HIGH SCHOOL ASB	7,000.00	7,000.00	0121028040 5810	WE/ATHLET/ANCILLARY / NON-INSTRUCTIONAL
P64T0206	WEVIDEO INC	21,546.99	21,546.99	0108000877 5880	INFORMATION SERVICES/DP / OTHER OPERATING
P64R0322	WILSON LANGUAGE TRAINING	17,755.81	17,755.81	0119392510 4310	SYS/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64R0261	WINGS AND THINGS	6,000.00	6,000.00	0120220081 5620	OPERATIONS - GENERAL / RENTALS/OPERATING
P64R0376	WOODPECKERS INC	886.24	886.24	0115392510 4310	ED/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64R0296	ZONAR SYSTEMS INC	6,254.13	6,254.13	0113113036 4320	TRANS/REG-ED/TRANSPORTATION / OTHER
P64R0307	ZONAR SYSTEMS INC	31,788.24	31,788.24	0113113036 5610	TRANS/REG-ED/TRANSPORTATION / REPAIRS/MAIN

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PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 10/15/2020

FROM 09/04/2020 TO 10/05/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
		Fund 01 Total:	5,172,389.12		
		Fund 25 Total:	116,807.80		
		Fund 26 Total:	163,002.07		
		Fund 41 Total:	1,267,347.26		
		Fund 45 Total:	199,150.00		
		Fund 76 Total:	14,075,446.00		
		Total Amount of Purchase Orders:	20,994,142.25		

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PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES **10/15/2020**

FRO 09/04/2020 TO 10/05/2020

<u>PO</u> <u>NUMBE</u>	<u>VENDOR</u>	<u>PO</u> <u>TOTAL</u>	<u>CHANGE</u> <u>AMOUNT</u>	<u>ACCOUNT</u> <u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
M64A0105	HANOVER RESEARCH COUNCIL	129,818.00	+44,558.00	0153381021 5810	SP PR ADM/ECIA1/SUPV INST / NON-INSTRUCTIONAL
M64T0443	RELIAS LEARNING LLC	19,769.61	+6,816.26	0119283039 5880	SYS/OTHER PUPIL / OTHER OPERATING EXPENSES
N64A0141	SPICO SOLUTIONS INC	18,000.00	+9,000.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
N64T0515	SEHI COMPUTER PRODUCTS INC	429,981.55	-13,123.95	0108000877 4310	INFORMATION SERVICES/DP / INSTRUCTIONAL MATL
N64X0415	SOCALGRAD	4,984.00	+184.00	0125066027 4320	KATELLA/GRADUATION/SCH ADMIN / OTHER
P64R0006	CIF SOUTHERN SECTION	1,785.00	+109.49	0122028010 5310	MA/ATHLET/INSTR / DUES AND MEMBERSHIPS
P64R0069	WASHINGTON MUSIC CENTER	45,256.88	+10,775.00	0115392510 4410	ED/LLM-CRF/INSTR / EQUIPMENT - NON-CAPITALIZED
P64R0139	SCHOOL SPECIALTY INC	36,021.15	-1,116.12	0153392510 4320	SP/LEARN LOSS MITIG-CRF/INST / OTHER OFFICE/MIS
P64R0141	SOUTHWEST SCHOOL AND OFFICE SU	1,420.95	-116.80	0153392510 4320	SP/LEARN LOSS MITIG-CRF/INST / OTHER OFFICE/MIS
P64R0182	J AND A FENCE	14,935.00	+1,185.00	0128232081 5610	CY/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
P64R0183	A AND V CONTRACTORS INC.	8,655.00	+6,755.00	0122233081 5610	MA/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
			-6,755.00	0123233081 5610	SA/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
			+1,900.00	0128233081 5610	CY/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
P64R0226	WESTCOR ENVIRONMENTAL INC	8,456.00	+2,007.00	0132230081 5610	OR/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
P64R0248	TEN3 LLC	5,899.31	+511.81	0100392581 4347	DO/LLM-CRF/M & 0 / OPERATIONS SUPPLIES - MISC
P64S0022	NASCO	3,643.67	-636.16	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64S0025	SOUTHWEST SCHOOL AND OFFICE SU	35,958.60	-37,795.47	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64T0080	POWERSCHOOL GROUP LLC	53,762.72	+5,845.41	0104104072 5880	CERT HR/GENL ADM / OTHER OPERATING EXPENSES
			+5,845.40	0105105072 5880	CLASS HR/GENL ADM / OTHER OPERATING EXPENSES
P64T0136	ACORN MEDIA	1,440.62	+120.68	0115392081 4320	ED SERVICES/ESSER-CARES/M&O / OTHER
P64X0117	INLAND TOP SOIL MIXES INC.	65,120.28	+50,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
P64X0127	AMERICAN CASUAL	2,000.00	+200.00	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
P64X0137	JOHNSTONE SUPPLY	7,000.00	+4,000.00	0110235081 4355	MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLIES

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PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS
BOARD OF TRUSTEES 10/15/2020

FRO 09/04/2020 TO 10/05/2020

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P64X0257	COAST TO COAST LABEL	4,000.00	+3,000.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC SUPPLIE
Fund 01 Total:			93,269.55		
Total Amount of Change Orders:			93,269.55		

VENDOR CHECK REGISTER
September 4, 2020 Through October 5, 2020

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
5 STAR STUDENTS LLC	V6411963	5880	1650	00165774
A 1 FENCE COMPANY	V6408537	4355	379.57	00165391
			297.37	00165608
A ALVARADO PAINTING	V6406348	5610	2625	00165321
			10850	00165392
A AND C URGENT CARE	V6412935	5880	455	00165659
A AND V CONTRACTORS INC.	V6410406	5610	8655	00165609
A U H S D FOOD SERVICE DEPT	V6400023	5880	11891.41	00165474
A Z BUS SALES INC.	V6400025	4370	145.08	00165610
			661.06	00165775
AAA ELECTRIC MOTOR SALES	V6400033	4355	111.15	00165611
			60.66	00165745
ACORN MEDIA	V6400068	4320	31678.5	00165393
			1440.62	00165612
ACOUSTICAL MATERIAL SERVICES	V6400070	4355	431.36	00165394
			325.87	00165613
			404.7	00165746
ACS BILLING SERVICE	V6400072	5580	3168.96	00165747
ADI	V6400095	4355	110.82	00165395
			779.84	00165614
			330.95	00165748
ADVANCED WILDLIFE REMOVAL	V6413009	5610	1189	00165396
ADVANTAGE WEST INVESTMENT ENTERPRISES INC.	V6412537	4410	25842.76	00165530
		9320	1156.7	00165397
			1466.71	00165475
			2174.59	00165615
AGRI TURF DISTRIBUTING LLC	V6412836	4347	836.23	00165398
			721.47	00165432
			2439.13	00165476
			719.44	00165616
			162.29	00165749
AIRSUPPLY TOOLS INC.	V6412933	4375	1089.98	00165617
		9320	2443.19	00165399
AIRWOLF 3D	V6411803	4410	4480	00165400
ALBRIGHT LIGHTING PLASTICS	V6410869	4355	304.5	00165401
			202.57	00165618
ALL WE PRINT	V6412650	4410	808.13	00165433
ALLIANCE ENVIRONMENTAL COMPLIANCE INC	V6400169	5610	11962.9	00165434
			1705.8	00165750
ALT REV CASH FUND	V6405194	4199	247.32	00165559
		4310	757.49	00165559
		4320	1551.07	00165559
		4347	36.7	00165559
		4381	593.13	00165559
		4390	182.44	00165559
		5910	66.1	00165559
	V6405195	4310	773.49	00165358
		4320	277.83	00165358
		4347	224.8	00165358
		5880	320	00165358
		5910	94.7	00165358
	V6405196	4310	738.83	00165322
		4320	457.05	00165322
		4347	43.09	00165322
		4390	1701.68	00165322
		5880	200	00165322
AMAZON WEB SERVICES INC.	V6412894	5880	48.47	00165402
AMBRIZ, AURORA	V6413883	5210	40	00165751
AMBRIZ, MOLLY	V6412803	5210	40	00165712
AMERICAN CASUAL	V6407489	4320	1836.07	00165752
AMERICAN FENCE COMPANY INC	V6407611	5610	101.1	00165619
AMERICAN TIME	V6410391	4355	1561.22	00165753
AMPLIFIED IT	V6412704	5880	70800	00165531

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ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	38352.87	00165477
ANIXTER	V6400966	4355	1128.18	00165435
			325.3	00165620
			1265.89	00165776
APEX LEARNING	V6410442	5880	152194	00165478
APPLE INC	V6400319	4310	40517.26	00165479
		4410	1469.8	00165479
APPLE STORE LOS CERRITOS	V6410891	4320	95.9	00165621
AREY JONES EDUCATIONAL SOLUTIONS	V6411649	4410	1643.53	00165754
ARROW SERVICES INC	V6412839	5580	3012.52	00165436
ART SUPPLY WAREHOUSE	V6400350	4310	263.45	00165622
ASSURE GLOBAL LLC	V6413861	4347	9707.94	00165623
AT AND T	V6400374	5918	56.33	00165671
	V6406157	5918	10370.71	00165560
ATKINSON ANDELSON LOYA RUUD	V6400383	5821	9484.01	00165713
			7511.44	00165832
AVID CENTER	V6400410	5210	850	00165672
		5310	56602	00165480
		5510	850	00165833
		5810	5970	00165480
AWARDS BY PAUL	V6400412	4320	77.58	00165777
B AND H PHOTO VIDEO INC	V6400422	4310	694.11	00165323
			4576.66	00165532
			75.95	00165660
			420.08	00165714
		4410	746.72	00165532
B AND K ELECTRIC WHOLESALE	V6400623	4355	55.23	00165755
B AND M LAWN AND GARDEN INC	V6400423	4347	2618.92	00165437
			587.57	00165624
			872.36	00165756
		9320	305.86	00165437
BACH COMPANY, THE	V6407748	4310	1291.45	00165715
BARNES AND NOBLE	V6400450	4320	206.36	00165359
BCT ENTERTAINMENT	V6406302	4347	938.24	00165481
BEE BUSTERS	V6400472	4347	125	00165482
		5610	125	00165716
BEHAVIORAL LEARNING NETWORK	V6413866	5880	20125	00165403
BERTRAND'S MUSIC	V6412730	4310	21284.06	00165324
			6881.64	00165360
			10747.25	00165778
		4410	45777.02	00165324
			16171.28	00165360
BILLINGS, JANICE	V6402265	3701	1282.8	00165673
BJ BINDERY	V6411113	5810	547	00165483
BLACKSHEAR, SHERRITA	V6413215	5210	85	00165625
BLICK ART MATERIALS LLC	V6401357	4310	581.41	00165661
		4320	1185.55	00165779
BOBCAT OF LOS ANGELES INC	V6412602	5610	542.85	00165404
BORDER TIRE	V6413240	4386	1930.81	00165325
BORDERLAN SECURITY	V6412867	5880	10450	00165674
BPS SUPPLY GROUP	V6400476	4355	204.27	00165533
			525.2	00165662
BRIDGEPORT GOLF CARS	V6413224	5610	1413.47	00165626
BROWN, JENNIFER	V6409000	4320	359.1	00165438
BUDDY'S ALL STARS INC	V6406311	5630	6690	00165780
BUSWEST LLC	V6407892	4376	281.17	00165484
C.A.S.H.	V6400650	5310	952	00165781
CALIFORNIA CUSHION COMPANY INC.	V6411382	4355	32.84	00165361
CALIFORNIA DEPT. OF JUSTICE	V6400689	5810	224	00165362
		5880	1007	00165663

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CALIFORNIA PLUMBING PARTS	V6412567	4355	2360.23	00165439
			1812.27	00165534
			1292.48	00165664
			2824.78	00165782
CALIFORNIA RETROFIT INC	V6406910	4347	779.36	00165665
		4355	3280.84	00165485
			634.65	00165665
CAPISTRANO GOLF CARS INC	V6411745	5610	2144.31	00165717
CART MAN INC, THE	V6404668	5610	992.83	00165440
CASTRO, YAMILA	V6405132	5210	645	00165326
CDW GOVERNMENT INC.	V6400819	4310	46000	00165405
			2370.5	00165718
		4355	4321.86	00165441
		4410	17094.17	00165627
CENGAGE LEARNING	V6404723	4150	2133.45	00165442
		4310	1201.65	00165363
		5880	1316.7	00165442
			39996	00165535
			1100	00165783
CENTRAL RESTAURANT PRODUCTS	V6411274	4347	3915.12	00165486
CERTIFIED ART SUPPLY	V6400850	9320	4072.95	00165487
CHAVEZ, ARACELI	V6408992	5210	1436.94	00165443
CHRISTIAN BUILDING MATERIALS	V6400919	4355	291.51	00165444
CIF SOUTHERN SECTION	V6400941	5310	1860	00165406
			1635	00165628
CIF STATE OFFICE	V6412731	5310	2407.68	00165407
CINNAMON HILLS YOUTH CRISIS CTR	V6407425	5860	14806.09	00165757
CITY OF ANAHEIM	V6400957	5520	135569.06	00165408
			26113.69	00165445
			70515.49	00165666
		5530	79197.49	00165408
			11932.5	00165445
			28560.16	00165666
		5580	14981.08	00165408
			3776.64	00165445
			8672.76	00165666
			7644.88	00165446
CITY OF BUENA PARK	V6400958	5530	7644.88	00165446
		5580	771.99	00165446
CLAY-KING COM	V6413844	4320	861.17	00165488
			341.76	00165784
CLEAN ENERGY	V6413884	4392	1968.63	00165785
CM SCHOOL SUPPLY	V6400991	4310	81.85	00165667
COAST TO COAST LABEL	V6400999	4320	410	00165675
			2624	00165786
COCO PRINTING AND GRAPHICS	V6410045	5810	1673.36	00165629
COLON, MANUEL	V6402939	5210	664.59	00165327
			232.79	00165630
COMMERCIAL DOOR OF ANAHEIM INC	V6412095	5610	2628	00165489
COMPLETE OFFICE OF CA	V6411539	4347	45617.04	00165676
COMPRESSOR PARTS AND REPAIR	V6413808	5610	8431.5	00165631
CONJUGUEMOS	V6413871	5880	45	00165447
CORTEZ, NANCY	V6408048	5210	818.55	00165364
CPACINC.COM	V6413867	4310	41699.25	00165677
CPR1 LLC	V6412104	4320	199.1	00165678
		4410	1616.08	00165678
CREATIVE BUS SALES	V6409840	4376	538.74	00165490
CUELLAR, AMIE	V6411279	5210	40	00165719
CULVER NEWLIN	V6411589	4410	858.77	00165561
			1838.22	00165732
CVT RECYCLING	V6407455	5580	182.6	00165448
			95.25	00165787
CYANOTYPE STORE LLC	V6413864	4320	4124.87	00165679
D AND S MARKETING SYSTEMS INC	V6401218	4310	438.9	00165365

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DAKTRONICS	V6408432	4355	396.74	00165449
		6490	29725.91	00165369
DANNIS WOLIVER KELLEY	V6411357	5821	3902.5	00165491
			1648.21	00165788
DECKER INC	V6401302	4347	672.03	00165366
			876.55	00165409
DEMCO INC	V6401318	4315	102.04	00165367
DUNN EDWARDS PAINTS	V6401448	4355	3819.75	00165368
			1418.46	00165450
			8047.81	00165720
E.B. BRADLEY COMPANY	V6401456	4355	480.61	00165492
EBERHARD EQUIPMENT	V6405532	5610	981.83	00165410
		5620	15806.93	00165493
ECONOMY RENTALS INC	V6401478	5610	108.61	00165632
		5620	3332.33	00165494
			140	00165632
			1215.25	00165834
EDPUZZLE INC	V6413668	5880	23350	00165536
EHP SOLUTIONS	V6412840	4320	5899.31	00165328
EIDIM AV TECHNOLOGY	V6413281	4410	1206.78	00165680
ENCYCLOPEDIA BRITANNICA INC.	V6401585	5880	13900	00165495
ESCOE, BARRY	V6400453	3701	2247.3	00165721
			3827.2	00165835
EVOQUA WATER TECHNOLOGIES LLC.	V6408457	5610	261.2	00165329
EVREX CORPORATION	V6408380	5610	1185	00165496
EWING IRRIGATION PRODUCTS	V6401634	4355	697.91	00165451
			957.9	00165497
			277.35	00165633
FARMAN, JUANA	V6406999	5220	56.81	00165836
FARNUM, LORNA	V6402823	5220	56.81	00165562
FEDEX	V6401675	5910	212.76	00165563
FENN TERMITE AND PEST CONTROL	V6401679	5610	337	00165681
FERGUSON ENTERPRISES INC	V6409823	4355	1447.4	00165498
			1105.37	00165564
			292.5	00165789
FHEG CYPRESS COLLEGE BOOKSTORE	V6412888	4150	8627.81	00165552
			10986.57	00165565
		4210	1066.37	00165552
		4310	862	00165552
FINISHMASTER INC	V6406583	4375	39.96	00165537
FIVE STAR RUBBER STAMP INC	V6405116	4320	18.89	00165538
			43.14	00165566
FLEET SERVICES INC	V6405625	4376	217.22	00165567
FROG ENVIRONMENTAL INC.	V6407428	5610	1059	00165568
GANAHL LUMBER CO	V6401804	4347	291.88	00165569
		4355	43.7	00165499
			602.68	00165539
			3096.89	00165569
GANS INK AND SUPPLY CO. INC.	V6412496	4320	2181.94	00165722
GAS COMPANY, THE	V6404372	5510	190.74	00165355
			3845.39	00165540
		7439	7061.94	00165540
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4347	1987.77	00165500
			533.64	00165570
			1719.42	00165790
GLENN, JERRY	V6402322	3701	1287.6	00165682
GOLDEN STATE PAVING CO INC	V6408228	5610	1600	00165541
GOLDEN STATE WATER COMPANY	V6408018	5530	17142.72	00165683
			51201.86	00165723
GOLDEN WEST LEAGUE	V6413879	5310	2500	00165571
GONZALEZ, JESUS	V6413454	5220	46.58	00165572
GONZALEZ, PAOLA	V6412802	5210	951.98	00165501
GOOGLE APPS EXPERTS INC	V6412419	5880	875	00165684

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GORM INC	V6401904	9320	8671.69	00165791
GRACEWORKS LLC	V6413874	4310	78945.66	00165815
GRAINGER	V6404982	4355	2665.88	00165573
			193.89	00165685
			955.16	00165792
		4385	270.29	00165573
GRAYBAR ELECTRIC COMPANY	V6401918	4355	14.78	00165793
GREATER ANAHEIM SELPA	V6401927	5805	9734.9	00165794
		8311	160728.03	00165837
GUYER, KATHLEEN	V6411049	5220	5.75	00165502
			56.35	00165553
H AND H AUTO PARTS WHOLESale	V6401967	4385	983.95	00165542
HANOVER RESEARCH COUNCIL	V6411714	5810	44558	00165554
HAULAWAY STORAGE CONTAINERS INC.	V6410468	5620	383.6	00165686
HEALTHY ADVENTURES FOUNDATION	V6412541	5810	5150.81	00165543
HERFF JONES INC	V6402038	5810	58620	00165724
HERNANDEZ, ROXANNA	V6413494	5210	429.69	00165452
HOME DEPOT CREDIT SERVICES	V6405234	4355	4101.57	00165330
			1902.9	00165503
			355.42	00165544
			3054.12	00165574
			2252.01	00165795
		4375	95.58	00165330
			150.81	00165574
HOONUIT I LLC	V6413876	5810	26000	00165555
HOTSY EQUIPMENT CO.	V6402080	4347	255.9	00165575
INLAND TOP SOIL MIXES INC.	V6402153	4347	40962.24	00165504
INTERACTIVE EDUCATIONAL SERVICES INC	V6410833	5880	1200	00165556
INTERNATIONAL E Z UP INC	V6412784	4410	1993.37	00165687
IPEVO	V6411577	4310	165.24	00165576
IXL	V6410650	5880	249	00165577
J AND B MATERIALS	V6400875	4355	1323	00165545
J.W. PEPPER AND SON INC.	V6402214	4310	688.05	00165578
			85.35	00165688
JART DIRECT MAIL SERVICE	V6402271	5810	3911.55	00165725
JHM SUPPLY INC.	V6411647	4355	2775.53	00165579
			1870.13	00165796
JIM'S MUSIC CENTER	V6402345	4310	233.82	00165580
JOHNSON CONTROLS	V6406981	5610	6146.43	00165581
JOHNSON, ETYOLE	V6412786	5210	40	00165838
JOHNSTONE SUPPLY	V6402415	4355	57.22	00165634
			383.3	00165689
			630.57	00165797
JUSTICE TESTING	V6413455	5610	300	00165546
			150	00165690
KEENAN ASSOCIATES	V6409242	3901	265	00165513
KISSFLOW INC	V6413524	5880	6000	00165726
KYA SERVICES	V6411393	5610	40277.77	00165691
LABELL EXCHANGE	V6412680	5918	600	00165635
LAGUNA CLAY CO.	V6402645	4310	795.91	00165692
LAKESHORE LEARNING MATERIALS	V6402648	9320	10379.64	00165636
LANGUAGE NETWORK INC	V6409301	5810	670	00165547
			268.8	00165637
LARNER, JOHN	V6402395	3702	1924.2	00165693
LEARN BY DOING INC.	V6412837	5880	4010	00165638
LETTER PERFECT SIGNS	V6402726	4347	2769.18	00165798
		4355	464.4	00165798
LITTLE FOX ONLINE	V6413345	5880	360	00165639
LOEPER, ALISON	V6411020	5210	2258.94	00165694
LUCYS LAUNDRY ANAHEIM	V6412017	5560	123.51	00165640
M COACH	V6413167	5620	4173.16	00165641
MAC-FUSION	V6412645	5610	286.66	00165642
MAINTEX INC.	V6411331	9320	7200.91	00165557

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MC COY MILLS FORD	V6411093	6490	42580.69	00165558
MC FADDEN DALE HARDWARE CO	V6403056	4355	304.53	00165505
			47.22	00165643
MC GRAW HILL EDUCATION INC.	V6411310	4210	168566.92	00165644
MD INSTALLATIONS INT'L INC.	V6410469	5610	2572.2	00165548
			1650	00165645
MEDCO SPORTS MEDICINE	V6405872	4320	1182.56	00165646
MICRO CONNECTORS INC.	V6412826	4320	547.6	00165727
MIKE ELAM CONSTRUCTION	V6412866	5610	1425	00165799
MINDKIND INSTITUTE LLC	V6412774	5810	7500	00165800
MISSION LINEN SUPPLY	V6411115	4388	98.62	00165549
			94.02	00165647
MONTGOMERY HARDWARE CO.	V6405624	4355	1166.98	00165506
MORSCO SUPPLY LLC	V6412910	4355	3646.44	00165648
N2Y LLC	V6405551	5880	20882.13	00165331
NAOMY X MACHADO CECENA	V6412688	5810	280	00165332
NASCO	V6403253	4310	3209.35	00165649
NASSP	V6411086	5310	385	00165839
NIMCO	V6403365	4310	3356.74	00165550
NORTHSTAR AV LLC	V6411265	4310	144.39	00165650
OCCIDENTAL COLLEGE	V6412394	5210	1590	00165695
OCDE	V6403452	5210	1000	00165668
		7141	148697.5	00165758
		8096	119341	00165411
OFFICE DEPOT	V6403421	4320	2333.21	00165759
ORANGE COUNTY DEBATE LEAGUE	V6412810	5310	695	00165840
ORANGE COUNTY FARM SUPPLY	V6403455	4347	1358.51	00165583
ORANGE COUNTY FIRE PROTECTION	V6403457	4355	2283.55	00165412
ORANGE COUNTY INDUSTRIAL PLASTICS INC.	V6413814	4320	10569.2	00165514
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	1000	00165413
			14300	00165584
ORANGE COUNTY WINDUSTRIAL	V6412671	4410	2668.97	00165760
O'REILLY AUTO PARTS	V6411401	4370	13.55	00165333
			260.25	00165455
			725.18	00165582
			955.98	00165801
		4375	474.78	00165455
		4376	-46.78	00165455
			155.65	00165801
		4385	141.24	00165455
			194.29	00165582
			201.56	00165801
		4387	948.91	00165455
			156.59	00165801
ORRAVAN MECHANICAL	V6411315	5610	3895.32	00165515
ORVAC ELECTRONICS	V6403479	4355	229.31	00165334
			114.2	00165585
			677.66	00165733
			153.1	00165841
OTICON INC	V6413493	4310	8.62	00165761
		4410	1216.18	00165761
PARADIGM HEALTHCARE SERVICES	V6403536	5810	2328.67	00165516
PARKER AND COVERT LLP	V6403544	5821	247.5	00165335
			3190	00165414
			1934.5	00165802
PARKHOUSE TIRE INC.	V6403547	4386	817.01	00165586
			530.58	00165803
PATINO, REUBEN	V6403910	5220	43.93	00165336
PATRIOT TOOL AND SUPPLY	V6413758	4387	13.25	00165415
PDT INC	V6412151	4375	296.67	00165337
PEAR DECK INC	V6413848	5880	50150	00165416
PEARSON EDUCATION	V6403609	4210	329380.35	00165338

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PENNER PARTITIONS INC	V6403625	4355	200.73	00165417
			94.82	00165734
PERSEUS ASSOCIATES TRANSTRAKS	V6412414	5610	10790	00165418
PINEDA'S NURSERY INC	V6403670	4347	470.34	00165419
PIONEER ATHLETICS	V6413110	4355	3951.08	00165804
PIPS	V6407384	3601	379290.75	00165420
			379290.75	00165696
		3602	126430.25	00165420
			126430.25	00165696
PITNEY BOWES	V6403677	5610	252.32	00165339
		5910	9478.15	00165456
PITSCO INC.	V6403679	4310	3297.13	00165805
PLT4M	V6413863	5880	21000	00165421
PLUMBING AND INDUSTRIAL SUPPLY CO INC	V6412332	4355	32.14	00165697
PONTIUS, JAMIE	V6412447	5210	327.36	00165806
POOL SUPPLY OF ORANGE COUNTY	V6403700	4355	686.05	00165422
			7272.38	00165457
			5357.35	00165587
			3249.37	00165842
POWERSCHOOL GROUP LLC	V6412718	5810	1000	00165588
		5880	42062.72	00165588
PRAXAIR	V6403719	4355	259.52	00165735
PRINGLES DRAPERIES AND BLINDS	V6405953	4355	2359.88	00165340
PROFESSIONAL GLASS	V6413762	4355	398.77	00165807
PUBLIC INFORMATION RESOURCES INC.	V6413262	5210	599	00165341
RAY LITE INDUSTRIES INC.	V6411422	4355	2916.82	00165517
READ, TISA	V6408182	5210	40	00165736
REAL, JEANNETTE	V6411176	5220	146.34	00165589
REFRIGERATION SUPPLIES DIST.	V6403873	4355	3926.9	00165458
			8150.85	00165590
			354.61	00165762
			25.44	00165843
RELIANT TECHNOLOGY	V6413457	5610	6080	00165591
RELIAS LEARNING LLC	V6412079	5880	6816.26	00165459
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	4695.17	00165518
		5810	1484.99	00165518
REVOLVING CASH FUND	V6405190	4355	29.75	00165453
		5880	616.02	00165453
		8672	29740	00165453
		8699	500.39	00165453
RIVERSIDE INSIGHTS	V6413468	4310	234.18	00165763
			56053.4	00165816
ROAD AMERICA INC	V6403955	4375	262.83	00165808
ROSEBURROUGH TOOL CO. INC	V6404014	4355	556.89	00165460
ROSETTA STONE LTD.	V6409723	5880	28710	00165698
S.C. SIGNS AND SUPPLIES LLC	V6410977	4355	4635.31	00165699
SAFETY KLEEN	V6404072	5610	479.77	00165461
			437	00165764
SAVANNA HIGH SCHOOL	V6404130	5810	7500	00165765
SCHOOL NEWS ROLL CALL LLC	V6413760	5880	823	00165342
			263	00165766
SCHOOL SAVERS	V6404170	4310	153.28	00165370
SCHOOL SERVICES OF CALIFORNIA INC.	V6404171	5810	3900	00165844
SCHOOLMART	V6410364	4310	334.66	00165371
SCHORR METALS INC	V6404179	4355	917.2	00165343
			337.02	00165372
			164.78	00165519
SCP DISTRIBUTORS LLC	V6411554	4355	1060.26	00165651

VENDOR CHECK REGISTER
September 4, 2020 Through October 5, 2020

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
SEHI COMPUTER PRODUCTS INC	V6404221	4310	10667.25	00165344
			4112.78	00165373
			677.86	00165700
			114502.05	00165737
			31250.95	00165809
			1395665.28	00165700
			14424.63	00165737
			2884.92	00165809
			1924.2	00165701
			16.24	00165345
SHELTON, MIKE	V6403136	3701	40.19	00165423
	SHERWIN WILLIAMS CO., THE	V6410919	72.14	00165462
			70.86	00165520
SHRED IT USA LLC	V6411124	5610	87.71	00165346
	SIGLER INC., RUSSELL	V6410420	1685.7	00165521
1686.28			00165592	
472.06			00165738	
402.4			00165810	
330.9			00165845	
3664.96			00165347	
SIGN MART PLASTICS PLUS	V6412529	4320	464.76	00165522
			413.5	00165811
SIGNS DIRECT INC	V6412379	4320	719.8	00165593
SMITHOUTLET/SMITHGEAR	V6413868	4310	400	00165424
SNO SITES	V6413113	5880	1050	00165702
			681.52	00165846
SO CAL OFFICE TECHNOLOGIES	V6406339	4320	37.72	00165425
	SOCALGRAD	V6411708	259.59	00165425
4377.67			00165523	
1377.58			00165739	
			2.34	00165812
SOFTWARE 4 SCHOOLS	V6410482	5880	199	00165348
SOLIS GROUP, THE	V6412965	5810	4089	00165652
SOUTH COAST AIR QUALITY	V6404356	5880	248.92	00165703
			272.8	00165813
SOUTHEAST LOCK SUPPLY LLC	V6413838	4310	1560	00165767
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	109881.39	00165594
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	4310	2854.3	00165374
		4320	1420.95	00165374
		4347	2582.45	00165374
		9320	7912.17	00165374
		15326.93	00165740	
SPICERS PAPER INC	V6404405	4320	1077.5	00165375
			895.21	00165463
			1066.32	00165524
			2063.48	00165741
			263.16	00165847
SPORTS FACILITIES GROUP INC	V6410318	5610	4850	00165426
SPRINT SOLUTIONS INC	V6411072	5918	321.15	00165653
STAPLES	V6405253	4310	427.33	00165376
		4320	173.45	00165376
		239.43	00165595	
		100.05	00165768	
STAPLES ADVANTAGE	V6410116	4310	619.68	00165377
			497.09	00165769
		4320	733.06	00165377
		4410	817.91	00165377
		9320	1512.81	00165814
STEINBRICK, GAIL	V6408751	5220	24.55	00165427
STEINLE, CHARLES	V6410113	3701	1287.6	00165704
STOVER SEED COMPANY	V6413831	4347	6128.28	00165378
SUNBELT FLOORING INC	V6413010	5610	18980	00165525
SWIVL INC	V6413037	5880	825	00165379

VENDOR CHECK REGISTER
September 4, 2020 Through October 5, 2020

	<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
T MOBILE		V6410424	5918	4396.19	00165356
			5930	11862.34	00165356
TAYLOR, BRETT		V6413806	5210	388	00165817
TEAM ATHLETICS		V6409439	4310	4666.92	00165818
TEN3 LLC		V6413872	4347	5899.31	00165596
			9320	16889.81	00165596
THOMSON REUTERS WEST		V6407958	5880	322	00165848
THREE HILL PATH INC		V6412729	5880	13032.8	00165428
THRIVELY		V6413523	5880	75000	00165454
TIME AND ALARM SYSTEM		V6404729	4355	203.41	00165380
				428.37	00165849
TIME WARNER CABLE		V6411698	5930	2259.12	00165742
				33698.06	00165743
TOBII DYNAVOX LLC		V6409679	5880	4228.75	00165526
TORO AIRE INC		V6408584	4355	702.31	00165464
				64.65	00165597
TOWNSEND PUBLIC AFFAIRS INC.		V6413003	5810	10000	00165819
TRILLIUM FINISHING		V6412701	5810	100.86	00165770
TROXELL COMMUNICATIONS INC		V6404796	4310	31.19	00165771
			4410	594.78	00165820
TRUCK PRO PTO SALES CORPORATION		V6403784	4376	2326.82	00165381
				775.61	00165821
			4385	790.39	00165465
			4387	490.25	00165598
TRUMAN ARNOLD COMPANIES		V6413612	4382	19091.36	00165705
TURF STAR INC		V6404805	4347	169.27	00165382
				399.98	00165466
				504.18	00165772
				74.85	00165822
TWINING CONSULTING		V6412575	5810	1075	00165507
U S BANK		V6406511	4310	11968.52	00165599
				772.42	00165706
			4320	24502.75	00165599
				18719.64	00165706
			4347	2762.01	00165706
			4410	1607.63	00165599
				7754.77	00165706
			5880	900	00165429
				2803.97	00165599
				36.92	00165706
ULINE		V6406546	4310	97.08	00165383
			5610	143.39	00165527
UNION AUTO SERVICE CENTER		V6404840	4370	1573.15	00165384
				710.67	00165467
				763.69	00165823
			4376	457.66	00165384
			5610	2944.85	00165384
				1634.9	00165467
				1959.85	00165823
UNITED OF OMAHA		V6411969	3901	6607.14	00165468
US AIR CONDITIONING DISTRIBUTORS		V6404317	4355	236.37	00165385
				239.31	00165600
VALLEY VISTA SERVICES INC		V6411966	5580	2569.64	00165469
VAUGHN IRRIGATION SERVICES INC		V6409818	5610	637.5	00165386
VERNIER SOFTWARE		V6404919	5880	2110.84	00165824
VERTICAL TRANSPORT INC		V6413440	5610	1697.5	00165825
VEX ROBOTICS INC		V6410612	4310	6192.4	00165826
			4410	8941.09	00165826
VILLMER, PAULA		V6410695	5220	8.28	00165601
VISION COMMUNICATIONS CO.		V6404955	4320	322.18	00165827
			5610	68.96	00165430
				548.96	00165827

VENDOR CHECK REGISTER
September 4, 2020 Through October 5, 2020

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
VITAL LINK	V6404963	5580	6993	00165470
		5805	26425	00165828
W W NORTON AND CO INC	V6404984	4150	2676.81	00165387
WALTERS WHOLESale	V6409053	4355	2934.34	00165388
			2376.77	00165471
			1527.02	00165602
			334.05	00165829
WARDS MEDIA TECH	V6408345	4410	10990.58	00165389
WEST SHIELD ADOLESCENT SERVICE	V6405037	5880	6294.8	00165707
WESTMINSTER SCHOOL DISTRICT	V6405052	5100	4000	00165349
			17131.03	00165431
WINZER	V6412060	4375	155.48	00165603
		4376	151.39	00165830
XEROX CORPORATION	V6405129	5620	10180.7	00165350
			6182.11	00165472
XEROX FINANCIAL SERVICES LLC	V6412617	5620	266.42	00165473
ZONAR SYSTEMS INC	V6412168	4320	587.24	00165708
		5610	31788.24	00165708
GENERAL FUND (0101)			6,697,861.45	
BALFOUR BEATTY CONSTRUCTION LLC	V6412996	5610	45000	00165390
DEFERRED MAINTENANCE (1414)			45,000.00	
CONTAINER ALLIANCE	V6412976	6274	419.04	00165654
CULVER NEWLIN	V6411589	4310	219397.75	00165528
		4410	70476.8	00165528
ERICKSON HALL CONSTRUCTION CO	V6413032	6274	7875	00165655
GHATAODE BANNON ARCHITECTS	V6408656	6212	8688.39	00165351
			45132	00165656
HCI SYSTEMS INC	V6413251	6270	139101.92	00165657
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	19460	00165728
LETNER ROOFING	V6402725	6270	117758.9	00165357
MANUFACTURES BANK	V6413517	6165	227521.05	00165604
PINNER CONSTRUCTION CO INC	V6412130	6165	4125680.06	00165605
PRO CRAFT CONSTRUCTION INC	V6412572	6165	65265	00165709
WENGER CORP	V6405024	4310	12753.58	00165831
		4410	4489.01	00165831
GOB,ELECTION 2014, SERIES 2018 (2126)			5,064,018.50	
CULVER NEWLIN	V6411589	4310	13234.95	00165744
		4410	11980.18	00165744
GHATAODE BANNON ARCHITECTS	V6408656	6212	9000	00165658
GIANNELLI ELECTRIC INC.	V6401857	6274	9399	00165352
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	98	00165729
CAPITAL FACILITIES FUND (2525)			43,712.13	
DIVISION OF THE STATE ARCHITECT	V6411414	6210	3144.44	00165353
GIANNELLI ELECTRIC INC.	V6401857	6270	104342.97	00165730
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	980	00165731
PINNER CONSTRUCTION CO INC	V6412130	6165	197219.81	00165606
SPECIAL FACILITIES FUND (4041)			305,687.22	
AUHSD	V6400400	5890	4187.47	00165508
KEENAN ASSOCIATES	V6409242	5890	5000	00165354
WORKER'S COMPENSATION FUND (6768)			9,187.47	

VENDOR CHECK REGISTER
September 4, 2020 Through October 5, 2020

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	9065.7	00165509
AUHSD	V6400400	5891	1374140.66	00165551
BENEFIT AND RISK MANAGEMENT SERVICES	V6412889	5812	410712.97	00165710
CALIFORNIA SCHOOLS DENTAL COALITION	V6405368	5892	240847	00165510
			240847	00165669
DELTA DENTAL INSURANCE COMPANY	V6411391	5465	16197.23	00165511
			16321.86	00165850
EXPRESS SCRIPTS INC.	V6410974	5895	618440.49	00165512
			209277.29	00165670
			351563.46	00165851
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	13116.67	00165711
LINCOLN LIFE ASSURANCE COMPANY OF BOSTON	V6413790	5462	11935	00165852
RETIREE FIRST LLC.	V6413748	5466	26668.17	00165529
VISION SERVICE PLAN	V6404956	5464	297.77	00165607
HEALTH & WELFARE INS FUND (6769)			<u>3,539,431.27</u>	
GREATER ANAHEIM SELPA	V6401927	9620	8413579	00165773
WARRANT/PASS THROUGH			<u>8,413,579.00</u>	
GRAND TOTAL ALL FUNDS			<u><u>24,118,477.04</u></u>	

**ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
JULY 2020**

School Name	Prior Month Total	Current Month			Total
		Checking	Petty Cash / Change Fund	Savings	
Anaheim	381,446.18	319,532.08	1,000.00	48,479.56	369,011.64
Western	310,205.49	189,391.75	1,275.00	127,129.27	317,796.02
Magnolia	82,566.63	101,471.60	-	-	101,471.60
Savanna	85,858.45	85,234.82	-	221.39	85,456.21
Loara	150,094.38	85,722.63	800.00	69,014.60	155,537.23
Katella	186,837.48	189,932.34	2,100.00	-	192,032.34
Kennedy	423,479.12	383,007.20	-	-	383,007.20
Cypress	584,510.73	596,242.48	1,700.00	-	597,942.48
Brookhurst	14,520.29	14,531.05	-	-	14,531.05
Orangeview	37,784.99	38,090.11	100.00	-	38,190.11
Walker	100,542.26	105,222.56	-	-	105,222.56
Dale	52,056.92	50,038.11	100.00	-	50,138.11
Sycamore	34,124.03	33,891.03	-	-	33,891.03
Ball	13,267.22	16,247.22	-	-	16,247.22
South	65,494.71	66,129.53	-	-	66,129.53
Oxford	380,513.73	394,005.69	350.00	-	394,355.69
Lexington	69,050.19	32,079.82	-	-	32,079.82
Hope	80,345.18	80,340.18	-	-	80,340.18
Gilbert	36,722.14	37,394.14	-	-	37,394.14
Total	3,089,420.12	2,818,504.34	7,425.00	244,844.82	3,070,774.16

Anaheim Union High School District
Cafeteria Fund
Financial Statements
July 2020



Balance Sheet

Anaheim Union High School District

07/31/2020

9/22/2020 1:41:57 PM
EXHIBIT WW

Account Number	Description	
Asset	Assets	
CASH		
9120	Cash-Checking	\$4,681,911.06
9122	Change Fund	\$12,000.00
Total CASH		\$4,693,911.06
RECEIVABLE		
9210	A/R - Current	\$127,561.07
9280	A/R - State	\$306,704.96
9290	A/R - Federal	\$1,178,506.18
Total RECEIVABLE		\$1,612,772.21
INVENTORIES		
9321	Food	\$206,578.13
9323	Supplies	\$90,463.18
Total INVENTORIES		\$297,041.31
Total Asset		\$6,603,724.58
Liability	Liabilities and Fund Balance	
LIABILITIES		
9510	A/P - Current	\$656,507.10
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$184,315.07
Total LIABILITIES		\$840,822.17
Total Liability		\$840,822.17
Fund Balance	Liabilities and Fund Balance	
FUND BALANCE		
9780	Spending Plan/Central Kitchen	\$3,871,410.12
9798	Fund Balance	\$1,879,808.17
Total FUND BALANCE		\$5,751,218.29
Total Fund Balance		\$5,751,218.29
Current Year Profit (Loss)		\$11,684.08
Total Liabilities and Fund Balance		\$6,603,724.54

Show all data



Statement of Revenue and Expense

Anaheim Union High School District

	Period 1 Ending in 07/31/2020				Period 1 Ending in 07/31/2019			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8621	\$0.00	0.00 %	\$0.00	0.00 %	\$2,076.00	14.07 %	\$2,076.00	14.07 %
Elementary - Lunch								
8635	\$0.00	0.00 %	\$0.00	0.00 %	\$6.00	0.04 %	\$6.00	0.04 %
A La Carte Sales								
Local Revenue	\$0.00	0.00 %	\$0.00	0.00 %	\$2,082.00	14.11 %	\$2,082.00	14.11 %
Federal Reimbursements								
8200	\$217,904.68	34.26 %	\$217,904.68	34.26 %	\$0.00	0.00 %	\$0.00	0.00 %
Fed. Meal Rev.-Breakfast								
8220	\$347,104.80	54.58 %	\$347,104.80	54.58 %	\$10,207.38	69.17 %	\$10,207.38	69.17 %
Fed. Meal Rev.-Lunch								
Federal Reimbursements	\$565,009.48	88.85 %	\$565,009.48	88.85 %	\$10,207.38	69.17 %	\$10,207.38	69.17 %
State Reimbursements								
8500	\$23,574.21	3.71 %	\$23,574.21	3.71 %	\$0.00	0.00 %	\$0.00	0.00 %
St. Meal Rev.-Breakfast								
8520	\$23,574.19	3.71 %	\$23,574.19	3.71 %	\$708.08	4.80 %	\$708.08	4.80 %
St. Meal Rev.-Lunch								
State Reimbursements	\$47,148.40	7.41 %	\$47,148.40	7.41 %	\$708.08	4.80 %	\$708.08	4.80 %
Other Revenue								
8638	\$0.00	0.00 %	\$0.00	0.00 %	\$153.50	1.04 %	\$153.50	1.04 %
Cash Over & Short								
8699	\$23,782.82	3.74 %	\$23,782.82	3.74 %	\$1,606.00	10.88 %	\$1,606.00	10.88 %
Spec Activity/Cater								
Other Revenue	\$23,782.82	3.74 %	\$23,782.82	3.74 %	\$1,759.50	11.92 %	\$1,759.50	11.92 %
Total Revenue	\$635,940.70	100.00 %	\$635,940.70	100.00 %	\$14,756.96	100.00 %	\$14,756.96	100.00 %
Expense								
Food Purchases & Govnmt								
4700	\$117,169.22	18.42 %	\$117,169.22	18.42 %	\$28,597.95	193.79 %	\$28,597.95	193.79 %
Food Purchases								
Food Purchases & Govnmt	\$117,169.22	18.42 %	\$117,169.22	18.42 %	\$28,597.95	193.79 %	\$28,597.95	193.79 %
Supplies								
4300	\$23,196.10	3.65 %	\$23,196.10	3.65 %	\$6,819.24	46.21 %	\$6,819.24	46.21 %
Materials & Supplies								
4400	\$1,180.06	0.19 %	\$1,180.06	0.19 %	\$0.00	0.00 %	\$0.00	0.00 %
Noncapitalized Equipment-Under \$5000								
4790	(\$3,707.15)	-0.58 %	(\$3,707.15)	-0.58 %	\$24,809.58	168.12 %	\$24,809.58	168.12 %
Supplies (Food)								
Supplies	\$20,669.01	3.25 %	\$20,669.01	3.25 %	\$31,628.82	214.33 %	\$31,628.82	214.33 %
Salaries								
2200	\$128,842.96	20.26 %	\$128,842.96	20.26 %	\$48,740.02	330.28 %	\$48,740.02	330.28 %
Classified Salaries								
2300	\$36,086.75	5.67 %	\$36,086.75	5.67 %	\$45,443.17	307.94 %	\$45,443.17	307.94 %
Class.Sup/Admin Salaries								
2400	\$28,677.45	4.51 %	\$28,677.45	4.51 %	\$24,468.79	165.81 %	\$24,468.79	165.81 %
Clerical/Office Salaries								
Salaries	\$193,607.16	30.44 %	\$193,607.16	30.44 %	\$118,651.98	804.04 %	\$118,651.98	804.04 %
Benefits								
3202	\$32,577.42	5.12 %	\$32,577.42	5.12 %	\$22,950.44	155.52 %	\$22,950.44	155.52 %
PERS, Classified Position								



Statement of Revenue and Expense

Anaheim Union High School District

	Period 1 Ending in 07/31/2020				Period 1 Ending in 07/31/2019			
	Monthly	%	YTD	%	Monthly	%	YTD	%
3302	\$14,914.92	2.35 %	\$14,914.92	2.35 %	\$9,250.52	62.69 %	\$9,250.52	62.69 %
OASD/MED/Classified Position								
3402	\$201,748.06	31.72 %	\$201,748.06	31.72 %	\$201,156.22	1,363.13 %	\$201,156.22	1,363.13 %
Hlth/Welfare, Classified								
3502	\$97.55	0.02 %	\$97.55	0.02 %	\$60.44	0.41 %	\$60.44	0.41 %
SUI, Classified Position								
3602	\$5,127.62	0.81 %	\$5,127.62	0.81 %	\$3,061.77	20.75 %	\$3,061.77	20.75 %
Workers Comp, Classified								
Benefits	\$254,465.57	40.01 %	\$254,465.57	40.01 %	\$236,479.39	1,602.49 %	\$236,479.39	1,602.49 %
Other Expenses								
5200	\$223.62	0.04 %	\$223.62	0.04 %	\$406.94	2.76 %	\$406.94	2.76 %
Travel & Conference								
5500	\$4,400.00	0.69 %	\$4,400.00	0.69 %	\$9,140.00	61.94 %	\$9,140.00	61.94 %
Operation & Housekeeping								
5600	\$4,449.71	0.70 %	\$4,449.71	0.70 %	\$12,152.62	82.35 %	\$12,152.62	82.35 %
Rental/Lease/Repair								
5800	\$29,272.33	4.60 %	\$29,272.33	4.60 %	\$19,937.77	135.11 %	\$19,937.77	135.11 %
Prof. Consult Service								
5900	\$0.00	0.00 %	\$0.00	0.00 %	\$129.50	0.88 %	\$129.50	0.88 %
Fax, Pager, Postage								
Other Expenses	\$38,345.66	6.03 %	\$38,345.66	6.03 %	\$41,766.83	283.03 %	\$41,766.83	283.03 %
Capital Outlay								
6500	\$0.00	0.00 %	\$0.00	0.00 %	\$18,147.07	122.97 %	\$18,147.07	122.97 %
Equipment- Over \$5000								
Capital Outlay	\$0.00	0.00 %	\$0.00	0.00 %	\$18,147.07	122.97 %	\$18,147.07	122.97 %
Total Expense	\$624,256.62	98.16 %	\$624,256.62	98.16 %	\$475,272.04	3,220.66 %	\$475,272.04	3,220.66 %
Net Profit (Loss)	\$11,684.08	1.84 %	\$11,684.08	1.84 %	(\$460,515.08)	-3,120.66 %	(\$460,515.08)	-3,120.66 %

Show all data

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2020/21 MONTHLY ENROLLMENT REPORT

**GROWTH vs. DECLINE - MONTH to MONTH COMPARISON
Month 1**

HIGH SCHOOL	Month 10	Month 1	Growth v. (Decline)
Anaheim	2,819	2,808	(11)
Cypress	2,893	2,919	26
Katella	2,681	2,723	42
Kennedy	2,222	2,233	11
Loara	1,871	1,870	(1)
Magnolia	1,585	1,693	108
Oxford	780	813	33
Savanna	1,727	1,752	25
Western	1,706	1,703	(3)
Total Senior High	18,284	18,514	230

JUNIOR HIGH SCHOOL	Month 10	Month 1	Growth v. (Decline)
Ball	935	879	(56)
Brookhurst	1,061	987	(74)
Dale	1,031	1,015	(16)
Lexington	1,349	1,246	(103)
Orangeview	864	847	(17)
Oxford	483	471	(12)
South	1,507	1,416	(91)
Sycamore	1,331	1,327	(4)
Walker	1,065	1,000	(65)
Total Junior High	9,626	9,188	(438)

Total Comprehensive Schools	27,910	27,702	(208)
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Alternative Education	Month 10	Month 1	Growth v. (Decline)
Anaheim Independent Learning Center	167	115	(52)
Cambridge Virutal Academy	-	247	247
Gilbert High School	542	479	(63)
Hope	230	239	9
Katella Satellite Independent Study	66	44	(22)
Kennedy Satellite Independent Study	88	70	(18)
Nonpublic Schools	35	37	2
Polaris High School	121	65	(56)
Special Education Transition Program	162	187	25
Western Independent Learning Center	106	61	(45)
Total Alternative Ed.	1,517	1,544	27
District Total	29,427	29,246	(181)

ANAHEIM UNION HIGH SCHOOL DISTRICT
 Business Division
2020/21 MONTHLY ENROLLMENT REPORT
MONTH 1
 08/12/20 to 09/4/20

HIGH SCHOOL	REGULAR DAY					Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	9th	10th	11th	12th					
Anaheim	706	730	656	545	2,637	-	171	2,808	
Cypress	688	751	681	712	2,832	1	86	2,919	
Katella	637	659	643	601	2,540	-	183	2,723	
Kennedy	545	523	542	536	2,146	-	87	2,233	
Loara	436	418	446	437	1,737	-	133	1,870	
Magnolia	460	360	383	351	1,554	-	139	1,693	
Oxford	224	200	198	191	813	-	-	813	
Savanna	461	424	375	402	1,662	-	90	1,752	
Western	423	397	411	372	1,603	-	100	1,703	
Total Comprehensive	4,580	4,462	4,335	4,147	17,524	1	989	18,514	
Anaheim Independent Learning Center	-	1	5	109	115	-	-	115	
Cambridge Virutal Academy	52	45	21	12	130	-	1	131	
Gilbert High School	-	1	96	298	395	-	84	479	
Katella Satellite Independent Study	1	9	7	27	44	-	-	44	
Kennedy Satellite Independent Study	6	12	24	28	70	-	-	70	
Nonpublic Schools	-	-	-	-	-	-	28	28	
Polaris High School	11	6	21	20	58	-	-	58	
Special Education Transition Program	-	-	-	-	-	-	187	187	
Western Independent Learning Center	-	-	9	52	61	-	-	61	
Total Alternative Ed	70	74	183	546	873	-	300	1,173	
Hope	-	-	-	-	-	-	239	239	
Total Senior High Schools	4,650	4,536	4,518	4,693	18,397	1	1,528	19,926	

JUNIOR HIGH SCHOOL	REGULAR DAY					Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	7th	8th							
Ball	415	410	825	-	54	-	-	879	
Brookhurst	439	499	938	-	49	-	-	987	
Dale	517	457	974	-	41	-	-	1,015	
Lexington	583	623	1,206	-	40	-	-	1,246	
Orangeview	402	402	804	-	43	-	-	847	
Oxford	230	241	471	-	-	-	-	471	
South	670	683	1,353	-	63	-	-	1,416	
Sycamore	647	618	1,265	-	62	-	-	1,327	
Walker	465	506	971	-	29	-	-	1,000	
Total Comprehensive	4,368	4,439	8,807	-	381	-	-	9,188	
Cambridge Virtual Academy	66	50	116	-	-	-	-	116	
Nonpublic Schools	-	-	-	-	9	-	-	9	
Polaris High School	1	6	7	-	-	-	-	7	
Total Junior High Schools	4,435	4,495	8,930	-	390	-	-	9,320	

DISTRICT TOTAL **29,246**

Proposal via: [NASPO /WSCA contract](#)

Anaheim Union HSD

Quote Summary: 12 Months

1000 HotSpots

\$20 Plan / 12 Months



Presented By:

Brad Cantrell

T-MOBILE for Government

Cell: 714- 585-5717

brad.cantrell1@t-mobile.com

DATA SERVICE PLANS	INCLUDED SERVICES		Number Of Lines	COVID PROMO	Monthly After Discount & MRC	24 Month Total
	4G LTE HIGH SPEED DATA	DATA				
T-Mobile UNLIMITED 4G Data Plan	UNLIMITED	UNLIMITED	1000	\$20.00	\$20,000.00	\$240,000.00
TOTAL			1000		\$20,000.00	\$240,000.00

Equipment

EQUIPMENT Options	Number of lines	Down Payment	MSRP	Total	Tax: 10%	Total Equipment Value including TAX	Tax: 10%
T-Mobile HotSpot	1000		\$ 84.00	\$ 84,000.00	\$ 8,400.00		\$ 8,400.00

Quote Details

12 Month Total Cost of Ownership	
1,000 HotSpots (equipment)	\$0.00
1000 Equipment Tax	\$8,400.00
12 Months Service	\$240,000.00
Total Cost of Onwership	\$248,400.00

Additional Add On Features and Concessions

Additional Details:	CIPA compliant filtering included.
Additional Details:	FREE overnight shipping for all orders. Orders submitted and processed by 2PM will arrive the next business day in most cases (equipment inventory)

Proposal via: NASPO / WSCA contract
 Anaheim Union HS Dist - Att: Erik Greenwood
 EmpowerED 24 month quote
 1500 HotSpots / \$200 award / 24 mo. agreement
 E



Presented By:
 Brad Cantrell
 T-MOBILE for Government
 Cell: 714- 585-5717
 brad.cantrell1@t-mobile.com

DATA SERVICE PLAN NAME	INCLUDED SERVICES		Number Of Lines	Monthly Service - includes all discounts	Monthly After Discount & MRC		
	4G LTE HIGH SPEED DATA	DATA					
T-MOBILE ONE DATA PLAN - HOTSPOTS / ROUTERS - UNLIMITED 4G LTE DATA	2GB	UNLIMITED	0	\$10.00	\$0.00		
T-MOBILE ONE DATA PLAN - HOTSPOTS / ROUTERS - UNLIMITED 4G LTE DATA	UNLIMITED	UNLIMITED	1500	\$20.00	\$30,000.00		
Additional: EQUIPMENT AND SERVICES							
EQUIPMENT Options	Number of lines	Down Payment	MSRP	Total	DISCOUNT / PROMOTIONS	TOTAL AFTER PROMOTIONS AND DISCOUNTS	Total
HotSpot	1500		\$ 84.00	126,000.00	100%	\$0.00	\$0.00
Total							\$0.00
Estimated Equipment Tax	10%						\$12,600.00
MONTHLY SERVICE Options	Number of lines	Down Payment	MSRP	Total	DISCOUNT / PROMOTIONS	TOTAL AFTER PROMOTIONS AND DISCOUNTS	Total
PUBLIC STATIC IP SERVICE (CIPA COMPLIANT)	1500		\$ 3.00	4,500.00	0.00	\$0.00	\$0.00
Total						\$0.00	\$0.00
EQUIPMENT: Estimated Tax	10%						\$12,600.00
SERVICE: Estimated Tax	10%						\$0.00
Total Monthly Service and Fees	1	Month					30,000.00
Total Monthly Service and Fees	12	Month					360,000.00
Total Monthly Service and Fees	24	Month					720,000.00
Total Equipment, Taxes and Service 24 months							732,600.00
EmpowerED Award:	Units	Award Value	Equipment	Net award per line	Total net Award		
\$200 Award per paid line	1500	\$300,000.00	\$84.00	\$116.00	\$174,000.00	-174,000.00	
Total Net Cost to Anaheim Union HSD							558,600.00
Additional Add On Features and Concessions							
Additional Details:	COVID Program: 24 months, \$20 unlimited data plan, CIPA compliant filtering included.						
Additional Details:	FREE overnight shipping for all orders. Up to 7-10 business days with 3rd party provisioning.						

Proposal via: NASPO / WSCA contract
 Anaheim Union HS Dist - Att: Erik Greenwood
 EmpowerED 24 month quote
 1500 HotSpots / \$200 award / 24 mo. agreement
 8.20.2020



Presented By:
 Brad Cantrell
 T-MOBILE for Government
 Cell: 714- 585-5717
 brad.cantrell1@t-mobile.com

DATA SERVICE PLAN NAME	INCLUDED SERVICES		Number Of Lines	Monthly Service - includes all discounts	Monthly After Discount & MRC		
	4G LTE HIGH SPEED DATA	DATA					
T-MOBILE ONE DATA PLAN - HOTSPOTS / ROUTERS - UNLIMITED 4G LTE DATA	2GB	UNLIMITED	0	\$10.00	\$0.00		
T-MOBILE ONE DATA PLAN - HOTSPOTS / ROUTERS - UNLIMITED 4G LTE DATA	UNLIMITED	UNLIMITED	1500	\$20.00	\$30,000.00		
Additional: EQUIPMENT AND SERVICES							
EQUIPMENT Options	Number of lines	Down Payment	MSRP	Total	DISCOUNT / PROMOTIONS	TOTAL AFTER PROMOTIONS AND DISCOUNTS	Total
HotSpot	1500		\$ 90.00	135,000.00	100%	\$0.00	\$0.00
Total							\$0.00
Estimated Equipment Tax	10%						\$0.00
MONTHLY SERVICE Options	Number of lines	Down Payment	MSRP	Total	DISCOUNT / PROMOTIONS	TOTAL AFTER PROMOTIONS AND DISCOUNTS	Total
PUBLIC STATIC IP SERVICE (CIPA COMPLIANT)	1500		\$ 3.00	4,500.00	0.00	\$0.00	\$0.00
Total						\$0.00	\$0.00
EQUIPMENT: Estimated Tax	10%						\$0.00
SERVICE: Estimated Tax	10%						\$0.00
Total Monthly Service and Fees	1	Month					30,000.00
Total Monthly Service and Fees	12	Month					360,000.00
Total Monthly Service and Fees	24	Month					720,000.00
Total Equipment, Taxes and Service 24 months							720,000.00
EmpowerED Award:	Units	Award Value	Equipment	Net award per line	Total net Award		
\$200 Award per paid line	1500	\$300,000.00	\$90.00	\$110.00	\$165,000.00	-165,000.00	
Total Net Cost to Anaheim Union HSD							555,000.00
Additional Add On Features and Concessions							
Additional Details:	COVID Program: 24 months, \$20 unlimited data plan, CIPA compliant filtering included.						
Additional Details:	FREE overnight shipping for all orders. Up to 7-10 business days with 3rd party provisioning.						

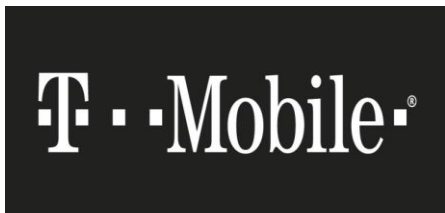
Proposal via: [NASPO /WSCA contract](#)

Anaheim Union HSD

Quote Summary: 12 Months

3000 HotSpots - service upgrades

Upgrade \$10 Plan to \$20 Plan Unlim. / 12 Months



Presented By:

Brad Cantrell

T-MOBILE for Government

Cell: 714- 585-5717

brad.cantrell1@t-mobile.com

DATA SERVICE PLANS	INCLUDED SERVICES		Number Of Lines	Unlimited Data Upgrade: from \$10 per month to \$20.	Monthly After Discount & MRC	12 Month Total
	4G LTE HIGH SPEED DATA	DATA				
T-Mobile UNLIMITED 4G Data Plan	UNLIMITED	UNLIMITED	2000	\$10.00	\$20,000.00	\$240,000.00
TOTAL			2000		\$20,000.00	\$240,000.00

Quote Details

3,000 HotSpots upgraded to Unlimited 4G data from 2GB 4G data plan.	
NO equipment (service upgrade only)	
12 Months Service	\$240,000.00

Additional notes

\$10 per device per month= \$120K per 1,000 HotSpots over 12 Months.

Additional Details:	CIPA compliant filtering included.
Additional Details:	FREE overnight shipping for all orders. Orders submitted and processed by 2PM will arrive the next business day in most cases (equipment inventory)

AGREEMENT NUMBER 50044

2020-2021
NETWORK SUPPORT SERVICES AGREEMENT
ANAHEIM UNION HIGH SCHOOL DISTRICT

This Network Support Services Agreement is hereby entered into this 1st day of July, 2020, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92803, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

Now, THEREFORE, the Parties hereto mutually agree as follows:

1.0 BASIS OF AGREEMENT. Provide network support services for data connectivity and support along with DISTRICT internet circuit(s) handoff and Distributed Denial of Services (DDoS) Protection to school districts within Orange County in accordance with the terms and conditions set forth in this AGREEMENT.

2.0 NETWORK SUPPORT. SUPERINTENDENT agrees to provide DISTRICT access to applications and services via the SUPERINTENDENT'S network utilized by the SUPERINTENDENT. Applications and services shall include access to the following:

1. Payroll Services
2. Financial (Separate contract required)
3. Human Resources (Separate contract required)
4. Time and Attendance (Separate contract required)
5. Imaging/Workflow (i.e. Pan, etc.) (Separate contract

1 required)

2 6. Data Center Site Services-California (Separate contract
3 required)

4 7. Data Center Site Services-Arizona (Separate contract
5 required)

6 8. Technical Support/Professional Services (Separate contract
7 required)

8 9. Security Consulting Services (Separate contract required)

9 3.0 DDoS PROTECTION. SUPERINTENDENT shall make the best effort to
10 protect against a Distributed Denial of Services (DDoS) attack
11 against the DISTRICT. DISTRICT agrees that network traffic for the
12 DISTRICT may be rerouted during a DDoS attack to a third party
13 entity for protection. DISTRICT also agrees that SUPERINTENDENT may
14 use alternative methods for DDoS protection. DDoS protection
15 mechanism will only need to inspect META Data.

16 4.0 TERM. This AGREEMENT shall be in full force and effect for
17 the period commencing July 1, 2020, and ending on June 30, 2021,
18 subject to termination as set forth in this AGREEMENT.

19 5.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT for services
20 rendered pursuant to Section 2.0 of this AGREEMENT a total amount
21 not to exceed Four thousand six hundred dollars (\$4,600.00). The
22 charges are based on the actual expenses incurred by SUPERINTENDENT
23 in supporting the connectivity between DISTRICT and SUPERINTENDENT
24 through the circuit, Internet service providers, and vendors
25 providing equipment, lines, services and DDoS Protection. DISTRICT
shall be notified in writing of any increase in charges incurred by

1 SUPERINTENDENT in supporting the network. DISTRICT agrees to pay
2 SUPERINTENDENT the actual charges within thirty (30) days upon
3 receipt of an itemized invoice from the SUPERINTENDENT.

4 6.0 TECHNICAL SUPPORT. DISTRICT shall be entitled to ongoing
5 technical support and assistance on SUPERINTENDENT'S Network between
6 the DISTRICT and SUPERINTENDENT, provided however, that the
7 availability or performance of this technical support service shall
8 not be construed as altering or affecting SUPERINTENDENT'S
9 obligations as set forth in this AGREEMENT. SUPERINTENDENT'S
10 technical support via telephone shall be provided to DISTRICT
11 without charge Monday through Friday from 7:00 A.M. - 5:00 P.M.,
12 excluding SUPERINTENDENT'S holidays. Technical support outside of
13 this timeframe will require prior authorization.

14 7.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times
15 shall be an independent contractor and shall be wholly responsible
16 for the manner in which the services required by the terms of this
17 AGREEMENT are performed. Nothing herein contained shall be
18 construed as creating the relationship of employer and employee, or
19 principal and agent, between SUPERINTENDENT and DISTRICT.
20 SUPERINTENDENT assumes the responsibility for the acts of its
21 employees or agents as they relate to the services to be provided.
22 SUPERINTENDENT, its officers, agents, and employees, shall not be
23 entitled to any rights, and/or privileges of DISTRICT'S employees
24 and shall not be considered in any manner to be DISTRICT'S
25 employees.

1 8.0 HOLD HARMLESS.

2 A. SUPERINTENDENT hereby agrees to indemnify, defend, and
3 hold harmless DISTRICT, its Governing Board, officers, agents, and
4 employees from every claim or demand and every liability loss,
5 damage, or expense of any nature whatsoever which may be incurred by
6 reason of any negligent acts or omissions of employees, agents or
7 officers of SUPERINTENDENT or the Orange County Board of Education
8 during the period of this AGREEMENT.

9 B. DISTRICT hereby agrees to indemnify, defend, and hold
10 harmless SUPERINTENDENT, the Orange County Board of Education, and
11 its officers, agents, and employees from every claim or demand and
12 every liability, loss, damage, or expense of any nature whatsoever
13 which may be incurred by reason of any negligent acts or omissions
14 of employees, agents or officers of DISTRICT during the period of
15 this AGREEMENT.

16 9.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that
17 they will not engage in unlawful discrimination of persons because
18 of race, color, religious creed, national origin, ancestry, physical
19 handicap, medical condition, marital status, or sex of such persons.

20 10.0 APPLICABLE LAW. The services completed herein must meet the
21 approval of the DISTRICT's general right of inspection to secure the
22 satisfactory completion thereof. SUPERINTENDENT and DISTRICT agree
23 to comply with all federal, state and local laws, rules, regulations
24 and ordinances that are now or may in the future become applicable
25 to SUPERINTENDENT or DISTRICT'S business, equipment and personnel

1 engaged in operations covered by this AGREEMENT or occurring out of
2 the performance of such operations.

3 11.0 ASSIGNMENT. Neither party shall subcontract or assign this
4 AGREEMENT or the performance of any of the services set forth in
5 this AGREEMENT without prior written approval of the non-assigning
6 party.

7 12.0 TERMINATION. This AGREEMENT may be terminated by
8 SUPERINTENDENT or DISTRICT with or without cause, upon the giving of
9 sixty (60) days prior written notice to the other party.

10 13.0 TOBACCO USE POLICY. In the interest of public health, the
11 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
12 use of any tobacco products are prohibited in buildings and
13 vehicles, and on any property owned, leased or contracted for by the
14 SUPERINTENDENT. Failure to abide with conditions of this policy
15 could result in the termination of this AGREEMENT.

16 14.0 NOTICES. All notices or demands to be given under this
17 AGREEMENT by either party to the other shall be in writing and given
18 either by: i) Personal service, or ii) U.S. Mail, mailed either by
19 registered or certified mail, return receipt requested, with postage
20 prepaid. Service shall be considered given when received if
21 personally served or, if mailed, on the third (3rd) day after
22 deposit in any U.S. Post Office. The address to which notices or
23 demands may be given by either party may be changed by written
24 notice given in accordance with the notice provisions of this
25 section. As of the date of this AGREEMENT the addresses of the
parties are as follows:

DISTRICT: Anaheim Union High School District
501 North Crescent Way
Anaheim, California 92803
Attn: _____

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

15.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

16.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California, with venue in Orange County, California.

17.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire AGREEMENT between SUPERINTENDENT and DISTRICT regarding the services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an Amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

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1 IN WITNESS WHEREOF, the Parties hereto have caused this
2 AGREEMENT to be executed.

3 DISTRICT: ANAHEIM UNION HIGH
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

5 BY: _____
Authorized Signature

BY: *Patricia M. McCaughey*
Authorized Signature

6 PRINT NAME: Dr. Jaron Fried

PRINT NAME: Patricia McCaughey

7 TITLE: Assistant Superintendent, Ed. Division

TITLE: Administrator

8 DATE: 10/16/20

DATE: March 31, 2020

9
10
11 Anaheim Union High SD(50044)-Network Support Services 2020-2021
12 ZIP4

PROVIDER SERVICES AGREEMENT

This Provider Services Agreement ("Agreement") is entered into this 16th day of October 2020 by and between Healthy Smiles for Kids of Orange County, Inc. ("HSK"), a California non-profit public benefit corporation and Anaheim Union High School District ("AUHSD"), a public school district serving Orange County cities of Anaheim, Buena Park, Cypress, La Palma and Stanton.

RECITALS

WHEREAS, HSK has developed a system of dental care designed to provide on-site care to patients through relationships with community-based registered dental hygienists who will provide care and collaborate with dentists using teledentistry technology. This system of care is referred to as teledentistry ("TELE"), and these services are further described in Attachment A to this Agreement, and incorporated herein by reference;

WHEREAS HSK operates a Mobile Dental Clinic which provides oral health and nutrition education, as well as preventative and restorative services. These services are provided by dentists, registered dental hygienists, and dental assistants, and these services are further described in Attachment B to this Agreement, and incorporated herein by reference;

WHEREAS, HSK has developed an oral health and nutrition education program. Oral Health Educators will provide an educational presentation to the parents and children about how oral health impacts overall health. Oral Health Educators will discuss the importance of the teeth for overall health, the decay process, germs, the establishment of proper oral health habits including, brushing and flossing, the importance of visiting a dentist, and nutrition for healthy teeth. Prevention will provide preventive dental services which include, but are not limited to: oral health and nutrition education, dental screenings, examinations, digital x- rays, oral prophylaxis, fluoride varnish application, dental sealants and dental service referrals for untreated dental disease using a special purpose commercial coach designed and outfitted to provide comprehensive dental services, and these services are further described in Attachment C to this Agreement, and incorporated herein by reference;

WHEREAS, HSK has developed a system of dental care designed to provide on-site preventative services through relationships with community-based registered dental hygienists who will provide visual dental screenings and application of fluoride varnish. Outreach Educators will educate families about oral health. Care Coordinators will help link families to a dental home. This system of care is referred to as the Outreach Program, and is further described in Attachment D to this Agreement, and incorporated herein by reference;

WHEREAS, AUHSD desires HSK to provide dental health education, dental hygiene, preventative dental services, teledentistry services, restorative mobile dental clinic services, and outreach services to patients as further described in this Agreement;

WHEREAS, HSK and AUHSD desire to formalize their relationship and in consideration of the mutual covenants and promises contained within this Agreement, the parties agree as follows:

1. **Services.** HSK agrees to provide services as specified in Attachment A, Attachment B, Attachment C, and Attachment D which is incorporated herein by reference.

2. **Compensation.** HSK will seek reimbursement for services related to this Agreement from private, state, and federal sources. AUHSD agrees to assist, facilitate, and support HSK's efforts to obtain reimbursement for services rendered.

3. **Compliance with Legal and Ethical Standards.** The parties shall comply with all applicable federal, state, and municipal statutes or ordinances. If, after the execution of this Agreement, any new law becomes effective or any binding interpretation of a law by any governmental authority, whether state or federal, is rendered that makes unlawful the relationship between the parties, as set forth in this Agreement, or which requires a change in the relationship between the parties as set forth in this Agreement, then this Agreement shall not terminate, but HSK may, after a consultation with AUHSD, amend and revise this Agreement to the extent necessary to comply with any new laws and, to the extent possible, preserve the underlying economic, financial, and service arrangements between the parties.

4. **Data Sharing.** The HSK dental team will collect electronic dental records such as x-rays, photographs, dental and medical histories and upload these records to a secure website where they are reviewed by a collaborative dentist. The dentist will review the patient's information and create a tentative dental treatment plan. All records are shared with patient's dentist, parents and for billing to DentiCal-MediCal.

5. **Duration of Agreement and Termination.**

A. **Commencement.** This Agreement shall commence on October 16, 2020 and will automatically renew for an additional one-year period on each successive October 16th unless a party notifies the other party in writing before October 16th of its intent to non-renew.

B. **Termination.** Both parties shall have the right to terminate this Agreement upon thirty (30) days written notice, with or without cause.

C. **Governmental Action.** If, pursuant to governmental action, HSK is ordered to cease doing business, this Agreement and HSK's responsibilities thereunder shall terminate.

D. **Sale, Merger, or Dissolution of Business.** In the event of a sale, merger, dissolution, or other substantial change in ownership or operation of HSK, it may, at its sole discretion and option, terminate this Agreement and end its duties and responsibilities thereunder.

6. **No Compensation for Referrals.** No term, covenant, or condition of this Agreement shall be construed as requiring or inducing AUHSD to refer patients to HSK.

AUHSD's rights under this Agreement shall not be dependent in any way upon the number of patients referred to HSK.

7. **Liability Insurance.** At its own expense, HSK shall maintain professional liability insurance coverage in an amount not less than \$1 million per claim, and \$3 million annual aggregate. HSK shall supply AUHSD with evidence of such insurance upon request, and shall name AUHSD as an additional insured.

At all times relevant to this Agreement, AUHSD shall, at its own expense, keep in full force and effect, liability insurance coverage, or the self-insured equivalent, with limits of not less than \$3 million, covering any liability or claims against HSK or its affiliates for administrative services and general comprehensive liability matters, including coverage for the location where the services that are provided by HSK. AUHSD shall name HSK as an additional insured under the applicable comprehensive general liability insurance policy, or self-insured program, and provide evidence of same to HSK upon request.

8. **Indemnification.** Each party shall defend, indemnify, and hold the other harmless from all losses, obligations, claims, liability, settlement, payment, judgment, or award, including costs and legal fees incurred or required to be paid due to any claim resulting from the other party's negligence or misconduct in connection with the performance of this Agreement.

9. **Assignment and Delegation.** Neither this Agreement nor any of the rights or duties under it may be assigned or delegated by either party without the other party's express written authorization.

GENERAL PROVISIONS

10. **Notice.** Written notice under this Agreement shall be delivered personally or sent by United States Registered or Certified Mail, postage prepaid as follows:

Healthy Smiles for Kids of Orange County:

Ria Berger, MPA
Chief Executive Officer
10602 Chapman Avenue, Suite 200
Garden Grove, CA 92840
818-415-8497
rberger@healthysmilesoc.org

Anaheim Union High School District:

Jaron Fried, Ed.D.
Assistant Superintendent of Educational Services
501 North Crescent Way
Anaheim, CA 92801
714-999-3555
fried_j@auhsd.us

10. Severability. If any provision of this Agreement, or its application to any person or circumstance, is determined by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remainder of this Agreement shall not be affected, and shall be enforceable to the fullest extent permitted by law.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California; venue shall be Orange County, California.

12. Amendment. This Agreement may be amended only by a written document signed by the parties.

13. Entire Agreement. The parties agree that this Agreement is a complete statement of their entire agreement, and supersedes all previous communications between them.

14. Independent Contractor Relationship. At all times relevant, and pursuant to the terms and conditions of this Agreement, HSK is and shall be construed to be an independent contractor and not an agent, servant, or employee of AUHSD. No joint venture or shared enterprise is created by this Agreement.

15. Construction of Agreement. The parties agree that the terms and provisions of this Agreement embody their mutual intent and agreement, and that they are not to be construed more liberally in favor of nor more strictly against any party for the reasons of drafting, or from any other.

16. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, shall confer upon any person, firm, or corporation other than the parties and their respective successors or assigns, any remedy or claim as third party beneficiaries or otherwise. All of the terms, covenants, and conditions in this Agreement shall be for the sole and exclusive benefit of the parties and their successors and assigns.

17. Waiver of Right. No waiver of or failure by HSK to enforce a provision, covenant, condition, or right under this Agreement shall be construed as a subsequent waiver of the same right or provision, or waiver of any other right. No extension of time for performance of any

obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

Healthy Smiles for Kids of Orange County:

By: Ria Berger
Ria Berger, Chief Executive Officer

Dated: 9/25/2020

Anaheim Union High School District:

By: _____
Jaron Fried, Assistant Superintendent of Educational Services

Dated: _____

ATTACHMENT A

Teledentistry

Teledentistry (“TELE”) system of care involves community-based registered dental hygienists and dental assistants collaborating with dentists using teledentistry technology and providing services in any available and suitable indoor space at the school site that allows room for one to three portable dental chairs.

The dental team will collect electronic dental records such as x-rays, photographs, dental and medical histories, and upload these records to a secure website where they are reviewed by a collaborating dentist. The dentist will review the patient's information and create a tentative dental treatment plan.

The dental team then performs aspects of the treatment plan that can be conducted in the community setting and which falls within that clinician's scope and applicable license and training. These services include: health promotion education; dental disease risk assessment; preventive procedures such as application of fluoride varnish, and dental prophylaxis. If the patient requires sealants or restorative services, they will be referred to the Mobile Dental Clinic. The dental team and Care Coordinators will be tracking and supporting the patient in obtaining additional care and following the recommendations for additional services.

When the collaborating dentist determines that the patient requires a level of care or service that can only be provided by a licensed dentist, the patient is referred to the collaborating dentist's office for that treatment or other appropriate care.

Some of the treatment and patient care will take place at AUHSD.

ATTACHMENT B

Mobile Dental Clinic

The Mobile Dental Clinic (approximately 40 feet in length, 10 feet high, and 10 feet wide) involves dentists, registered dental hygienists, and dental assistants, providing preventative and restorative services.

The dental team will collect electronic dental records such as x-rays, photographs, dental and medical histories. The dentist will review the patient's information and create a treatment plan.

For patients with existing treatment plans, the dentist will review their electronic dental chart and provide restorative services.

The dental restorative services are scheduled according to mobile availability as well as AUHSD site parking lot availability. All services provided by the dental team falls within that clinician's scope and applicable license and training. These services include: health promotion education; dental disease risk assessment; preventative procedures such as application of fluoride varnish, dental prophylaxis, sealants, periodontal scaling; and restorative services such as composites, amalgams, direct and indirect pulp caps, stainless steel crowns, spacers, extractions, impressions, white crowns, strip crowns, nitrous, scaling and root planing (deep cleaning), and baby root canals (pulpotomy).

AUHSD will make available to HSK an area designated for the provision of restorative services at AUHSD's locations.

AUHSD's parking lots would be used to park the Mobile Dental Clinic on the day of dental restorative service appointments and then driven from the parking lot at the end of services for that same day. HSK will provide all staff, supplies, and equipment necessary in providing the dental services set forth in this Agreement. HSK staff will be responsible for marketing services to patients and scheduling appointments for eligible patients.

ATTACHMENT C

Prevention and Oral Health Educators

Goal: The goal of Prevention is to provide oral health care services to children and adolescents who are at high risk for dental disease. The mobile clinic allows children to gain greater access to dental care in the environment of their school and/or community.

Objectives: Provide preventative oral health services to children at schools and at community sites with the objective of increasing utilization of the dental health care system.

Preventative oral health services as consented to by the child's parent or legal guardian will include but are not limited to the following procedures:

- Dental exams provided by a licensed dentist.
- Fluoride varnish
- Prophylaxis (Cleaning and Polish)
- Sealants.

Increase awareness of oral health disease and self-management interventions to promote oral health through education with the following foci:

- Disease epidemiology.
- Oral hygiene.
- Impact of substances (i.e. tobacco) on oral health.
- Nutrition.
- Routine dental care.

Provide community dental resource information to child's parent or legal guardian with linkage as needed to a dental home.

Goal: The goal of oral health educators is to improve oral hygiene, knowledge, and teach children how to brush and make students aware of participating in the Healthy Smiles Program.

Lesson Objectives: The Oral Health Educator will discuss the importance of teeth for overall health, establishment of oral health habits, proper oral hygiene, brushing and flossing, importance of regular dental visits and importance of proper nutrition to promote healthy teeth and body. Presentations are tailored to be grade level age appropriate by applying different learning modalities to give students access to the content.

ATTACHMENT D

The Outreach Program is a team of outreach educators and registered dental hygienists providing preventative dental services and education in the community setting. Services are provided to children ages 0-5 and their families. The Outreach program involves four components: oral health education, screenings, application of fluoride varnish, and care coordination.

Outreach Educators provide an educational presentation to the parents and children about how oral health impacts overall health. Bilingual outreach educators discuss the importance of the teeth for overall health, establishment of oral health habits, proper oral hygiene, brushing and flossing, importance of visiting a dentist, and nutrition for healthy teeth.

Dental professionals perform preventative dental care that can be conducted in the community setting and which falls within the clinician's scope and applicable license and training. The services include a visual dental screening to identify cavities, application of fluoride varnish, and health promotion education. Children with prior parent consent will receive services. The dental professional will record findings on the result form. The parents will be informed of the results of the screening.

Care Coordination staff will review the results with the parent and make a referral based upon severity of cavity, insurance, and proximity to the child's home. Our Care Coordination team assists families in scheduling dental appointments at the Collaborative Clinics and providing referrals for families to apply for insurance.



MEMORANDUM OF UNDERSTANDING

This document represents an agreement between the Anaheim Union High School District, 501 N. Crescent Way Anaheim, CA 92801 and the Orange County Human Relations Council (OCHRC) to work together in the 2020-2021 school year for purposes of providing implicit bias training. The training purpose, goals, training topics, and training breakdown are outlined below.

The total cost for the training will be \$150,000, due March 15, 2021. At that time a portion of the work will be completed. **The district understands that it will also be responsible for any transportation, food or substitute teacher costs that the training requires.**

Implicit Bias Training Overview

Rationale:

Over the past several decades, social science research has revealed that even the most well-intentioned people experience some degree of “implicit bias,” the unconscious and often subtle associations we make between groups of people and stereotypes about those groups. This phenomenon is distinct from “explicit bias,” the overt prejudice that most people associate with racism, sexism and other forms of bigotry.

The behavior of human beings is often guided by racial and other stereotypes of which we are completely unaware. This training will guide participants through a journey of personal exploration for an awareness of the shortcuts and subsequent perceptions we make about people and our surroundings. It will also provide skills, through transformative learning, to increase awareness about our cognitive biases and offer intervention strategies.

Goals

Upon completion of this training, participants will demonstrate the ability to:

- Define and understand explicit, implicit, and various forms of bias.
- Understand that acknowledging these biases is the first step to addressing them.
- Acquire basic tools to mitigate the effects of implicit bias on our daily lives.
- Inform and expand knowledge and leadership skills on diversity, inclusion, and culturally responsive practices.

Training topics

MODULE 1: What is Bias and Implicit Bias?

An introduction to concepts and basis of bias, its relevance to working with clients, employees, managers and society.

MODULE 2: Exploring Bias

Types of biases and brain function is introduced with the activation of categorization and cognitive visual awareness. Participants explore and analyze their own biases as it pertains to behavior and decision making.



OC Human Relations

Building community by fostering respect, resolving conflict and pursuing equality

MODULE 3: Identity, Bias and Stereotypes

Introduction and overview of how identity informs and impacts bias. Participants will learn the connection between implicit bias, identity, and stereotypes and understand how it informs our behaviors, beliefs, and/or actions.

MODULE 4: Strategies to Address Implicit Bias

Participants will learn about emotional intelligence and different strategies that can help address and reduce bias on a personal and organizational level.

Capacity: Up to 300 participants

Breakdown of Training:

Our implicit bias training is a 6-hour training modified into four 1.5-hour sessions to accommodate AUHSD staff availability and schedules. OC Human Relations will develop a 4-week course, that will include:

- 12 Trainings over 6 months (November 2020 to April 2021)
- 300 staff trained over 12-13 cohorts, each with a total of 6-hours of training.
 - 100 administrators trained over 4 cohort of 25 people in November/December 2020
 - 200 site team members trained over 8-9 cohorts of 25 people between January-April 2021
- Cohorts will attend weekly 1.5-hour sessions plus independent learning modules, over the course of four weeks
- Admin Cohorts 1-4 training sessions as follows:
 - Cohort 1: AM Class on November 3, 10, 17 & December 1
 - Cohort 2: PM Class on November 3, 10, 17 & December 1
 - Cohort 3: AM Class on November 5, 12, 19 & December 3
 - Cohort 4: PM Class on November 5, 12, 19 & December 3
- Site Team Cohorts 5-13 will be trained between January-April 2021
 - Dates to be determined based on AUHSD schedule



OC Human Relations

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Background and Qualifications:

The Orange County Human Relations Council is a non-profit, tax-exempt charitable 501(c)(3) organization founded in 1991 for the purpose of developing and implementing proactive human relations programs in partnership with schools, corporations, cities, foundations, organizations and individuals. We believe that everyone has the right to live free of violence and discrimination. Our mission is to provide programs that foster mutual understanding among residents and eliminate prejudice, intolerance and discrimination in order to make Orange County a better place for ALL people to live, work and to do business.

OC Human Relations has operated programs in schools, courts, communities and with law enforcement since 1991. Our professional staff are expert facilitators, especially adept in managing difficult dialogues. Our experience and expertise allow us to work with the diverse populations in Orange County and build understanding between the groups that together make up our community.

Our nationally recognized BRIDGES: Safe and Respectful Schools Program in Orange County Schools has worked with students, staff and parents to improve school climate, specifically in the areas of safety, respect for diversity and connectedness/engagement for over 25 years.

We offer one of the only state certified mediation trainings in Orange County where we train and mentor mediators to work in multiple court rooms in the county, with multiple law enforcement agencies and to respond to community conflict. All our staff are trained mediators, many with special training in family mediation and/or restorative practices.

In partnership with the County of Orange we have tracked, reported and provided education and training around hate crime and hate crime prevention and response since 1991.

Since our inception, we have trained police recruits, teachers, parents, students and resident leaders to work in diverse communities and resolve conflict effectively.

Signed _____, District Administrator, Date 10/16/20.
Dr. Jaron Fried

Signed *Alison Edwards*, Consultant, Orange County Human Relations Council.



MEMORANDUM OF UNDERSTANDING

This document represents an agreement between Cypress High School, Anaheim Union High School District, 9801 Valley View St. Cypress, CA 90630 and the Orange County Human Relations Council (OCHRC) to work together in the 2020-2021 school year for purposes of supporting conflict resolution through use of restorative practices and establishing the BRIDGES Safe and Respectful Schools Program.

The OCHRC agrees to partner with Cypress High School to provide services as outlined in the program proposal below. Participant schools agree to make a good faith effort to maintain program fidelity.

The total cost for the above outlined program for the school year will be \$25,000.00, fee is due March 15, 2021. At that time a portion of the work will be completed. **The school understands that it will also be responsible for any transportation, food or substitute teacher costs that the program requires.**

After the school fee has been paid to OCHRC and teachers have met their contractual responsibilities, OCHRC will pay a sum of \$1000.00 or two \$500.00 teacher stipends to the designated contact teacher(s) selected by the Principal.

Cypress High School Proposal

Purpose:

To support Cypress High School in addressing a large student conflict and address and attend to the school climate and culture. This work is to occur in phases, as outlined below.

Phase 1: Work with school leadership to navigate large student conflict. Work includes:

- Meeting with leadership to review and gain understanding of the conflict
- Conducting 1-on-1 intake with all involved students
- Facilitate a joint dialogue to address the conflict and build resolution that all participants can agree with
- Facilitate follow-up as needed to ensure agreements are met and upheld

Phase 2: Address and cultivate a safe and welcoming school climate and culture.

- Process and connect circles with staff
- Process and connect circles with student groups/organizations
- Identify and invite key stakeholders to participate in a school climate task force retreat (3-5 staff & admin, 20 students)
 - Community building & Storytelling
 - Experiential learning
 - Issue identification & School-wide initiative planning

Phase 3: Formation and On-going Convening of Human Relations Task Force

- Meeting regularly to identify, assess, and plan initiatives to improve school climate and culture

Staffing Capacity

Program work includes initial restorative practices casework and staffing to accommodate the scale of the conflict, processing circles for staff and students, and a designated Human Relations Specialist to oversee the implementation of the BRIDGES Program for one 1-academic year contract.

Signed _____, District Administrator, Date 10/16/20.
Dr. Jaron Fried

Signed *Alison Edwards*, Consultant, Orange County Human Relations Council.



OC Human Relations

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MEMORANDUM OF UNDERSTANDING

This document represents an agreement between the Anaheim Union High School District, 501 N. Crescent Way Anaheim, CA 92801 and the Orange County Human Relations Council (OCHRC) to work together in the 2020-2021 school year for purposes of providing support to *Raising Students Voice and Participation program*, as outlined in the below proposal.

The total cost for program support will be \$15,000, due March 15, 2021. At that time a portion of the work will be completed. **The district understands that it will also be responsible for any transportation, food or substitute teacher costs that the training requires.**

Raising Students Voice and Participation Proposal

Purpose:

To support student leadership of the Raising Students Voice and Participation (RSVP) at AUHSD.

Phase 1: Identifying needs & Skills Development

- Process and connect circles with RSVP student leaders across the district. (1 day)
- Train student leaders on circle keeping practices. (2-day training for up to 25)
- Work with student leaders to develop site-specific circle plans
- Work with RSVP coordinator to identify district-wide implementation of circle opportunities and skills learned

Phase 2: Formation and On-going Convening of District-Wide RSVP Student Leaders Group

- Meeting regularly to identify, assess, and plan initiatives to improve climate and culture across the district and the larger community.
- On-going student leadership development as needed

Staffing Capacity:

Support from OCHR staff at 5 hours a month.

Signed _____, District Administrator, Date 10/16/20.
Dr. Jaron Fried

Signed *Alain Edwards*, Consultant, Orange County Human Relations Council.



SERVICE ORDER FORM

September 16, 2020

Rosetta Stone Ltd.
 135 West Market Street
 Harrisonburg, Virginia 22801
 (P) 800-788-0822
 (F) 540-437-2843
 www.rosettastone.com

Rosetta Stone Contact:
 Scott Lewis
 Phone: 949-426-0372
 Email: slewis@rosettastone.com

Customer Shipping Address:

Diana Fujimoto
 Anaheim Union High School District
 PO Box 3520
 Accounts Payable
 Anaheim, CA 92803-3520
 US

Contact Phone: 7143566182
 Contact Email: fujimoto_d@auhsd.us

Customer Billing Address:

Diana Fujimoto
 Anaheim Union High School District
 PO Box 3520
 Accounts Payable
 Anaheim, CA 92803-3520
 US

Billing Contact: _____
 Billing Contact Phone: _____
 Billing Contact Email: _____

We are excited to present this quotation for products and services in the Rosetta Stone® Language Learning Suite. Rosetta Stone Ltd. provides language learning software and services under its Rosetta Stone® brand. Rosetta Stone language products and any related online services, training and user documentation are referred to collectively herein as "Rosetta Stone Product."

PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL
<p>Rosetta Stone English for Education is a fixed term license for online access to the Rosetta Stone Foundations for K-12 (Silver) solution, and includes initial language aptitude placement test (grades 6-12), student activities, and teacher guides in all commercially available levels for use on Windows and Mac computers and access to all product-specific mobile applications for iOS or Android devices (the "License").</p> <p>The License includes enhanced implementation, product training, four (4) online training sessions and one (1) onsite training session, access to The Bridge, an online global community for learning and sharing best practices for educators using Rosetta Stone and Family Connection, a specialized weekly communication for parents in Spanish. Licenses are for named users for a subscription period specified below where all licenses start and end on the same date. Licenses may be transferred to other Authorized End Users during the subscription period.</p> <p>Professional Development services must occur within the activation period or term of the underlying license. If Customer does not schedule and utilize purchased Professional Development services within that period, Rosetta Stone's obligation to provide such services will terminate.</p> <p>The first unused Professional Development session will expire 6 months from Activation, with an additional session expiring every two (2) months thereafter. For multi-year licenses which include additional Professional Development sessions, the first session will expire 6 months from the date of renewal with an additional session expiring every two (2) months thereafter.</p>	100	USD 92.00	USD 9,200.00
Sub Total			USD 9,200.00
Total Sales Tax			USD 0.00
Total Shipping Charges			USD 0.00
Grand Total			USD 9,200.00
Notes			
<ul style="list-style-type: none"> Any applicable sales, use, excise, property or other federal, state, county, municipal, local or foreign taxes, levies, VAT, GTS, or other indirect taxes, customs duties, tariffs, or other imposts are the responsibility of the purchaser; any such amounts included in this quote are estimates for informational purposes only. 			

Pricing is valid through October 31, 2020.

TERM AND TERMINATION

This Order Form Agreement becomes effective upon its acceptance by both parties and continues in effect for a period of 12 months following the service activation date of October 16, 2020 (the "Term"). The Term of this Agreement is renewable upon mutual agreement of the parties.

Thereafter, this Order Form shall automatically renew for consecutive renewal terms of one year each, unless a party gives the other party written notice of termination of this Order Form at least thirty (30) days before the expiration date of the then current term; provided, however, that prior to each renewal of the term of this Order Form, Licensor shall have the right to propose revisions to the pricing and other terms set forth in this Order Form to be effective for the next renewal period. If the parties fail to agree in writing on the revisions to this Order Form prior to the commencement of the renewal term, this Agreement will terminate on the expiration date of the then current term. Incremental add-on licenses for a site will be priced at the renewal rate consistent with the term of the renewal (and not be prorated).

Rosetta Stone, without prejudice to its other rights hereunder, may immediately and without notice, suspend the delivery of the Rosetta Stone Product and/or terminate this Agreement in the event that Customer: (i) fails to make any payment when due or (ii) becomes insolvent or bankrupt or ceases paying its debts generally as they mature. Without derogation of Rosetta Stone's rights under the preceding sentence, either party may, without prejudice to its other rights, terminate this Agreement forthwith on duly providing written notice to the other party to that effect in the event that the other party neglects or fails to perform or observe any of the material covenants, conditions or agreements contained in this Agreement, and such default is continued for thirty (30) days after the date of the non-defaulting party's notice to the other party. In the event of the expiration or termination of this Agreement for any reason, all rights granted to you hereunder shall terminate, and you shall immediately discontinue, and cause your authorized users to immediately discontinue, all use of Rosetta Stone Product. In the event of the expiration or termination of this Agreement, Rosetta Stone shall have the right to notify all authorized users that their rights to access the Rosetta Stone Product have been terminated.

INVOICING AND PAYMENT TERMS

Rosetta Stone will invoice Customer for the total purchase price stated above [plus all applicable taxes] upon execution of this Order Form by both parties. Invoices are payable on Net 30 day terms, F.O.B. Origin.

ACCEPTANCE

This quote also serves as an order form (the "Order Form"). To place this order, please sign this Order Form below and fax it along with any applicable purchase order to 540-437-2843. Alternatively, this order may also be placed by inserting the serial number appearing on the bottom right of this quote on the applicable purchase order, attaching this quote to the purchase order and faxing the purchase order and this quote to the above fax number.

In placing this order, Customer accepts the terms and conditions described in the Rosetta Stone K12 Education License Agreement (the "K12 License"), available at www.rosettastone.com/legal. The K12 License, together with this Order Form, constitutes the entire agreement (the "Agreement") between Rosetta Stone and Customer. CUSTOMER AND ROSETTA STONE AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDE ANY PROVISIONS OF ANY CUSTOMER DRAFTED PURCHASE ORDER AND SUPERSEDE ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN CUSTOMER AND ROSETTA STONE RELATING TO THE SUBJECT MATTER HEREOF. ANY ADDITIONAL OR CONFLICTING PROVISIONS ON ANY PURCHASE ORDER ARE EXPRESSLY EXCLUDED FROM THE AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS ORDER FORM AND THE ROSETTA STONE K12 EDUCATION LICENSE AGREEMENT, THE ORDER FORM SHALL GOVERN.

ROSETTA ST
By: _____
7D3ADAADC5464C9...

Authorized Signing Authority
Alison Yusi

Printed Name/Title
9/17/2020

Date

ANAHEIM UNION HIGH SCHOOL DISTRICT

By: _____

Authorized Signing Authority
Dr. Jaron Fried, Assistant Superintendent

Printed Name/Title
10/16/20

Date

Amendment No. 1
To
Memorandum of Understanding
For
Big Brothers Big Sisters

This Amendment is made and entered into this 1 day of September 2020, by and between the ‘ANAHEIM UNION HIGH SCHOOL DISTRICT’ a public educational agency, located at 501 N. Crescent Way, Anaheim, CA 92801, hereinafter referred to as “District,” and BIG BROTHERS BIG SISTERS of ORANGE COUNTY, located at 1801 E. Edinger, Suite 101 Santa Ana, CA 92705, hereinafter referred to as “BBBSOC”, mutually agree to amend the existing contract, as follows:

1. BBBSOC shall provide the District with College Bigs virtual mentoring programming. The goal is to pair students (Littles) from Anaheim Union High School District with positive, caring, screened and trained adult college mentors (Bigs) through a tiered mentoring system. This tiered mentoring system will nurture relationships that provide positive modeling that leads to school and lifetime success. Virtual sessions are facilitated by a Big Brothers Big Sisters team member. This program provides youth the opportunity to explore college experiences and post-high school options they may not have even known were possibilities. In addition to providing a tailored social emotional learning curriculum focused on college readiness, relationship building and youth advocacy with a unique spin based on the philanthropic culture of the university or institution.
2. All notices permitted or required under this MOU shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

BBBSOC: BIG BROTHERS BIG SISTERS of ORANGE COUNTY
ATTN: Laura Corona-Marcum, VP of Programs
1801 E. Edinger, Suite 101 Santa Ana, CA 92705


AUHSD: ANAHEIM UNION HIGH SCHOOL DISTRICT
ATTN: Jaron Fried, Assistant Superintendent, Education
501 N. Crescent Way, Anaheim, CA 92801

3. This Amendment is effective upon execution. Any dates set forth in the original Contract and/or prior Amendment(s) shall be deemed updated/revised, if necessary, to be compatible with this Amendment. All other terms and conditions of the original Contract and/or prior Amendment(s) shall remain the same.

ANAHEIM UNION HIGH
SCHOOL DISTRICT

BIG BROTHERS BIG SISTERS OF
ORANGE COUNTY

By: _____
Jaron Fried
Assistant Superintendent, Education
Date: 10/16/20

By: 
Laura Corona-Marcum
VP of Programs
Date: September 1, 2020

**CHAPMAN UNIVERSITY
ATTALLAH COLLEGE OF EDUCATIONAL STUDIES
EPRIZE 2 PROJECT
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (the “MOU”) is by and between Chapman University, a California non-profit public benefit corporation (the “University”), and ANAHEIM UNION HIGH SCHOOL DISTRICT (the “Grantee”) located at 501 CRESCENT WAY, ANAHEIM, CA 92801.

1. NATURE AND PLACE(S) OF WORK

- 1.1 Grantee shall perform the work described in the **Project Implementation Plan** attached hereto as Exhibit A.
- 1.2 Report(s): Grantee shall provide one or more reports as described as follows: **Three Quarterly Reports (Q1 due Nov. 15, 2020; Q2 due Feb. 15, 2021; Q3 due May 15, 2021) and one Final Report due August 31, 2021.**
- 1.3 Grantee shall perform the services at:
- Grantee’s Facilities
- University Premises: **None**
- The use of cigarettes, e-cigarettes, cigars, water pipes, pipes, hookahs or any other combustible or smoke-generating products or devices is prohibited in University buildings and on University’s campus, including all outdoor areas of the campus.*
- Other: **None**

2. TERM OF MOU

- 2.1 The period or schedule of performance for this MOU shall be from the date of last signature through September 30, 2021.

- 3. TERMINATION.** Each party may terminate this MOU at any time upon thirty (30) days’ prior written notice. In addition, in the event that either Party shall be in default of any of its obligations under this MOU and shall fail to remedy such default within thirty (30) days after written notice thereof, the Party not in default shall have the option of terminating the agreement by giving written notice of termination with an immediate effect to the defaulting Party. Upon termination or expiration of the MOU, any provisions that are intended to continue and survive (including but not limited to indemnity and dispute resolution) shall survive expiration or termination of this MOU. Upon early termination of this MOU, Grantee shall refund all payments made by University at the time of such termination that have not been reasonably expended by Grantee, subject to the maximum amount specified in Section 3. Grantee shall pay University for such payments within 30 days of receipt of the request for payment.
- 4. AWARD PAYMENT.** University shall pay **\$50,000.00** to Grantee for work performed in connection with this MOU according to the fee schedule attached as Exhibit B. First payment shall be made within thirty days of the full execution of this MOU and delivery to University of a fully completed IRS Form W-9 of Grantee.
- 5. REPORTING.** In performing services hereunder, Grantee shall report to Dr. Roxanne Greitz Miller, Interim Dean, Attallah College of Educational Studies.

6. **NOTIFICATION.** Any written notification required hereunder shall be personally served or mailed by U.S. mail, return receipt requested, to the following:

For **University:**

Chapman University
 One University Drive
 Orange, California 92866
 Attn: Executive Vice President & Chief
 Operating Officer

For **Grantee:**

ANAHEIM UNION HIGH SCHOOL DISTRICT
 501 CRESCENT WAY
 ANAHEIM, CA 92801
 Attn: SCOTT REINDL – EMAIL:
 REINDL_S@AUHSD.US

7. **TAXES.** The award payment stated in Section 3 includes all applicable taxes and will not be changed hereafter as the result of Grantee's failure to include any applicable tax, or as the result of any change in Grantee's tax liability.
8. **ASSIGNMENT OR SUBCONTRACTING.** Grantee may not assign or transfer this MOU or any interest herein or claim hereunder, or subcontract any portion of the work hereunder, without the prior written approval of University. If University consents to such assignment or transfer, the terms and conditions of this MOU shall be binding upon any assignee or transferee.
9. **PATENTS.** Whenever any invention or discovery is made or conceived by Grantee in the course of or in connection with this MOU, Grantee shall promptly furnish University complete information with respect thereto and University shall have the sole power to determine whether and where a patent application shall be filed and to determine the disposition of title to and all rights under any application or patent that may result. Grantee will, at University's expense, execute all documents and do all things necessary or proper with respect to such patent applications. Grantee is specifically subject to an obligation to assign all right, title and interest in any such patent rights to University as well as all right, title and interest in tangible research products embodying such inventions whether the inventions are patentable or not.
10. **COPYRIGHT, NAME, AND TRADEMARKS.** University shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material delivered under this MOU. Grantee warrants that all creators of copyrightable material delivered under this MOU to University are, at the time of the material's creation, bona fide employees or subcontractors of Grantee, and that such creation is within the course and scope of the creator's employment. Contractor/Consultant shall not use University's name, an abbreviation of University's name, trade names and/or trademarks of University (*i.e.*, logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place University's name, an abbreviation thereof, trade names and/or trademarks of University or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without University's prior written approval.
11. **CONSULTANT/CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS**
- 11.1 Except for University's gross negligence or willful misconduct, Grantee shall indemnify, protect, defend and hold harmless University, its trustees, officers, employees, students, volunteers and agents from and against any and all claims, damages, judgments, attorney's fees, costs, and expenses arising out of, involving, or in connection with this MOU or the acts or omissions of Grantee, its officers, agents, employees, guests, or invitees.

University and followed by a written communication within thirty (30) days that said information shall be considered Confidential Information. This non-disclosure provision shall not apply to information:

(1) which the Grantee can demonstrate by written records was known to him or her prior to the effective date of this MOU; (2) is currently in, or in the future enters, the public domain other than through a breach of this MOU or through other acts or omissions of Grantee; or (3) is obtained lawfully from a third party.

16. **NON-WAIVER.** Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or non-enforcement of any other term or condition or of any subsequent breach of the same or similar term or condition.
17. **NO THIRD-PARTY RIGHTS.** Nothing in this MOU is intended to make any person or entity who is not a signatory to the MOU a third-party beneficiary of any right created by this MOU or by operation of law.
18. **TIME IS OF THE ESSENCE.** Time is of the essence in this MOU.
19. **INDEPENDENT CONTRACTOR.** Grantee, in the performance of this MOU, shall act in the capacity of an independent contractor and not as an employee or agent of University. Grantee agrees that nothing in this MOU shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. As such, the parties will each be responsible for their own negligence. Grantee shall not become an employee of University by acting under this MOU, and Grantee shall be responsible for the payment of any taxes, social security, or other contributions owing from the above compensation.
20. **DISPUTE RESOLUTION.** Any dispute, claim or controversy arising out of or relating to this MOU or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Orange County, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (Comprehensive Arbitration Rules & Procedures). Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
21. **FORCE MAJEURE.** No Party to this MOU shall be responsible for any delays or failure to perform any obligation under this MOU due to acts of God, strikes, or other disturbances, including without limitation war, insurrection, acts of terrorism, pandemics, governmental restrictions, acts of governments or governmental authorities, or any other cause beyond the reasonable control of such Party. The obligations and rights of the Party excused from performance under any of these circumstances shall be suspended during an event of force majeure. In the event the force majeure event continues for a period in excess of thirty (30) days, either Party shall have the right to terminate this MOU upon ten (10) days' prior written notice to the other Party.
22. **ATTORNEY'S FEES.** In any action brought by a party to enforce the terms of this MOU, the prevailing party shall be entitled to reasonable attorney's fees and costs. The prevailing party shall be entitled to the reasonable value of any services provided to it by counsel.
23. **ENTIRE AGREEMENT.** This MOU contains the entire agreement between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein. Any amendment to this MOU must be made, in writing, and approved by each party's authorized representative.
24. **APPLICABLE LAW.** This MOU shall be governed by the laws of the state of California. Any controversy or claim arising from or relating to this MOU shall be initiated and adjudicated in Orange County, California.

This MOU may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the parties may execute this MOU via telefacsimile or electronic mail transmission. A true and correct copy of the MOU, as executed by the parties, may be used in lieu of an original for all purposes permitted by law. This MOU shall become effective when all parties have signed it. The date of this MOU shall be the date this MOU is signed by the last party to sign it (as indicated by the date associated with that party's signature).

CHAPMAN UNIVERSITY

GRANTEE

By: _____

Harold W. Hewitt, Jr.

Its: EVP/COO

Date: _____

By: _____

Jaron Fried

Its: Assistant Superintendent

Date: _____

GRANTEE'S INSURANCE REQUIREMENTS

If insurance is required, Grantee, at its sole cost and expense, shall insure its activities in connection with the work under this MOU and obtain, keep in force, and maintain insurance as follows:

1. YES NO **Commercial Form General Liability Insurance**, written on an occurrence form and maintained throughout the term of this MOU, contractual liability included, with limits as follows:
 - 1.1 \$1,000,000 Each Occurrence
 - 1.2 \$1,000,000 Products/Completed Operations Aggregate
 - 1.3 \$1,000,000 Personal and Advertising Injury
 - 1.4 \$2,000,000 General Aggregate
2. YES NO **Business Automobile Liability Insurance** for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence.
3. YES NO If this MOU involves professional services by a licensed professional, **Professional Liability Insurance** with a limit of \$1,000,000 per occurrence is required. If this insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this MOU.
4. YES NO **Workers' Compensation Insurance** as required by the state of California. Employer's liability with limits of \$1,000,000 for bodily injury each accident, by disease; \$1,000,000 for bodily injury policy limit; \$1,000,000 for bodily injury each employee.

It should be expressly understood, however, that the coverage limits reflected herein shall in no way limit Grantee's liability. If the coverage limits of Grantee's insurance policies exceed those set forth above as evidenced by a Certificate of Insurance ("**COI**"), then these requirements shall be deemed amended to increase the coverage limits identified above to the higher coverage limits of Grantee's policies. Grantee shall furnish University with COI(s) evincing compliance with these requirements prior to commencing work under this MOU. Such COI(s) shall:

- (1) Specify that should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Notwithstanding the above, Grantee shall notify University thirty (30) days in advance of any material change in coverage or cancellation of coverage.
- (2) By endorsement reflect "Chapman University, its trustees, officers, employees, faculty, and agents as an additional insured as their interest may appear with regard to the activity and/or operations under this MOU."
- (3) Include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by University.

It should be further understood that the provisions under (2) and (3) above shall only apply in proportion to and to the extent of the negligent acts or omissions of Grantee, its officers, agents, or employees.

EXHIBIT A

PROJECT IMPLEMENTATION PLAN

Anaheim Union High School District Project Implementation Plan		
Target Date	Task	Responsible Individuals
Q1: Aug - Oct, Report due 11/15		
9/1/2020	Identify liaisons at CHOC and UCI Health for Thrively for Business Connections Projects	Responsible Individuals AUHSD, Thrively, CHOC, UCI Health
10/1/2020	Thrively Business Connections Projects identified, surveys and interviews for development of project complete	Thrively, CHOC, UCI Health
9/1/2020 - 10/31/2020	Volunteer Recruitment at CHOC Begins for Big Brothers Big Sisters Workplace Mentoring Program	BBBS, CHOC
9/1/2020	AUHSD AIME Team Meeting with CHOC and/or UCI Health to Develop Career Exploration Mentoring Series	AUHSD, CHOC, UCI Health
10/1/2020-10/31/2021	AIME Career Exploration Series	AUHSD, CHOC, UCI Health
10/30/2020	BBBS Workplace Mentoring Program Begins	BBBS, CHOC
<i>Target Date</i>	<i>Task</i>	<i>Responsible Individuals</i>
9/1/2020	Social-Emotional Support Strategies Identified to Support Students (in-class lessons, interventions, etc.)	AUHSD
10/1/2020	Developmental Assets Profile (DAP) Administered to Western High School career pathway students	AUHSD
10/30/2020	Supports provided to students identified as needing support from DAP	AUHSD
10/1/2020-10/31/2021	Social-Emotional Support Lessons Delivered to Western High School career pathway students (1 per month)	AUHSD
10/30/2020	Social-Emotional Support Provided through BBBS Workplace Mentoring Program (begins)	BBBS / CHOC
Q2: Nov-Jan, Report due 2/15		
<i>Target Date</i>	<i>Task</i>	<i>Responsible Individuals</i>
11/1/20-1/31/2021	BBBS Workplace Mentoring Program (continues)	BBBS, CHOC
11/1/2020 - 1/31/2021	AIME Career Exploration Series (continues)	AUHSD, CHOC, UCI Health
12/1/2020	Thrively Business Connections Projects from CHOC and UCI Health Ready for Classroom Integration	Thrively
<i>Target Date</i>	<i>Task</i>	<i>Responsible Individuals</i>
11/1/2020-1/31/2021	Social-Emotional Support Lessons Delivered to Western High School career pathway students (1 per month)	AUHSD
11/1/2020-1/31/2021	Social-Emotional Support Provided through BBBS Workplace Mentoring Program	BBBS / CHOC
Q3: Feb - Apr, Report due 5/15		
<i>Target Date</i>	<i>Task</i>	<i>Responsible Individuals</i>
2/1/2021-4/30/2021	BBBS Workplace Mentoring Program (continues)	BBBS, CHOC
2/1/2021-2/28/2021	AIME Career Exploration Series (continues)	AUHSD, CHOC, UCI Health
2/1/2021	Thrively Business Connections Projects Piloted in Classroom (Orangeview JHS / Western HS)	AUHSD
2/1/2021	AIME Summer Internship Program Development with CHOC and/or UCI Health (positions identified, onboarding requirements established)	AUHSD, CHOC, UCI Health
4/1/2021	AIME Student Intern Recruitment Complete	AUHSD
<i>Target Date</i>	<i>Task</i>	<i>Responsible Individuals</i>
2/1/2021-4/30/2021	Social-Emotional Support Lessons Delivered to Western High School career pathway students (1 per month)	AUHSD
2/1/2021-4/30/2021	Social-Emotional Support Provided through BBBS Workplace Mentoring Program	BBBS / CHOC
<i>Target Date</i>	<i>Task</i>	<i>Responsible Individuals</i>
2/1/2021	Advisory Meeting Launch to Develop Healthcare Workforce Support Model	AUHSD/CHOC/UCI Health/Cypress College
2/1/2021-4/30/2021	Additional Meetings as Needed to Develop Healthcare Education Workforce Support Model	AUHSD/CHOC/UCI Health/Cypress College
Q4: May-Jul, Report due 8/15		
<i>Target Date</i>	<i>Task</i>	<i>Responsible Individuals</i>
5/1/2021-5/27/2021	BBBS Workplace Mentoring Program (continues)	BBBS, CHOC
6/1/2021	AIME Summer Internship Program Launches	AUHSD, CHOC, UCI Health
7/31/2021	Develop a fundraising plan to encourage employers to provide funding for work-based learning projects on Thrively platform, as well as mentoring and internship opportunities	AUHSD
7/31/2021	Conduct summer of AIME partners to evaluate quality and identify areas of improvement	AUHSD, partners
7/31/2021	Collect data on pathway enrollment, continuation, and completion to measure success	AUHSD
7/31/2021	Work with BBBSOC to develop an Impact Report and collateral to fund and expand this program model with more corporate partners.	AUHSD, BBBS
<i>Target Date</i>	<i>Task</i>	<i>Responsible Individuals</i>
5/1/2021-5/27/2021	Social-Emotional Support Lessons Delivered to Western High School career pathway students (1 per month) Social-Emotional Support	AUHSD
5/1/2021-7/1/2021	Provided through BBBS Workplace Mentoring Program	BBBS / CHOC
5/1/2021	Developmental Assets Profile (DAP) Administered to Western High School career pathway students (to measure growth)	AUHSD
<i>Target Date</i>	<i>Task</i>	<i>Responsible Individuals</i>
5/27/2021	Recommendations from Advisory Meetings Documented and Shared with Stakeholders	AUHSD/CHOC/UCI Health/Cypress College

**EXHIBIT B
FEE SCHEDULE**

As stated in the Request for Proposals, the Fee Schedule is as follows:

- One-half (1/2) of award amount payable upon execution and final approval of the MOU;
- One-half (1/2) of the award amount payable upon review and acceptance of the Final Report.

Total payable amount to awardee: **\$50,000.00.**

Payment shall be made within thirty days of the full execution of this MOU and delivery to University of a fully completed IRS Form W-9 of Grantee.

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ANAHEIM UNION HIGH SCHOOL DISTRICT

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ **LOCAL GOVT AGENCY**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) **3**
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
501 CRESCENT WAY

6 City, state, and ZIP code
ANAHEIM CA 92801

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

9	5	-	6	0	0	0	1	2	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Karen Orr* Date ▶ *8-20-19*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

MAIL DOCUMENT

Certificate of Insurance Delivery by **ecertsonline**™

Chapman University
Attn: Executive Vice President &
Chief Operating Officer
One University Drive
Orange CA 92866

Sender: Atzimba Morales

Phone: 800-654-8102

Subject: Cert No. 57308066 - Certificate of Coverage:
Anaheim Union High School District - Chapman
University

Date: 8/28/2020

No. of Pages: 4

URL: www.keenan.com

This document was created by eCertsONLINE.

The attached document(s) contain certification of insurance coverage for the insured named in the subject above. Your company is listed as the organization requesting receipt of these documents.

If this document is sent via e-mail, you must click on the attached PDF document. The document is in a pdf format, and you must have Adobe Acrobat Reader installed on your system. To download the Adobe Reader for free, visit www.Adobe.com.

If you have any questions regarding the content of this message, you should contact the Producer/ Agency listed on the attached/linked documents.

Southern California ReLiEF
Protected Insurance Program for Schools

CERTIFICATE OF COVERAGE

Issue Date

8/28/2020

ADMINISTRATOR: LICENSE # 0451271
Keenan & Associates
901 Calle Amanecer, #200
San Clemente, CA 92673
800-654-8102
www.keenan.com

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

COVERED PARTY:
Anaheim Union High School District
PO Box 3520
501 Crescent Way
Anaheim CA 92803

ENTITIES AFFORDING COVERAGE:
ENTITY A: Southern California ReLiEF
ENTITY B: Protected Insurance Program for Schools
ENTITY C:
ENTITY D:
ENTITY E:

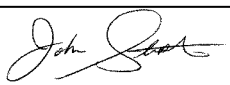
THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY [<input checked="" type="checkbox"/>] GENERAL LIABILITY [<input type="checkbox"/>] CLAIMS MADE [<input checked="" type="checkbox"/>] OCCURRENCE [<input checked="" type="checkbox"/>] GOVERNMENT CODES [<input checked="" type="checkbox"/>] ERRORS & OMISSIONS [<input type="checkbox"/>]	SCR01713-05	7/1/2020 7/1/2021	\$ 50,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY [<input checked="" type="checkbox"/>] ANY AUTO [<input checked="" type="checkbox"/>] HIRED AUTO [<input checked="" type="checkbox"/>] NON-OWNED AUTO [<input checked="" type="checkbox"/>] GARAGE LIABILITY [<input checked="" type="checkbox"/>] AUTO PHYSICAL DAMAGE	SCR01713-05	7/1/2020 7/1/2021	\$ 50,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY [<input checked="" type="checkbox"/>] ALL RISK [<input checked="" type="checkbox"/>] EXCLUDES EARTHQUAKE & FLOOD [<input type="checkbox"/>] BUILDER'S RISK	SCR01713-05	7/1/2020 7/1/2021	\$ 25,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	SCR01713-05	7/1/2020 7/1/2021	\$ 50,000	\$ Included EACH OCCURRENCE
B	WORKERS COMPENSATION [<input checked="" type="checkbox"/>] EMPLOYERS' LIABILITY	PIPS00133-17	7/1/2020 7/1/2021	\$	[<input type="checkbox"/>] WC STATUTORY LIMITS [<input checked="" type="checkbox"/>] OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [<input type="checkbox"/>] EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
As respects to the Chapman University Attallah College of Educational Studies Eprize 2 Project Memorandum of Understanding.
\$2,000,000 annual aggregate, as required by contract.

CERTIFICATE HOLDER:
Chapman University
Attn: Executive Vice President &
Chief Operating Officer
One University Drive
Orange CA 92866

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS


John Stephens
AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ENDORSEMENT

ADDITIONAL COVERED PARTY

<p>COVERED PARTY Anaheim Union High School District</p>	<p>COVERAGE DOCUMENT SCR01713-05</p>	<p>ADMINISTRATOR Keenan & Associates</p>
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Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under “as respects” below.

Additional Covered Party:

Chapman University
Attn: Executive Vice President &
Chief Operating Officer
One University Drive
Orange CA 92866

As Respects:

As respects to the Chapman University Attallah College of Educational Studies Eprize 2 Project Memorandum of Understanding. \$2,000,000 annual aggregate, as required by contract.

Chapman University, its trustees, officers, employees, faculty, and agents are named as Additional Covered Parties.



Authorized Representative

ADDENDUM TO THE ANAHEIM UNION HIGH SCHOOL DISTRICT AGREEMENT

THIS ADDENDUM TO AGREEMENT ("ADDENDUM") is made as of October 15, 2020, between the Anaheim Union High School District (hereinafter "DISTRICT") and Bloom Software, dba Thrively (hereinafter "CONTRACTOR"), collectively referred to as the "Parties". By affixing signatures to this ADDENDUM, AUHSD and CONTRACTOR agree that the terms and conditions of this ADDENDUM are fully incorporated into the Anaheim Union High School District Agreement dated June 19, 2020 (hereinafter "AGREEMENT") signed by the Parties'. To the extent that any language in this ADDENDUM conflicts with the Agreement, the Parties agree that the language in the ADDENDUM is controlling.

Appendix A of the AGREEMENT is amended to read as follows:

In addition to the services provided by Provider listed in Appendix A of the AGREEMENT, Provider shall provide:

Work Requirements

Thrively will be responsible for performing tasks throughout various stages of this project. These are the services that Thrively will provide across the five pilot sites (Anaheim HS, Cambridge Virtual Academy, Kennedy HS, Magnolia HS, and Savanna HS):

Content Creation:

- Develop five custom Business Connections Projects (one Project per site, aligned to the site-specific Exclusive Pathways, in collaboration with five local industry partners).
 - Meet with the site and district-level leadership to identify industry partners and project areas that would be most effective.
 - Meet with local business partners to provide context and understanding around Project Based Learning (PBL) methodology and the Thrively Project Tool.
 - Guide partners in evaluating existing challenges within their business or industry that can be scoped into a case study project.
 - Develop the project architecture, gather relevant and authentic resources, and connect the case studies to real learning outcomes, inclusive of educational standards set forth by the State of California and the US Department of Education.
 - Work in collaboration with the industry partner to validate and review the process and outcomes of the Project.
- Develop five custom Playlists, aligned to the skill development and career exposure needs of each of the five Exclusive Pathways.

- EXHIBIT HHH
- Curate specific Thrively Pathways that best align with each school's area of focus.
 - Develop additional Pathways, as needed, to cover emerging fields/industries that best represent in-demand opportunities within the business sector, emphasizing the focus on the local Orange County job ecosystem.
 - Curate Thrively skill development Lessons around the specific work-readiness and employability skills that are required for each of the Exclusive Pathways.
 - Develop additional skill development Lessons, in consultation with the local industry partners, to support the essential skills necessary in their field.
- Develop fully articulated Goals for students who engage in the Business Connections Projects, correlated to the Exclusive Pathway as well as AUHSD's 5Cs.
 - Collaborate with AUHSD educators and local business partners to build detailed action plans, complete with supporting rubrics around promoting the development of core skills that are particularly relevant to that Pathway.

Professional Development:

General Training

- Two 1.5-hour introductions to the Thrively platform for district educators from any of the sites who have not yet experienced the platform firsthand.

Individual Pilot Sites

- One 2-hour, site-specific introduction to each of the Exclusive Pathway programs, including understanding how best to deliver the Playlists as well as how best to facilitate the Business Connections Projects.
- Two 1-hour "office hour" sessions, one for faculty members engaged in delivering the Projects and one for students/parents who are engaging in or supporting the learning.
- One 2-hour Project decompression meeting to download the student artifacts and prepare for the final pitches to local business partners.

Program Implementation:

- Create a custom implementation plan in consultation with AUHSD district staff and each site's leadership/implementation team
- Develop a clear understanding of each site's program delivery team and curricular needs
- As-needed coaching and micro professional development over Meet
- Monthly meetings with AUHSD district staff to ensure consistent communication, support, and completion of work requirements

- EXHIBIT HHH
- Strategic evaluation of ways to improve the program into year 2, specifically targeted to identify success and needs for improvement and plan for effective expansion of this collaboration across the entire district
 - All technical support

Additional Program Costs:

District agrees to pay the Provider an additional \$41,500 for Services listed above satisfactorily rendered pursuant to this Agreement for a total fee not to exceed \$116,500.00 per year.

IN WITNESS WHEREOF, the parties hereto have caused this ADDENDUM to the Technology Services Agreement to be executed.

THRIVELY

Jeff McConaghy

Chief Educational Officer

By

Title



September 25, 2020

Authorized Signature

Date

ANAHEIM UNION HIGH SCHOOL DISTRICT

Dr. Jaron Fried

Assistant Superintendent, Ed. Division

By

Title

10/16/20

Authorized Signature

Date

CALIFORNIA STUDENT DATA PRIVACY
AGREEMENT Version 2.0 (September 26, 2018)

School District/Local Education Agency:

Anaheim Union High School District

AND

Provider:

Vital Link Education-Business Consortium

Date:

September 20, 2020

This California Student Data Privacy Agreement (“DPA”) is entered into by and between the
 Anaheim Union High School District

(hereinafter referred to as “LEA”) and **Vital Link Education-Business**
 (hereinafter referred to as “Provider”) on The Parties agree to:
 the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) pursuant to a contract dated (“Service Agreement”); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider’s Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act (“SOPIPA”) found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the “General Offer of Privacy Terms” (Exhibit “E”), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit “A” hereto:
3. **Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit “B”.
4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA’s request for Student Data in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit “A”, Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance**. LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Annual Notification of Rights**. If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.
3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.
2. **Authorized Use**. The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.
3. **Employee Obligation**. Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
4. **No Disclosure**. De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to

attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a “Request for Return or Deletion of Student Data” form, a copy of which is attached hereto as Exhibit “D”. Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.
 - a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA’s request to transfer data to a separate account, pursuant to Article II, section 3, above.
 - b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.
6. **Advertising Prohibition.** Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

- a. Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.
- b. Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.
- c. Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- d. Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. Security Technology.** When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
- f. Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.
- g. Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

monitoring and assessments of Subprocessors to determine their compliance with this Article.

- h. Periodic Risk Assessment.** Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. Data Breach. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

- a. The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
- b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c. At LEA’s discretion, the security breach notification may also include any of the following:
 - i. Information about what the agency has done to protect individuals whose information has been breached.
 - ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d. Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

- e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.
- g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term**. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. .
2. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.
3. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.
4. **Priority of Agreements**. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
5. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: Brad Minami
Title: Director of Purchasing and Central Services

Contact Information:
minami_b@auhsd.us
714-999-3602
501 Crescent Way, Anaheim, CA 92801

The designated representative for the Provider for this Agreement is:

Name: Brian Dozer
Title: President

Contact Information:
15401 Red Hill Avenue
Suite F
Tustin, CA 92780

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: _____
Title: _____

Contact Information:
Brian Dozer

6. Entire Agreement. This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and

either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
8. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority**. Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.
10. **Waiver**. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
11. **Successors Bound**. This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: Vital Link Education-Business

BY:  Date: September 20, 2020

Printed Name: Brian Dozer Title/Position: President

Local Education Agency: Anaheim Union High

BY: _____ Date: _____

Printed Name: Brad Minami Title/Position: Director of Purchasing and Central Services

Note: Electronic signature not permitted.

EXHIBIT "A"

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

EXHIBIT “B”

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	
	Other application technology meta data- Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	X

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information- Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information- Please specify:	
Parent/Guardian Contact Information	Address	X
	Email	X
	Phone	X

Parent/ Guardian ID	Parent ID number (created to link parents to students)	
Parent/ Guardian Name	First and/or Last	X
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts /health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/ foster care)	
	Other indicator information- Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID	

	number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	X
Student In App Performance	Program/appli- cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	X
Student work	Student generated content; writing, pictures etc. Other student	

	work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

No Student Data Collected at this time _____.
 *Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

EXHIBIT “C”

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information (“PII”) from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology (“NIST”) Special Publication Digital Authentication Guideline.

Operator: The term “Operator” means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term “Operator” is replaced by the term “Provider.” This term shall encompass the term “Third Party,” as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider’s software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students’ parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

Pupil Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

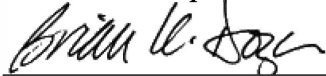
DIRECTIVE FOR DISPOSITION OF DATA

Anaheim Union High directs Vital Link Edu to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

<p><u>Extent of Disposition</u></p> <p>Disposition shall be:</p>	<p><input type="checkbox"/> Partial. The categories of data to be disposed of are as follows:</p> <p><input checked="" type="checkbox"/> Complete. Disposition extends to all categories of data.</p>
<p><u>Nature of Disposition</u></p> <p>Disposition shall be by:</p>	<p><input type="checkbox"/> Destruction or deletion of data.</p> <p><input checked="" type="checkbox"/> Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.</p>
<p><u>Timing of Disposition</u></p> <p>Data shall be disposed of by the following date:</p>	<p><input type="checkbox"/> As soon as commercially practicable</p> <p><input checked="" type="checkbox"/> By (Insert Date) June 2020</p> <p>15 days after transfer confirmed by AUHSD CTO</p>

/ Erik Greenwood, CTO

Authorized Representative of LEA



Date

September 20, 2020

Verification of Disposition of Data

by Authorized Representative of Provider


Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and _____ and which is dated _____ to any other LEA ("Subscribing LEA") who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Vital Link Education-Business Consort
BY:  Date: September 20, 2020
Printed Name: Brian Dozer Title/Position: President

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA:
BY: _____ Date: _____
Printed Name: _____ Title/Position: _____

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: Brian Dozer
Title: President
Email Address: brian@vitallinkoc.org

EXHIBIT "F" DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

Transfer of data instructions will be provided by AUHSD CTO upon termination of services.

Memorandum of Understanding Between
 Anaheim Union High School District
 And
 Capistrano Unified School District
 2020-2021

It is hereby agreed by and between the Anaheim Union High School District (hereinafter referred to as the "Provider District") and the Capistrano Unified School District (hereafter referred to as the "Sending District,") and collectively referred to herein as the "Parties," mutually agree as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. The Provider District operates the Regional and Specialized Programs to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2020 and ending June 30, 2021.

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).

4. Scope of Program and Referral Process to GASELPA

The Provider District shall conduct special education programs and services for those eligible pupils of the Sending District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by the Provider District. Prior to offering placement in any Provider District Program, the Sending District shall contact the appropriate Provider District Program Specialist and/or Provider District Director to discuss a possible referral and the appropriateness of the Provider District Program placement. If the referral seems appropriate, the Sending District shall obtain from the parent authorization to release information to the Provider District staff and submit a Provider

Provider District referral packets can be obtained by contacting the Provider District Director and/or Program Specialists of the Provider District where the Program is located.

Upon review of the referral packet and site visit by parent, the Provider District Program Specialist and/or representative will coordinate an IEP team meeting for purposes of discussing possible placement in a Provider District Program. Provider District shall maintain and provide special education programs for Sending District pupils during the 2020-2021 school year. Class size ranges and student-adult ratios shall be maintained in a manner which allows Provider District to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

The Sending District and Provider District acknowledge that the Sending District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in a Provider District Program moves out of the Sending District, the Sending District shall immediately provide the Provider District written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, the Provider District shall immediately notify Sending District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The Provider District shall be notified of annual reviews scheduled for its pupils participating in a Provider District Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for home instruction, or a change in eligibility or services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For all other pupils enrolled in a Provider District Program, the Sending District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education 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 the Provider District to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the Sending District upon request. When requested by Sending District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in Provider District Program is terminated.

7. Assessments/Independent Educational Evaluations

In the event a request is made for an Independent Educational Evaluation (IEE), Provider District and/or District Provider school site shall immediately forward such request to the Sending District, in collaboration with the Provider District, shall determine how to respond to the request for an IEE. If the Sending District receives a request for assessment or IEE for a student referred to or enrolled in a Provider District Program, the Sending District shall

to the request for an IEE. If the Sending District receives a request for assessment or IEE for a student referred to or enrolled in a Provider District Program, the Sending District shall immediately notify Provider District of the request and collaborate with Provider District as to how to respond. Provider and/or Sending District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

The Sending District is responsible for all matters related to the IEE including but not limited to the ultimate decision whether or not to grant the IEE, whether or not to file for a Due Process Hearing or other legal proceeding, and all costs related obtaining and conducting the IEE. The Provider District and Provider District school site are not responsible for any costs or legal proceeding such as a Due Process hearing and/or Attorney Fees related to the IEE.

8. Pupil Count

A count shall be taken of the number of pupils enrolled in GASELPA's Special Schools Program as of the first day of each calendar month, August through June. A pupil shall be counted as "enrolled" in a Provider District Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in a Provider District Program, whichever occurs sooner. Pupils continuing in a Provider District Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment. In the event either Provider District or Sending District are informed that a pupil has been withdrawn by the parent from a Provider District Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from a Provider District Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

9. Definitions

a. "Provider District Programs" are the special education classes and support services operated by Provider District for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by Provider District Programs under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of Provider District Programs.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program less Special Education Program Income divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

10. Funding

In consideration of the enrollment of pupils in special education programs conducted by Provider District, the Sending District and/or Sending District SELPA transferring pupils to the regional programs operated by Provider District agree to pay the Provider District the costs of services based on the schedule attached hereto as Exhibit A.

a. Special Circumstance Assistant (SCA). The Sending District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the Sending District.

11. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A Sending District representative who is authorized by the Sending District's Director of Special Education to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the Sending District or as otherwise agreed to by Provider District and the Sending District. In the event the pupil is hospitalized in a facility located outside of the Sending District, it is the Sending District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from Provider District Program in order for the Sending District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event the Provider District and the Sending District agree that the Provider District will provide in-home or hospital instruction to the pupil, the Provider District shall separately bill the Sending District for such services.

12. Transportation

Sending Districts transporting pupils to a Provider District Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District related to such delays.

13. Due Process and Complaints

Provider District and Sending District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in a Provider District Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event Provider District is named as the sole LEA in a due process complaint, Provider District and Sending District agree that Sending District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

a. Provider District and Sending District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

14. Quarterly Billing

The Provider District shall bill the Sending District quarterly invoices based on the estimated costs on Exhibit A.

15. Final Accounting

The final invoice will include the appropriate documentation supporting the Provider District expenditures and revenues for the Provider District Program. Final invoice will be sent to the Sending District by October 15th of the following fiscal year.

16. Projected Enrollment/Facilities and Staffing Needs

In order to assist the Provider District in planning for both facilities and staffing needs for its programs, each Sending District shall submit to, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the Provider District programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by the Provider District for the following school year.

17. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the United States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

Provider District:

School District: Anaheim Union High School District
 Address: 501 N. Crescent Way
 City: Anaheim, CA 92801
 Attn: Celeste Krueger
 Title: Director, Special Youth Services
 Telephone: 714-999-3528
 Fax: 714-999-0622

Sending District

School District: Capistrano Unified School District
 Address: 33122 Valle Road
 City: San Juan Capistrano, CA 92675
 Attn: Donald Mahoney
 Title: Assistant Superintendent, SELPA, Education and
 Support Services
 Telephone: 949-234-9270
 Fax: 949-240-9047

18. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

19. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, Provider District agrees to hold harmless, indemnify and defend the Sending District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Provider District, the Sending District agrees to hold harmless, indemnify and defend Provider District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

20. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

21. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

22. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

Anaheim Union High School District
Provider District

By: _____
Authorized Agent Signature

Jaron Fried, Asst. Superintendent-Education
Name/Title

Date

Date Approved by Provider
District Board: _____

Capistrano Unified School District
Sender District

By: _____
Authorized Agent Signature

Greg Merwin, Chief Academic Officer
Name/Title

August 20, 2020
Date

Date Approved by Sender
District Board: _____

cc: SELPA

Memorandum of Understanding Between
Anaheim Union High School District
And
Garden Grove Unified School District
2020-2021

It is hereby agreed by and between the Anaheim Union High School District (hereinafter referred to as the "Provider District") and the Garden Grove Unified School District (hereafter referred to as the "Sending District,") and collectively referred to herein as the "Parties," mutually agree as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. The Provider District operates the Regional and Specialized Programs to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning August 1, 2020, and ending June 30, 2021.

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).

4. Scope of Program and Referral Process to GASELPA

The Provider District shall conduct special education programs and services for those eligible pupils of the Sending District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by the Provider District. Prior to offering placement in any Provider District Program, the Sending District shall contact the appropriate Provider District Program Specialist and/or Provider District Director to discuss a possible referral and the appropriateness of the Provider District Program placement. If the referral seems appropriate, the Sending District shall obtain from the parent authorization to release information to the Provider District staff and submit a Provider District referral

packet to the appropriate Provider District Director as well as schedule a visitation with the parent. Provider District referral packets can be obtained by contacting the Provider District Director and/or Program Specialists of the Provider District where the Program is located.

Upon review of the referral packet and site visit by parent, the Provider District Program Specialist and/or representative will coordinate an IEP team meeting for purposes of discussing possible placement in a Provider District Program. Provider District shall maintain and provide special education programs for Sending District pupils during the 2020-2021 school year. Class size ranges and student-adult ratios shall be maintained in a manner which allows Provider District to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

The Sending District and Provider District acknowledge that the Sending District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in a Provider District Program moves out of the Sending District, the Sending District shall immediately provide the Provider District written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, the Provider District shall immediately notify Sending District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The Provider District shall be notified of annual reviews scheduled for its pupils participating in a Provider District Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for home instruction, or a change in eligibility or services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For all other pupils enrolled in a Provider District Program, the Sending District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

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7. Assessments/Independent Educational Evaluations

In the event a request is made for an Independent Educational Evaluation (IEE), Provider District and/or District Provider school site shall immediately forward such request to the Sending District, in collaboration with the Provider District, shall determine how to respond to the request for an IEE. If the Sending District receives a request for assessment or IEE for a

student referred to or enrolled in a Provider District Program, the Sending District shall immediately notify Provider District of the request and collaborate with Provider District as to how to respond. Provider and/or Sending District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

The Sending District is responsible for all matters related to the IEE including but not limited to the ultimate decision whether or not to grant the IEE, whether or not to file for a Due Process Hearing or other legal proceeding, and all costs related obtaining and conducting the IEE. The Provider District and Provider District school site are not responsible for any costs or legal proceeding such as a Due Process hearing and/or Attorney Fees related to the IEE.

8. Pupil Count

A count shall be taken of the number of pupils enrolled in GASELPA's Special Schools Program as of the first day of each calendar month, August through June. A pupil shall be counted as "enrolled" in a Provider District Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in a Provider District Program, whichever occurs sooner. Pupils continuing in a Provider District Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment. In the event either Provider District or Sending District are informed that a pupil has been withdrawn by the parent from a Provider District Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from a Provider District Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

9. Definitions

a. "Provider District Programs" are the special education classes and support services operated by Provider District for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by Provider District Programs under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of Provider District Programs.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program less Special Education Program Income divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

10. Funding

In consideration of the enrollment of pupils in special education programs conducted by Provider District, the Sending District and/or Sending District SELPA transferring pupils to the regional programs operated by Provider District agree to pay the Provider District the costs of services based on the schedule attached hereto as Exhibit A.

a. Special Circumstance Assistant (SCA). The Sending District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the Sending District.

11. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A Sending District representative who is authorized by the Sending District's Director of Special Education to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the Sending District or as otherwise agreed to by Provider District and the Sending District. In the event the pupil is hospitalized in a facility located outside of the Sending District, it is the Sending District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from Provider District Program in order for the Sending District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event the Provider District and the Sending District agree that the Provider District will provide in-home or hospital instruction to the pupil, the Provider District shall separately bill the Sending District for such services.

12. Transportation

Sending Districts transporting pupils to a Provider District Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District related to such delays.

13. Due Process and Complaints

Provider District and Sending District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in a Provider District

Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event Provider District is named as the sole LEA in a due process complaint, Provider District and Sending District agree that Sending District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

a. Provider District and Sending District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

14. Quarterly Billing

The Provider District shall bill the Sending District quarterly invoices based on the estimated costs on Exhibit A.

15. Final Accounting

The final invoice will include the appropriate documentation supporting the Provider District expenditures and revenues for the Provider District Program. Final invoice will be sent to the Sending District by October 15th of the following fiscal year.

16. Projected Enrollment/Facilities and Staffing Needs

In order to assist the Provider District in planning for both facilities and staffing needs for its programs, each Sending District shall submit to, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the Provider District programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by the Provider District for the following school year.

17. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the United States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

Provider District:

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

Attn: Celeste Krueger
 Title: Director, Special Youth Services
 Telephone: 714-999-3528
 Fax: 714-999-0622

Sending District

School District: Garden Grove Unified School District
 Address: 10331 Stanford Avenue
 City: Garden Grove, CA 92840
 Attn: Erin Lara
 Title: Director of Special Education
 Telephone: 714-663-6233
 Fax: _____

18. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

19. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, Provider District agrees to hold harmless, indemnify and defend the Sending District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Provider District, the Sending District agrees to hold harmless, indemnify and defend Provider District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

20. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

21. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

22. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

Anaheim Union High School District
Provider District

Garden Grove Unified School District
Sender District

By: _____
Authorized Agent Signature

By: 
Authorized Agent Signature

Jaron Fried, Assistant Superintendent
Name/Title

Rick Nakano, Assistant Superintendent
Name/Title

Date

7/31/2020
Date

Date Approved by Provider
Sender
District Board: _____

Date Approved by
District Board: July 21, 2020

cc: SELPA

Memorandum of Understanding Between
Anaheim Union High School District
And
Huntington Beach Union High School District
2019-2020

It is hereby agreed by and between the Anaheim Union High School District (hereinafter referred to as the "Provider District") and the Huntington Beach Union High School District (hereafter referred to as the "Sending District,") and collectively referred to herein as the "Parties," mutually agree as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. The Provider District operates the Regional and Specialized Programs to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning March 11, 2020, and ending June 30, 2020.

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).

4. Scope of Program and Referral Process to GASELPA

The Provider District shall conduct special education programs and services for those eligible pupils of the Sending District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by the Provider District. Prior to offering placement in any Provider District Program, the Sending District shall contact the appropriate Provider District Program Specialist and/or Provider District Director to discuss a possible referral and the appropriateness of the Provider District Program placement. If the referral seems appropriate, the Sending District shall obtain from the parent authorization to release information to the Provider District staff and submit a Provider District referral

packet to the appropriate Provider District Director as well as schedule a visitation with the parent. Provider District referral packets can be obtained by contacting the Provider District Director and/or Program Specialists of the Provider District where the Program is located.

Upon review of the referral packet and site visit by parent, the Provider District Program Specialist and/or representative will coordinate an IEP team meeting for purposes of discussing possible placement in a Provider District Program. Provider District shall maintain and provide special education programs for Sending District pupils during the 2019-2020 school year. Class size ranges and student-adult ratios shall be maintained in a manner which allows Provider District to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

The Sending District and Provider District acknowledge that the Sending District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in a Provider District Program moves out of the Sending District, the Sending District shall immediately provide the Provider District written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, the Provider District shall immediately notify Sending District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The Provider District shall be notified of annual reviews scheduled for its pupils participating in a Provider District Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for home instruction, or a change in eligibility or services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For all other pupils enrolled in a Provider District Program, the Sending District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education 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 the Provider District to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the Sending District upon request. When requested by Sending District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in Provider District Program is terminated.

7. Assessments/Independent Educational Evaluations

In the event a request is made for an Independent Educational Evaluation (IEE), Provider District and/or District Provider school site shall immediately forward such request to the Sending District, in collaboration with the Provider District, shall determine how to respond to the request for an IEE. If the Sending District receives a request for assessment or IEE for a

student referred to or enrolled in a Provider District Program, the Sending District shall immediately notify Provider District of the request and collaborate with Provider District as to how to respond. Provider and/or Sending District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

The Sending District is responsible for all matters related to the IEE including but not limited to the ultimate decision whether or not to grant the IEE, whether or not to file for a Due Process Hearing or other legal proceeding, and all costs related obtaining and conducting the IEE. The Provider District and Provider District school site are not responsible for any costs or legal proceeding such as a Due Process hearing and/or Attorney Fees related to the IEE.

8. Pupil Count

A count shall be taken of the number of pupils enrolled in GASELPA's Special Schools Program as of the first day of each calendar month, August through June. A pupil shall be counted as "enrolled" in a Provider District Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in a Provider District Program, whichever occurs sooner. Pupils continuing in a Provider District Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment. In the event either Provider District or Sending District are informed that a pupil has been withdrawn by the parent from a Provider District Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from a Provider District Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

9. Definitions

a. "Provider District Programs" are the special education classes and support services operated by Provider District for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by Provider District Programs under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of Provider District Programs.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program less Special Education Program Income divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

10. Funding

In consideration of the enrollment of pupils in special education programs conducted by Provider District, the Sending District and/or Sending District SELPA transferring pupils to the regional programs operated by Provider District agree to pay the Provider District the costs of services based on the schedule attached hereto as Exhibit A.

a. Special Circumstance Assistant (SCA). The Sending District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the Sending District.

11. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A Sending District representative who is authorized by the Sending District's Director of Special Education to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the Sending District or as otherwise agreed to by Provider District and the Sending District. In the event the pupil is hospitalized in a facility located outside of the Sending District, it is the Sending District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from Provider District Program in order for the Sending District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event the Provider District and the Sending District agree that the Provider District will provide in-home or hospital instruction to the pupil, the Provider District shall separately bill the Sending District for such services.

12. Transportation

Sending Districts transporting pupils to a Provider District Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District related to such delays.

13. Due Process and Complaints

Provider District and Sending District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in a Provider District

Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event Provider District is named as the sole LEA in a due process complaint, Provider District and Sending District agree that Sending District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

a. Provider District and Sending District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

14. Quarterly Billing

The Provider District shall bill the Sending District quarterly invoices based on the estimated costs on Exhibit A.

15. Final Accounting

The final invoice will include the appropriate documentation supporting the Provider District expenditures and revenues for the Provider District Program. Final invoice will be sent to the Sending District by October 15th of the following fiscal year.

16. Projected Enrollment/Facilities and Staffing Needs

In order to assist the Provider District in planning for both facilities and staffing needs for its programs, each Sending District shall submit to, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the Provider District programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by the Provider District for the following school year.

17. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the United States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

Provider District:

School District:	<u>Anaheim Union High School District</u>
Address:	<u>501 N. Crescent Way</u>
City:	<u>Anaheim, CA 92801</u>

Attn: Celeste Krueger
 Title: Director, Special Youth Services
 Telephone: 714-999-3528
 Fax: 714-999-0622

Sending District

School District: Huntington Beach Union High School District
 Address: 5832 Bolsa Avenue
 City: Huntington Beach, CA 92649
 Attn: Douglas W. Siembieda
 Title: Executive Director, Special Education
 Telephone: 714-903-7000 ext. 504410
 Fax: 714-372-8101

18. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

19. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, Provider District agrees to hold harmless, indemnify and defend the Sending District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Provider District, the Sending District agrees to hold harmless, indemnify and defend Provider District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

20. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

21. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

22. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

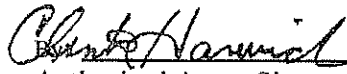
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

Anaheim Union High School District
Provider District

Huntington Beach Union High School District
Sender District

By: _____
Authorized Agent Signature


Authorized Agent Signature

Jaron Fried, Assistant Superintendent
Name/Title

Clint Harwick, Ed.D., Superintendent
Name/Title

Date

8-11-20
Date

Date Approved by Provider

Date Approved by Sender

District Board: _____

District Board: 08/11/2020

cc: SELPA



SALES CONTRACT

CONTRACT #43567

September 21, 2020

EXHIBIT MMM

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404 (USA)

CUSTOMER

Celeste Krueger
Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92801

SUBSCRIPTION INFO

Salesperson	Account #	Quote #	Upgrade Duration
Jared Mumley	A12-817005	817005-0920	Through November 25, 2022

SUMMARY

	Amount	Invoice Date
Installment 1	\$1,863.00	November 22, 2020
Installment 2	\$1,242.00	November 22, 2021
TOTAL	\$3,105.00	

Price valid until September 30, 2020

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

DATE

10/16/20



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at 1.650.372.4300.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
 - a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED. ~~EXHIBIT~~ **MMM**
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

**First Amendment to School Psychology Supervised Unpaid Practicum/ Internship
Fieldwork Agreement**

This First Amendment to School Psychology Supervised Unpaid Practicum/ Internship Fieldwork Agreement (this “**First Amendment**”) is made and entered into on September 17, 2020 (“**Effective Date**”) by and between Chapman University, a California non-profit public benefit corporation (“**University**”), and Anaheim Union High School District (hereinafter, “**District**”) (each, a “**Party**” and, collectively, the “**Parties**”), amending that certain *School Psychology Supervised Unpaid Practicum/ Internship Fieldwork Agreement* entered into by the Parties on January 1, 2020 (the “**Agreement**”).

The Parties amend the Agreement as follows:

Appendix A of the Agreement is hereby deleted in its entirety and replaced with the **Appendix A** attached hereto.

GENERAL PROVISIONS

All other terms and conditions of the Agreement shall remain unchanged, and except as expressly modified by this First Amendment, the Agreement shall remain in full force and effect. This First Amendment may be executed by the parties in counterparts, each of which shall constitute one and the same instrument. Further, the parties may execute this First Amendment via fax or electronic mail transmission. A true and correct copy of this First Amendment as executed by the parties, may be used in lieu of an original for all purposes permitted by law.

IN WITNESS WHEREOF, the undersigned parties have caused this First Amendment to be executed by their duly authorized representatives as of the Effective Date.

Chapman University

By: _____

Name: **Harold W. Hewitt, Jr.**

Its: **Executive Vice President & COO**

Date: _____

Anaheim Union High School District

By: _____

Name: Brad Jackson

Its: Assistant Superintendent, HR

Date: _____



CHAPMAN
UNIVERSITY
Orange, California 92866

SCHOOL PSYCHOLOGY SUPERVISED UNPAID PRACTICUM / INTERNSHIP FIELDWORK AGREEMENT

THIS AGREEMENT is made and entered into by and between Chapman University hereinafter called the "UNIVERSITY," and the Anaheim Union High School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.
- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.

- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX A regarding the FIELDWORK SITE'S supervision of UNIVERSITY students, as attached and incorporated by reference.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its trustees, agents, or employees.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its trustees, agents, and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. University and Fieldwork Site each agree to maintain insurance or a program of self insurance throughout the term of this Agreement as follows:
 - i. General liability coverage, written on an occurrence form, with limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, and
 - ii. Professional liability insurance written on a claims-made form or Occurrence form, with limits of One Million Dollars (\$1,000,000) per claim/occurrence and Two Million Dollars (\$2,000,000) in the aggregate. University shall provide coverage for students under school's professional liability policy or shall ensure that all students maintain individual professional liability insurance coverage with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in aggregate, and
 - iii. University and Fieldwork Site shall maintain statutory Workers' Compensation coverage on their respective employees working at Fieldwork Site pursuant to this Agreement. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK

SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training, and

iv. University and Fieldwork Site shall provide certificates of insurance evidencing all coverage described herein, naming the other party as a Certificate Holder with policy endorsements for Waiver of Subrogation against the other party and naming the other party as an Additional Insured. Such evidence will be provided on a basis consistent with the effective date of this Agreement and annually thereafter. Each party shall provide the other party with written notice at least thirty (30) days in advance of any material modification or cancellation of such coverage. With respect to individual policies of insurance maintained by students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

- G. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- H. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- I. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

SCHOOL DISTRICT INFORMATION:

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

UNIVERSITY CONTACT INFORMATION:

Attn: Harold Hewitt, VP & COO
Chapman University
One University Drive
Orange, CA 92866

- J. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- K. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- L. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- M. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.


N. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement. Further, the parties may execute this Agreement via fax or electronic mail transmission. A true and correct copy of this Agreement, as executed by the parties, may be used in lieu of an original for all purposes permitted by law.

IV. TERM AND TERMINATION OF AGREEMENT

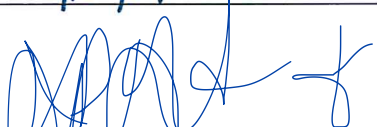
- A. THE TERM of this Agreement shall be effective January 1, 2020 and shall continue in full force and effect through July 31, 2025. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE:

Signature: 
Name: Brad Jackson
Title: Assistant Superintendent, Human Resources
Date: 9/12/19

UNIVERSITY:

Signature: 
Name: Harold W. Hewitt, Jr.
Title: Executive Vice President & COO
Date: 27 Sept 19

Appendix A

Specific Supervision Requirements

SPECIAL PROVISIONS - RATES and PAYMENTS

- a. \$10,000.00 stipend to Anaheim Union High School District designated team coordinating and supporting LPCC fieldwork students.
- b. As a designated LPCC training site, LPCC fieldwork students receive direct counseling opportunities with Anaheim Union High School District.
- c. Anaheim Union High School District provides coordination to ensure that the LPCC students could have an active caseload to meet their hours (many require at least 8-10 hours of direct counseling per week)-this may include individual and group counseling.
- d. Offer weekly supervision (The LPCC students will also have weekly supervision with a licensed supervisor from Chapman).

METHOD OF PAYMENT: Stipend is to be paid directly to the school district.

School Psychology Fieldwork:

- A. Provide an average of one 2 hours of individual or small group supervision per week from a school psychologist with at least three years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data-Based Decision Making
 - b. Consultation and Collaboration
 - c. Academic Interventions and Instructional Supports
 - d. Mental Health and Behavioral Health Services and Interventions
 - e. School-Wide Practices to Promote Learning
 - f. Services to Promote Safe and Supportive Schools
 - g. Family, School, and Community Collaboration
 - h. Equitable Practices for Diverse Student Populations
 - i. Research and Evidence-Based Practice
 - j. Legal, Ethical, and Professional Practice
- E. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least three years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- F. The FIELDWORK SITE shall ensure that the student receives an average of two hours of individual or group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- G. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- H. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling

and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

- I. Audio and/or video taping of selected psychology activities by the student for purposes of supervision shall be conducted by the FIELDWORK SITE or UNIVERSITY provided that all parties to be recorded have separately consented to such taping.

**ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2018/19 SALARY SCHEDULE**

Effective 7/1/18 - BOT Approved 10/10/19 - REVISED

EXHIBIT 000

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41	FOOD SERVICE ASSISTANT I	2,803.00 15.91	2,915.00 16.55	3,038.00 17.26	3,155.00 17.92	3,280.00 18.63	3,415.00 19.41	3,480.00 19.77	3,551.00 20.19	3,622.00 20.57	3,694.00 20.98	Monthly Hourly
48	AUDITORIUM OPERATIONS ASSISTANT CUSTODIAN EVENT/FACILITY ATTENDANT	3,403.00 19.33	3,537.00 20.10	3,666.00 20.84	3,819.00 21.70	3,963.00 22.53	4,126.00 23.45	4,189.00 23.79	4,288.00 24.36	4,368.00 24.82	4,441.00 25.25	Monthly Hourly
49	ATHLETIC FACILITIES WORKER I FOOD SERVICE ASSISTANT II GROUNDS MAINTENANCE WORKER	3,412.00 19.38	3,550.00 20.19	3,683.00 20.92	3,836.00 21.79	3,992.00 22.67	4,152.00 23.61	4,229.00 24.02	4,319.00 24.55	4,402.00 25.01	4,486.00 25.51	Monthly Hourly
50	FOOD SERVICE ASSISTANT III	3,547.00 20.15	3,685.00 20.94	3,820.00 21.71	3,975.00 22.58	4,128.00 23.47	4,291.00 24.38	4,368.00 24.82	4,457.00 25.33	4,539.00 25.77	4,625.00 26.28	Monthly Hourly
51	FOOD SERVICE ASSISTANT IV FOOD SERVICE PRODUCTION ASST	3,581.00 20.34	3,720.00 21.15	3,877.00 22.01	4,027.00 22.89	4,191.00 23.80	4,355.00 24.75	4,439.00 25.24	4,536.00 25.76	4,620.00 26.27	4,720.00 26.82	Monthly Hourly
52	ATHLETIC FACILITIES WORKER II FOOD SERVICE ASSISTANT III-BILLING SENIOR CUSTODIAN	3,607.00 20.49	3,764.00 21.40	3,905.00 22.19	4,051.00 23.02	4,229.00 24.02	4,398.00 24.99	4,485.00 25.50	4,567.00 25.95	4,663.00 26.51	4,759.00 27.05	Monthly Hourly
53A	WAREHOUSE WORKER-CENTRAL SERVICES WAREHOUSE WORKER-FOOD SERVICE	3,670.00 20.85	3,813.00 21.68	3,973.00 22.56	4,128.00 23.46	4,296.00 24.39	4,464.00 25.37	4,550.00 25.88	4,649.00 26.40	4,736.00 26.93	4,838.00 27.49	Monthly Hourly
53	EQUIPMENT OPERATOR TECHNOLOGY SERVICES ASSISTANT	3,764.00 21.40	3,907.20 22.20	4,064.00 23.09	4,227.00 24.00	4,400.00 25.00	4,577.00 26.00	4,663.00 26.51	4,759.00 27.05	4,850.00 27.57	4,950.00 28.13	Monthly Hourly
54	AUDITORIUM OPERATIONS TECHNICIAN MAINTENANCE SERVICE WORKER	3,856.00 22.25	4,006.00 23.11	4,167.00 24.04	4,334.00 25.00	4,510.00 26.02	4,690.00 27.06	4,779.00 27.57	4,877.00 28.13	4,973.00 28.68	5,075.00 29.28	Monthly Hourly
55	BUS DRIVER FOOD SERVICE SOUS CHEF INVENTORY CONTROL SPECIALIST SR EQUIPMENT OPERATOR	3,949.00 22.46	4,104.00 23.32	4,268.00 24.26	4,439.00 25.24	4,618.00 26.26	4,803.00 27.29	4,895.00 27.82	4,995.00 28.38	5,094.00 28.95	5,199.00 29.55	Monthly Hourly
B O T 1	HEAVY EQUIPMENT OPERATOR SR WAREHOUSE WORKER-CENT WHSE SR WAREHOUSE WORKER-FOOD SERV	4,051.00 23.37	4,206.00 24.27	4,376.00 25.24	4,550.00 26.25	4,733.00 27.31	4,921.00 28.39	5,020.00 28.97	5,122.00 29.55	5,224.00 30.14	5,330.00 30.75	Monthly Hourly

**ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2018/19 SALARY SCHEDULE**

Effective 7/1/18 - BOT Approved 10/10/19 - REVISED

EXHIBIT OOO

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
57	DRIVER INSTRUCTOR IRRIGATION SYSTEMS TECHNICIAN INTEGRATED PEST MANAGEMENT	4,151.00	4,308.00	4,483.00	4,661.00	4,847.00	5,039.00	5,144.00	5,249.00	5,353.00	5,459.00	Monthly
		23.61	24.47	25.49	26.50	27.56	28.63	29.22	29.84	30.42	31.03	Hourly
58	ATHLETIC FACILITIES TECHNICIAN MAINTENANCE GLAZIER MAINTENANCE PAINTER POOL MAINTENANCE TECHNICIAN TECHNOLOGY SERVICES TECHNICIAN	4,252.00	4,418.00	4,594.00	4,778.00	4,969.00	5,167.00	5,273.00	5,380.00	5,486.00	5,593.00	Monthly
		24.53	25.49	26.51	27.56	28.67	29.81	30.42	31.03	31.65	32.26	Hourly
59	ASSISTANT MECHANIC GRAPHIC ARTS TECHNICIAN MAINTENANCE LOCKSMITH OFFSET PRESS OPERATOR TRANSPORTATION DISPATCHER	4,352.00	4,528.00	4,705.00	4,894.00	5,091.00	5,295.00	5,400.00	5,509.00	5,619.00	5,728.00	Monthly
		24.74	25.73	26.73	27.81	28.94	30.08	30.69	31.30	31.94	32.55	Hourly
60	ELECTRONICS TECHNICIAN EQUIPMENT REPAIR MECHANIC MAINTENANCE CARPENTER MAINTENANCE FLOOR/PLASTER WORKER MAINTENANCE PLUMBER SHOP EQUIPMENT REPAIR TECHNICIAN	4,460.00	4,640.00	4,822.00	5,017.00	5,221.00	5,425.00	5,534.00	5,646.00	5,758.00	5,873.00	Monthly
		25.73	26.77	27.82	28.95	30.12	31.30	31.93	32.57	33.22	33.88	Hourly
61	AUDIO-VISUAL TECHNICIAN TRANSPORTATION OPERATIONS SPEC	4,567.00	4,751.00	4,939.00	5,140.00	5,350.00	5,555.00	5,668.00	5,782.00	5,897.00	6,018.00	Monthly
		25.95	27.01	28.06	29.19	30.40	31.57	32.19	32.86	33.51	34.19	Hourly
62A	FOOD SERVICE EQUIPMENT TECHNICIAN INSTRUMENT REPAIR TECHNICIAN MAINTENANCE ELECTRICIAN MAINTENANCE WELDER-FABRICATOR MECHANIC	4,681.00	4,870.00	5,062.00	5,269.00	5,483.00	5,693.00	5,810.00	5,927.00	6,045.00	6,168.00	Monthly
		26.60	27.69	28.76	29.92	31.17	32.37	33.00	33.68	34.34	35.04	Hourly
62		4,759.00	4,955.00	5,152.00	5,358.00	5,570.00	5,796.00	5,917.00	6,036.00	6,162.00	6,282.00	Monthly
		27.05	28.15	29.26	30.45	31.65	32.94	33.62	34.29	35.02	35.70	Hourly
63	GRAPHIC PRODUCTION SPECIALIST SR GRAPHIC ARTS TECHNICIAN	4,800.00	4,987.00	5,186.00	5,399.00	5,614.00	5,834.00	5,953.00	6,071.00	6,194.00	6,319.00	Monthly
		27.27	28.35	29.49	30.67	31.88	33.15	33.83	34.51	35.20	35.92	Hourly
64	HVAC ENERGY MAINT CONT SYS TECH (4/1/18)	4,921.00	5,118.00	5,323.00	5,535.00	5,756.00	5,986.00	6,105.00	6,228.00	6,352.00	6,479.00	Monthly
		28.39	29.52	30.70	31.93	33.20	34.52	35.22	35.93	36.65	37.38	Hourly

BOT

**ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2018/19 SALARY SCHEDULE**

Effective 7/1/18 - BOT Approved 10/10/19 - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly Hourly
67	NETWORK TECHNICIAN	5,290.00 30.05	5,501.00 31.25	5,718.00 32.50	5,951.00 33.81	6,186.00 35.15	6,433.00 36.56	6,563.00 37.29	6,696.00 38.04	6,825.00 38.79	6,966.00 39.57	Monthly Hourly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
 2% plus \$533 after ten (10) years of service with AUHSD
 4% plus \$1585 additional after fifteen (15) years of service with AUHSD
 7% plus \$2,918 additional after twenty (20) years of service with AUHSD
 10% plus \$3,807 additional after twenty-five (25) years of service with AUHSD
 12% plus \$3,807 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.
 Bilingual stipend and Nightwork differential: \$138.00
 Transportation Dispatch Stipend: \$280

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2019/2020 SALARY SCHEDULE**
Effective 7/1/19 - BOT Approved on 9/15/20

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
65	ART DESIGNER	5,067.00 28.77	5,270.00 29.90	5,481.00 31.10	5,700.00 32.37	5,926.00 33.68	6,166.00 34.99	6,288.00 35.71	6,414.00 36.40	6,543.00 37.14	6,673.00 37.90	Monthly Hourly
66	PROCUREMENT CONTRACT SPECIALIST	5,206.00	5,414.00	5,631.00	5,856.00	6,090.00	6,334.00	6,462.00	6,591.00	6,721.00	6,855.00	Monthly
68	INFORMATION SYSTEMS ANALYST	5,484.00	5,702.00	5,933.00	6,170.00	6,417.00	6,673.00	6,807.00	6,943.00	7,081.00	7,222.00	Monthly
75	NETWORK ANALYST PROGRAMMER ANALYST	6,460.00 36.71	6,713.00 38.15	6,988.00 39.70	7,267.00 41.30	7,559.00 42.95	7,860.00 44.65	8,013.00 45.51	8,173.00 46.43	8,340.00 47.40	8,506.00 48.34	Monthly Hourly
76	SYSTEMS ADMINISTRATOR	6,789.00 38.57	7,054.00 40.09	7,335.00 41.68	7,628.00 43.34	7,930.00 45.05	8,253.00 46.88	8,414.00 47.81	8,586.00 48.77	8,762.00 49.78	8,935.00 50.76	Monthly Hourly

Unit members will be eligible for long service recognition (longevity) upon the completion of ten (10) years of service in the Anaheim Union High School District under the following plan:

- Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
- 2% plus \$536 after ten (10) years of service with AUHSD
- 4% plus \$1593 additional after fifteen (15) years of service with AUHSD
- 7% plus \$2,933 additional after twenty (20) years of service with AUHSD
- 10% plus \$3,826 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$3,826 additional after thirty (30) years of service with AUHSD

Each longevity step stands on its own and is not cumulative nor compounded. Longevity: Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: \$139.00

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CONFIDENTIAL**

2018/2019 SALARY SCHEDULE

Effective 7/1/19 - BOT Approved on 9/15/2020

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
60	GF SR ADMINISTRATIVE ASSISTANT	4,590.00	4,775.00	4,964.00	5,166.00	5,377.00	5,583.00	5,696.00	5,812.00	5,926.00	6,047.00	Monthly
61		4,839.00	5,026.00	5,214.00	5,416.00	5,626.00	5,834.00	5,948.00	6,063.00	6,178.00	6,296.00	Monthly
63	EXECUTIVE ASSISTANT HUMAN RESOURCES ASSISTANT	5,090.00	5,281.00	5,483.00	5,693.00	5,908.00	6,133.00	6,250.00	6,372.00	6,494.00	6,618.00	Monthly
67	SENIOR EXECUTIVE ASSISTANT	5,583.00	5,794.00	6,015.00	6,247.00	6,486.00	6,732.00	6,861.00	6,997.00	7,129.00	7,269.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:

- 2% plus \$536 after ten (10) years of service with AUHSD
- 4% plus \$1593 additional after fifteen (15) years of service with AUHSD
- 7% plus \$2,933 additional after twenty (20) years of service with AUHSD
- 10% plus \$3,826 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$3,826 additional after thirty (30) years of service with AUHSD

**ANAHEIM UNION HIGH SCHOOL DISTRICT
MID-MANAGERS UNION
2020/2021 SALARY SCHEDULE**
Effective 7/1/19 - BOT Approved (pending BU agreement)

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
2	PLANT MANAGER I	4,417.00	4,578.00	4,755.00	4,936.00	5,120.00	5,309.00	5,418.00	5,515.00	5,627.00	5,734.00	Monthly
3	** FOOD SERVICE SITE MANAGER I	4,510.00	4,685.00	4,863.00	5,053.00	5,250.00	5,456.00	5,562.00	5,669.00	5,781.00	5,891.00	Monthly
4	PLANT MANAGER II	4,625.00	4,800.00	4,979.00	5,167.00	5,367.00	5,572.00	5,675.00	5,784.00	5,894.00	6,007.00	Monthly
5		4,725.00	4,912.00	5,100.00	5,302.00	5,506.00	5,718.00	5,834.00	5,949.00	6,064.00	6,183.00	Monthly
9	MAINTENANCE FOREMAN (Effective 7/15/20)	5,170.00	5,375.00	5,587.00	5,805.00	6,035.00	6,267.00	6,391.00	6,518.00	6,645.00	6,776.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
 2% plus \$536 after ten (10) years of service with AUHSD
 4% plus \$1593 additional after fifteen (15) years of service with AUHSD
 7% plus \$2,933 additional after twenty (20) years of service with AUHSD
 10% plus \$3,826 additional after twenty-five (25) years of service with AUHSD
 12% plus \$3,826 additional after thirty (30) years of service with AUHSD

* Overtime Exempt

** Ten Month Employees

**ANAHEIM UNION HIGH SCHOOL DISTRICT
MANAGEMENT
2019/2020 SALARY SCHEDULE**
Effective 7/1/19 - BOT Approved on 9/15/20 - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
1	** CATERING MANAGER	4,302.00	4,463.00	4,639.00	4,823.00	5,005.00	5,194.00	5,303.00	5,400.00	5,511.00	5,618.00	Monthly
2		4,417.00	4,578.00	4,755.00	4,936.00	5,120.00	5,309.00	5,418.00	5,515.00	5,627.00	5,734.00	Monthly
3		4,510.00	4,685.00	4,863.00	5,053.00	5,250.00	5,456.00	5,562.00	5,669.00	5,781.00	5,891.00	Monthly
4	COMMUNITY SCHOOLS COORDINATOR	4,625.00	4,800.00	4,979.00	5,167.00	5,367.00	5,572.00	5,675.00	5,784.00	5,894.00	6,007.00	Monthly
5	** FOOD PRODUCTION CENTER MANAGER ** FOOD SERVICE SITE MANAGER II	4,725.00	4,912.00	5,100.00	5,302.00	5,506.00	5,718.00	5,834.00	5,949.00	6,064.00	6,183.00	Monthly
6		4,705.00	4,888.00	5,077.00	5,279.00	5,486.00	5,696.00	5,811.00	5,925.00	6,042.00	6,161.00	Monthly
7	PERFORMING ARTS SUPERVISOR WAREHOUSE SUPERVISOR	4,933.00	5,123.00	5,323.00	5,540.00	5,753.00	5,976.00	6,096.00	6,215.00	6,336.00	6,460.00	Monthly
8	FACE COORDINATOR	5,070.00	5,263.00	5,461.00	5,674.00	5,892.00	6,111.00	6,231.00	6,353.00	6,474.00	6,599.00	Monthly
9	* ACCOUNTANT BUDGET ANALYST GARAGE SUPERVISOR MAINTENANCE FOREMAN	5,170.00	5,375.00	5,587.00	5,805.00	6,035.00	6,267.00	6,391.00	6,518.00	6,645.00	6,776.00	Monthly
11		5,428.00	5,640.00	5,858.00	6,091.00	6,327.00	6,577.00	6,709.00	6,840.00	6,973.00	7,112.00	Monthly
12	EMPLOYEE RELATIONS ANALYST GRAPHIC PRODUCTION MANAGER HUMAN RESOURCES ANALYST LANGUAGE ASSESSMENT CENTER SUPV	5,561.00	5,778.00	6,003.00	6,241.00	6,486.00	6,739.00	6,875.00	7,010.00	7,147.00	7,288.00	Monthly
13	* DISTRICT & COMMUNITY USE MANAGER	5,693.00	5,915.00	6,148.00	6,390.00	6,642.00	6,902.00	7,037.00	7,177.00	7,319.00	7,462.00	Monthly
14	FOOD SERVICE OPERATIONS SUPERVISOR * OPERATIONS SUPERVISOR TRANSPORTATION SUPERVISOR	5,847.00	6,075.00	6,313.00	6,563.00	6,822.00	7,089.00	7,228.00	7,371.00	7,517.00	7,664.00	Monthly
15		6,001.00	6,235.00	6,480.00	6,736.00	7,002.00	7,274.00	7,418.00	7,565.00	7,714.00	7,866.00	Monthly
16	PAYROLL SUPERVISOR	6,154.00	6,394.00	6,646.00	6,908.00	7,182.00	7,462.00	7,608.00	7,760.00	7,911.00	8,068.00	Monthly
17	* MAINTENANCE MANAGER	6,317.00	6,567.00	6,825.00	7,094.00	7,374.00	7,664.00	7,815.00	7,969.00	8,125.00	8,287.00	Monthly
18	* EDUCATION TECHNOLOGY SUPERVISOR	6,483.00	6,739.00	7,005.00	7,280.00	7,569.00	7,866.00	8,022.00	8,179.00	8,340.00	8,505.00	Monthly

ANAHEIM UNION HIGH SCHOOL DISTRICT

MANAGEMENT

2019/2020 SALARY SCHEDULE

Effective 7/1/19 - BOT Approved on 9/15/20 - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
19	RISK MANAGER	6,647.00	6,911.00	7,184.00	7,466.00	7,762.00	8,068.00	8,229.00	8,389.00	8,554.00	8,723.00	Monthly
20		6,764.00	7,034.00	7,313.00	7,603.00	7,906.00	8,221.00	8,384.00	8,550.00	8,718.00	8,893.00	Monthly
21	ACCOUNTING MANAGER ENERGY MANAGER OCCUPATIONAL THERAPIST PROJECT MANAGER - FACILITIES & PLANNING	6,881.00	7,156.00	7,442.00	7,737.00	8,050.00	8,371.00	8,539.00	8,710.00	8,884.00	9,062.00	Monthly
24	*ASSISTANT DIRECTOR-FOOD SERVICE	7,244.00	7,534.00	7,835.00	8,148.00	8,474.00	8,813.00	8,990.00	9,170.00	9,354.00	9,539.00	Monthly
26	ASST DIRECTOR - MAINT & OPERATIONS NETWORK & PROGRAM MANAGER	7,498.00	7,799.00	8,111.00	8,435.00	8,773.00	9,122.00	9,305.00	9,491.00	9,682.00	9,875.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:

- 2% plus \$536 after ten (10) years of service with AUHSD
- 4% plus \$1593 additional after fifteen (15) years of service with AUHSD
- 7% plus \$2,933 additional after twenty (20) years of service with AUHSD
- 10% plus \$3,826 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$3,826 additional after thirty (30) years of service with AUHSD

* Overtime Exempt

** Ten Month Employees

**ANAHEIM UNION HIGH SCHOOL DISTRICT
ADMINISTRATORS**

2019/2020 SALARY SCHEDULE

Effective 7/1/19 - BOT Approved on 9/15/20 - Revised

Salary Range	Position Title	SICK DAYS	WORK DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
21	JR HIGH ASSISTANT PRINCIPAL	11.0	198	105,450.00	108,619.00	111,797.00	114,969.00	118,143.00	121,316.00	Annually
22	SR HIGH ASSISTANT PRINCIPAL INSTRUCTIONAL ANALYST PROGRAM ADMINISTRATOR I	11.0	204	115,804.00	118,978.00	122,150.00	125,321.00	128,495.00	131,669.00	Annually
24	JR HIGH PRINCIPAL	11.5	214 *	124,006.00	127,182.00	130,354.00	133,520.00	136,699.00	139,878.00	Annually
25	SR HIGH PRINCIPAL COORDINATOR	14.4	224 *	135,679.00	138,851.00	142,028.00	145,201.00	148,375.00	151,551.00	Annually
28	PROGRAM ADMINISTRATOR II	14.4	224 *	122,336.00	125,509.00	128,680.00	131,851.00	135,030.00	138,202.00	Annually
30	NURSE PRACTITIONER AUTISM SPECIALIST/GASELPA PROGRAM SPECIALIST PROGRAM SPECIALIST/GASELPA REGIONAL NURSE	11.0	200	99,902.00	103,074.00	106,250.00	109,427.00	112,599.00	115,772.00	Annually
31	PSYCHOLOGIST BEHAVIOR SPECIALIST	11.0	198	99,902.00	103,074.00	106,250.00	109,427.00	112,599.00	115,772.00	Annually
32	ASST DIRECTOR-PLANNING/DESIGN/CONST	14.4	224 **	105,837.00	108,976.00	112,118.00	115,259.00	118,398.00	121,545.00	Annually
33	CONSTRUCTION SERVICES ADMINISTRATOR	14.4	224**	116,147.00	119,296.00	122,451.00	125,603.00	128,754.00	131,908.00	Annually
35	DIRECTOR (CERTIFICATED)	14.4	224 *	136,766.00	139,935.00	143,117.00	146,291.00	149,466.00	152,634.00	Annually
36	DIRECTOR OF RISK MANAGEMENT & INSURANCE DIRECTOR OF TRANSPORTATION	14.4	224 **	115,845.00	119,019.00	122,191.00	125,362.00	128,537.00	131,709.00	Annually
36B		14.4	224	121,005.00	124,178.00	127,351.00	130,522.00	133,698.00	136,868.00	Annually
37	DIRECTOR OF FOOD SERVICE DIRECTOR OF MAINTENANCE & OPERATIONS DIRECTOR OF PURCHASING & CENTRAL SERVICES PUBLIC INFORMATION MANAGER	14.4	224 **	126,165.00	129,335.00	132,510.00	135,682.00	138,858.00	142,028.00	Annually
37B	CONTROLLER DIRECTOR OF BUSINESS OPERATIONS	14.4	224 **	131,466.00	134,636.00	137,767.00	140,986.00	144,162.00	147,331.00	Annually
38		14.4	224 **	136,766.00	139,935.00	143,117.00	146,291.00	149,466.00	152,634.00	Annually
39	DIRECTOR PLANNING/DESIGN/CONST	14.4	224 **	144,876.00	148,235.00	151,603.00	154,965.00	158,328.00	161,684.00	Annually

**ANAHEIM UNION HIGH SCHOOL DISTRICT
ADMINISTRATORS**

2019/2020 SALARY SCHEDULE

Effective 7/1/19 - BOT Approved on 9/15/20 - Revised

Salary Range	Position Title	SICK DAYS	WORK DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	
40	CHIEF TECHNOLOGY OFFICER EXECUTIVE DIRECTOR OF HUMAN RESOURCES	14.4	224 **	149,263.00	152,250.00	155,296.00	158,401.00	161,567.00	164,801.00	Annually

*23 non-duty days excluded from work days
**excludes 23 vacation days and 14 paid holidays

Longevity -
16th-20th year - \$4794
21st-25th year - \$9588
26th-30th year - \$14382
31st year on - \$14382

Doctorate \$2339

Mileage Allowance:

\$200/month: Certificated Director, Senior High Principal, Coordinator, Public Information Manager
 \$175/month: Junior High Principal, Program Administrator II, Classified Director, Chief Technology Officer
 \$125/month: Senior High Assistant Principal, Psychologist, Program Specialist, Program Administrator I, Nurse Practitioner, Behavior Specialist
 \$75/month: Junior High Assistant Principal

**ANAHEIM UNION HIGH SCHOOL DISTRICT
 CONTRACTED EMPLOYEES
 2019/2020 SALARY SCHEDULE**
 Effective 7/1/19 - BOT Approved on 9/15/2020

Position Title	SALARY	
SUPERINTENDENT	268,532.00	ANNUALLY
ASSISTANT SUPERINTENDENT CHIEF ACADEMIC OFFICER	209,074.00	ANNUALLY
COUNSEL	209,074.00	ANNUALLY

**ANAHEIM UNION HIGH SCHOOL DISTRICT
2019/20 COUNSELOR SALARY SCHEDULE**

		BA + 45 or MA	BA + 60 & MA or Doctorate
STEPS	I	II	III
1	\$61,197	\$66,395	\$72,347
2	\$64,625	\$69,829	\$75,773
3	\$68,060	\$73,254	\$79,208
4	\$71,484	\$76,688	\$82,642
5	\$74,921	\$80,119	\$86,072
6	\$78,353	\$83,556	\$89,499
7	\$81,783	\$86,986	\$92,937
8	\$85,217	\$90,413	\$96,371
9	\$88,650	\$93,853	\$99,806
10	\$92,085	\$97,286	\$103,244
11	\$95,523	\$100,723	\$106,667
LONGEVITY (Years of Credentialed Service in AUHSD-See Article 14.3.5)			
16	\$100,317	\$105,517	\$111,461
21	\$105,111	\$110,311	\$116,255
26	\$109,905	\$115,105	\$121,049

Doctorate: \$2,339

Miscellaneous Rate of Pay: \$45.75 (Effective 5/26/20)

Initial Salary Placement: Initial placement for years of experience is based on the following:

1. A maximum of six (6) years of experience as a credentialed public school employee (excluding emergency permits and internship credentials), having worked a minimum of 75% of each work year.
2. A maximum of six (6) years of experience as a credentialed private school employee (excluding emergency permits and internship credentials), in a WASC accredited private school, having worked a minimum of 75% of each work year.

Years Experience	Placement
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees
Approved: September 15, 2020
Effective: July 1, 2019

**ANAHEIM UNION HIGH SCHOOL DISTRICT
2019/2020 TEACHERS' SALARY SCHEDULE**

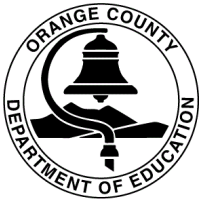
		BA + 30	BA + 45 or MA	BA + 60 & MA or Doctorate
STEPS	I	II	III	IV
01	\$53,012	\$57,182	\$62,045	\$67,600
02	\$56,222	\$60,386	\$65,249	\$70,803
03	\$59,422	\$63,596	\$68,451	\$74,015
04	\$62,632	\$66,794	\$71,659	\$77,221
05	\$65,840	\$70,006	\$74,866	\$80,425
06	\$69,048	\$73,212	\$78,075	\$83,630
07	\$72,256	\$76,417	\$81,282	\$86,841
08	\$75,461	\$79,627	\$84,485	\$90,052
09	\$78,674	\$82,833	\$87,695	\$93,260
10	\$81,875	\$86,045	\$90,908	\$96,467
11	\$85,088	\$89,261	\$94,115	\$99,671
LONGEVITY (Steps 16-26 are longevity steps for years of credentialed teaching in AUHSD) See Article 14.3.5				
16	\$89,882	\$94,055	\$98,909	\$104,465
21	\$94,676	\$98,849	\$103,703	\$109,259
26	\$99,470	\$103,643	\$108,497	\$114,053

Doctorate: \$2,339
National Board Certification \$2,339
Miscellaneous Rate of Pay: \$45.75 (effective 5/26/20)

Initial Salary Placement: See Article 14.3.2

Years Experience	Placement
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees
Approved: September 15, 2020
Effective: July 1, 2019



Williams Settlement Legislation Quarterly Report of Uniform Complaints 2020-21

District: _____

District Contact: _____

Title: _____

- Quarter #1 July 1 – September 30, 2020 **Report due by October 30, 2020**
- Quarter #2 October 1 – December 31, 2020 **Report due by January 29, 2021**
- Quarter #3 January 1 – March 31, 2021 **Report due by April 30, 2021**
- Quarter #4 April 1 – June 30, 2021 **Report due by July 30, 2021**

Check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

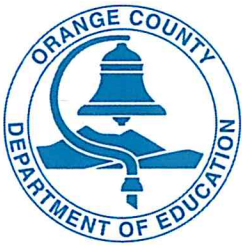
Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancies or Missassignments			
Facility Conditions			
TOTALS			

Name of Superintendent: _____

Signature of Superintendent: _____ Date: _____

Please submit to:

Alicia Gonzalez, Sr. Administrative Assistant
Orange County Department of Education
200 Kalmus Drive, Mail Stop 2910 Redhill
P.O. Box 9050, Costa Mesa, CA 92628-9050



DATE: January 31, 2020
TO: Michael B. Matsuda, Superintendent, Anaheim Union High School District
FROM: Nicole Savio Newfield, Administrator, Student Achievement and Wellness
SUBJECT: Williams Settlement Legislation 2nd Quarter Report

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050
(714) 966-4000
FAX (714) 432-1916
www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

I am pleased to provide the second quarter Williams Settlement Legislation report for the 2019-20 fiscal year. This report represents activity conducted by the Orange County Department of Education (OCDE) during October, November, and December 2019. California Education Code section 1240(2)(H) requires this report to be provided to your Board at a regularly scheduled meeting held in accordance with public notification requirements.

SECOND QUARTER REPORT

Uniform Complaint Procedures (UCP)

- OCDE requested data regarding uniform complaints related to textbooks and instructional materials, facility conditions, and teacher vacancies or misassignments received during the first quarter.
- No complaints were filed in your district during the period of July through September 2019.

Upcoming Quarter

- Teacher assignment monitoring
- School Accountability Report Card (SARC) review
- Uniform Complaint Procedure (UCP) reporting

If you have any questions regarding this report, please contact me at (714) 966-4385 or nsavio@ocde.us.

On behalf of Dr. Al Mijares, County Superintendent of Schools, thank you for your diligent efforts to address the Williams Settlement Legislation requirements.

NSN:ag

c: Al Mijares, Ph.D., County Superintendent of Schools
Carlos Hernandez, Curriculum and Instruction Director

**ORANGE COUNTY
BOARD OF EDUCATION**

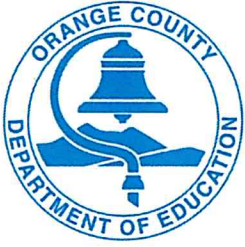
MARI BARKE

JOHN W. BEDELL, PH.D.

REBECCA "BECKIE" GOMEZ

LISA SPARKS, PH.D.

KEN L. WILLIAMS, D.O.



**ORANGE COUNTY
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AL MIJARES, Ph.D.
County Superintendent
of Schools

**ORANGE COUNTY
BOARD OF EDUCATION**

MARI BARKE

REBECCA "BECKIE" GOMEZ

TIM SHAW

LISA SPARKS, PH.D.

KEN L. WILLIAMS, D.O.

DATE: July 31, 2020

TO: Michael B. Matsuda, Superintendent, Anaheim Union High School District

FROM: Nicole Savio Newfield, Administrator, Student Achievement and Wellness

SUBJECT: Williams Settlement Legislation 4th Quarter Report

I am pleased to provide the fourth quarter Williams Settlement Legislation report for the 2019-20 fiscal year. This report represents activity conducted by the Orange County Department of Education (OCDE) during April, May, and June 2020. California Education Code section 1240(2)(H) requires this report to be provided to your Board at a regularly scheduled meeting held in accordance with public notification requirements.

FOURTH QUARTER REPORT

Uniform Complaint Procedures (UCP)

- OCDE requested data regarding uniform complaints related to textbooks and instructional materials, facility conditions, and teacher vacancies or misassignments received during the third quarter.
- No complaints were filed in your district during the period of January through March 2020.

Teacher Assignment Monitoring

- The California Commission on Teacher Credentialing reported that Assignment Monitoring for the 2019-20 school year has been delayed in light of the COVID-19 pandemic. Instead of the proposed June 1, 2020 start date, monitoring of 2019-20 educator assignments will now begin in mid-September of 2020.

Upcoming Quarter

- Instructional materials reviews
- School facilities reviews
- Uniform Complaint Procedure reporting
- Teacher Assignment Monitoring

Planning for the 2020-21 Williams Settlement Legislation reviews has begun. OCDE has requested required documentation from districts regarding instructional materials.

If you have any questions regarding this report, please contact me at (714) 966-4385 or nsavio@ocde.us.

On behalf of Dr. Al Mijares, County Superintendent of Schools, thank you for your diligent efforts to address the Williams Settlement Legislation requirements.

NSN:ag

c: Al Mijares, Ph.D., County Superintendent of Schools
Joe Carmona, Director, Special Programs, Anaheim Union High School District

Human Resources Division, Certificated Personnel

Board of Trustees
October 15, 2020

Page 1 of 7

1. Resignations/Retirements, effective as noted:

Young, Angela Resignation 9/11/20

2. Employment:A. Teacher(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Tarango, Pablo	9/28/20	1	2

B. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Aburwein, Hedaya	9/29/20
Henny, Stephen	9/1/20
Koscielak, Kalie	9/28/20
Ly, Alice	10/1/20
Manliguis, Corey	9/1/20
Montgomery, Brooke	9/1/20

C. Day-to-Day Substitute Counselor(s), effective as noted:

Medina, Angelia	9/4/20
-----------------	--------

D. Social Worker(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Fernandez, Jessica	9/28/20	3	1
Franco, Norma	9/22/20	2	1
Lee, Samuel	10/12/20	3	1
Lopez, Bristol	9/28/20	3	1
Osae Brown, Obioma	9/21/20	3	1
Thomas, Keyauna	9/21/20	3	1

E. Administrator Salary Placements/Temporary, effective as noted:

		<u>Range</u>	<u>Step</u>
Mejia, Daysi Psychologist	9/18/20	31	1

F. Administrator Salary Placements, effective as noted:

		<u>Range</u>	<u>Step</u>
Romero, Timothy Psychologist	9/24/20	31	5

3. Extra Service Compensation:A. Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2020-21, effective as noted: (General Funds)

Ahn-Kim, Michelle	8/10/20	Goossens, Kristen	8/10/20
Giakoumis, Sabina	8/10/20	Goran, James	8/12/20

Human Resources Division, Certificated Personnel

Board of Trustees
October 15, 2020

Page 2 of 7

Hemingway, Rob	8/10/20	Portillo, Aracely	8/10/20
Hoggatt, Kristine	9/7/20	Ramirez, Alejandro	8/10/20
Kim, David	8/10/20	Reall, Julieanne	8/10/20
Kitchens, Katina	8/10/20	Ross, Jeffrey	9/3/20
Lee, Kyong	8/10/20	Tsai, Pi-Yu	8/25/20
Lopez Alegre, Otto	8/12/20	Villa, Juan	8/10/20
Montgomery, Charlene	8/10/20	Yeaton, Judy	8/10/20
Pakiser, Scott	8/10/20		

- B. Bilingual Authorization Stipend, to be paid to the following individual(s) for an earned Bilingual Cross-cultural Language and Academic Development (BCLAD) or equivalent certification, effective as noted:

Gomez, Leslie 8/10/20

- C. Doctorate Stipend, to be paid to the following individual(s) for an earned doctorate stipend, effective as noted:

Hind, Jane 8/10/20

- D. Teacher Support Group Stipend, to be paid to the following individuals for the 2020-21 school year, to be paid monthly in the amount of \$2,344 per participating teacher, effective August 10, 2020. (General Funds)

Groover, Shanon
Yeaton, Judy

- E. AUHSD STEAM and Civic Engagement Stipend, to be paid for the 2020-21 school year to the following individuals as noted: (LCFF Funds)

Alvahuante, Tina	\$2,000
Apollo, Odette	\$2,000
Armijo, Valerie	\$2,000
Bidwell, Matt	\$2,000
Bryant, Amanda	\$2,000
Buker, April	\$2,000
Campbell, Robert	\$2,000
Casas, Joe	\$2,000
Clark-Yamamoto, Karen	\$2,000
Cooley, Kelley	\$2,000
Cowan, James	\$2,000
Cuenca, Jun	\$2,000
Cummings, RoseZetta	\$2,000
Delgado, Dean	\$2,000
Derbish, Michael	\$2,000
Drysol, Alexandra	\$2,000
Duncan, Michelle	\$2,000
Elliot, Clay	\$2,000
Flores, Monique	\$1,000
Gomez, Leslie	\$2,000
Gupton, Jack	\$2,000
Hind, Eilis	\$2,000

Human Resources Division, Certificated Personnel

Board of Trustees
October 15, 2020

Page 3 of 7

Hogencamp, Jon	\$2,000
Hoos, Shannon	\$2,000
Imbriano, John	\$2,000
Johnson, Mandy	\$2,000
Kanaly, Krisdee	\$1,000
Kang, Ashey	\$2,000
Kanouse, Ken	\$2,000
Karapoulios, Eleni	\$2,000
Keledjian, Jamie	\$2,000
Kelii, Veronica	\$2,000
Kersten, Johann	\$2,000
Larsen, Susan	\$2,000
Le, Alison	\$2,000
Ledterman, Caylin	\$2,000
Lee, Jenny	\$2,000
Little, Steve	\$2,000
Ludeman, Tisha	\$2,000
Majewski, Matthew	\$2,000
Majewski, Michelle	\$2,000
Marquez, Lisa	\$2,000
McBride, Shawn	\$2,000
Micelli, Cindy	\$2,000
Montgomery, Charlene	\$2,000
Montoy, Nicole	\$2,000
Park, Andrew	\$2,000
Phi, Sean	\$2,000
Poggio, Randy	\$2,000
Reeves, Bianca	\$2,000
Ridley, Karen	\$2,000
Ron, Nelson	\$2,000
Salazar, Valentine	\$2,000
Sharp, Elyse	\$2,000
Shimogawa, Teresa	\$2,000
Shoemaker, Brion	\$2,000
Slagle, Mike	\$2,000
Solorzano, Ray	\$2,000
Solorzano-Duenas, Raquel	\$2,000
Sullivan, Eve	\$2,000
Takehara, Shinichi	\$2,000
Tweed, Katrina	\$2,000
Velasquez, Carissa	\$2,000
Wai, Jeremiah	\$2,000
Walker, Kyle	\$2,000
Wu, Marlene	\$2,000

- F. Education Technology Coach Stipend, for the 2020-2021 year, for the following individuals, to be paid one time and not to exceed the total amount shown below per person. Effective immediately. (LLM Funds)

Childers, Kaiti	\$2,000
Dechene, John	\$2,000
Delgado, Dean	\$2,000

Human Resources Division, Certificated Personnel

Board of Trustees
October 15, 2020

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Esparza, Alexis	\$2,000
Flores, Robert	\$2,000
Garcia, Christine	\$2,000
Gupton, Jack	\$2,000
Herrick, Lauren	\$1,000
Kanaly, Krisdee	\$1,000
Kelii, Veronica	\$1,000
Manville, Laurie	\$2,000
Pham, Tony	\$2,000
Rice, Ann	\$2,000
Romo, Helen	\$2,000
Rosenberg, Paola	\$2,000
Sherman, Tyler	\$2,000
Solorzano, Ray	\$2,000
Somers, Allison	\$2,000
Tice, Maryanne	\$1,000
Williams, Jason	\$2,000

- G. OCDE Career Technical Education (CTE) Credential Stipend, for the completion of the Orange County Department of Education CTE Credential Program, effective September 1, 2020. Total amount not to exceed \$1,500 per individual: (Perkins Fund)

Borad, Matthew
Taylor, Brett

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>
Ambriz, Aurora	3 3	3 7	8/21/20
Castillo, Miranda	2 1	2 2	8/10/20
Catolico, Shawn	1 1	3 4	8/10/20
Chavez, Rachelle	1 1	3 1	8/19/20
Cobian, Jeanette	1 1	2 1	8/28/20
Hightower, Jayette	4 1	4 5	8/10/20
Kazerooni, Bijan	4 1	4 2	8/10/20
Mixer, Shannon	2 9	3 9	8/10/20
Morales, Mario	2 6	3 6	7/22/20
Nelson, Callie	1 4	3 4	8/10/20
Plummer, Brianna	1 1	3 1	9/29/20
Rodriguez, Lorenzo	2 4	3 4	8/10/20
Young, Angela	2 1	2 6	8/31/20

5. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

Gardner, Quinn	9/8/20
Gonzalez Navarro, Mary	9/4/20
Hernandez, Brenda	9/9/20
Hummel, Tori	9/16/20
Izzo, Eric	9/21/20

Human Resources Division, Certificated PersonnelBoard of Trustees
October 15, 2020

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Moxley, Linda	8/25/20
Nguyen, Angela	9/19/20
Paz, Genoveva	9/3/20
Ray, Matthew	8/6/20
Rivera, Brenda	9/3/20
Sanchez Alvarado, Kenya	9/9/20
Vickers, Victoria	8/28/20
White, Jacqueline	9/11/20

6. Extra Service Assignments, employment effective as noted:**Classified:**

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Anaheim</u>			
Garcia, Befael Band, Assistant	\$1,633	1 st Semester	8/10/20
Godinez, Joanna Color Guard	\$2,552	1 st Semester	8/10/20
Guerrero, Jalisa Cheer	\$2,799	1 st Semester	8/10/20
Troup, Katrina Song	\$2,799	1 st Semester	8/10/20
Vega Maciel, Roberto Drill Team	\$2,796.50	1 st Semester	8/10/20
<u>Ball</u>			
Sohng, Eunyong Accompanist	\$646	1 st Semester	8/10/20
<u>Cypress</u>			
Barone, Kristin Soccer, Asst./Lower Level	\$3,122	Season	3/1/21
Doyle, Matthew Football	\$3, 442	Season	12/14/20
Galvan, Eric Cheer	\$1,399.50	1 st Semester	8/10/20
Griswold, Mary Band Director, Assistant	\$1,641	1 st Semester	8/10/20
King, Don CTSO	\$1,277.50	1 st Semester	8/10/20
Ledesma, Sierra Song	\$1,399.50	1 st Semester	8/10/20

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Pantoja, David Color Guard	\$2,810.50	1 st Semester	8/10/20
Park, Jeffrey Water Polo, Assistant	\$3,107	Season	12/14/20
Ruiz, Manuel Drill Team	\$2,810.50	1 st Semester	8/10/20
Saldana, Reihle Water Polo	\$3,818	Season	12/14/20
Stone, Jason Water Polo	\$2,863.50	Season	12/14/20
Thompson, Terry Football	\$1,721	Season	12/14/20
Thornburg, Lindsey Tennis, Asst./Lower Level	\$3,107	Season	3/1/21
Watkins, Christopher Football, Assistant Frosh/Soph	\$776.75	Season	12/14/20
Watkins, Christopher Football, Freshman	\$860	Season	12/14/20
<u>Hope</u> Cruz, Alfred Yearbook	\$1,633	1 st Semester	8/10/20
<u>Loara</u> Cook, Kla Drill Team	\$2,796.50	1 st Semester	8/10/20
Domingues, Cameron Band, Assistant Director	\$1,641	1 st Semester	8/12/20
Robinson, Cory Color Guard	\$2,796.50	1 st Semester	8/10/20
Ruiz, Diana Cheer	\$1,277.50	1 st Semester	8/10/20
<u>Oxford</u> Anthony, Robert Band	\$1,633	1 st Semester	8/10/20
Anthony, Robert Band Director, Assistant	\$1,633	1 st Semester	8/10/20

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Anthony, Robert Jazz Band	\$792	1 st Semester	8/10/20
Atwater, Nathan Instrumental Music	\$1,600	1 st Semester	8/12/20
Defazio, Kihae Instrumental Music	\$1,600	1 st Semester	8/12/20
Yoshizawa, James Instrumental Music	\$1,600	1 st Semester	8/12/20
<u>Sycamore</u> Hendrickson, Eric Accompanist	\$646	1 st Semester	8/10/20
Kelii, Veronica Vocal Music	\$1,149.50	1 st Semester	8/10/20
<u>Western</u> Diaz, Janet Cheer	\$2,810.50	1 st Semester	8/10/20
Eisenbrey, Maile Dance	\$1,918.50	1 st Semester	8/10/20
Luong, Tiffany Basketball, Asst./Lower Level	\$3,442	Season	3/1/21
Meza, Evelyn Dance, Assistant	\$1,641	1 st Semester	8/10/20
Mikels, Lynsey Color Guard	\$2,810	1 st Semester	8/10/20
Parsons, Bernie Band Director, Assistant	\$1,641	1 st Semester	8/10/20
Taga, David Volleyball	\$3,818	Season	12/14/20
Uyehara, Melissa Drill Team	\$2,810.50	1 st Semester	8/10/20

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1. **Retirements/Resignations/Terminations, effective as noted:**

	<u>Location:</u>	<u>Effective</u>
Aparicio, Viridiana Office Assistant	Anaheim High School	10/19/2020
Avery, Marquis Instructional Assistant – Behavioral Support	Walker Jr. High School	09/03/2020
Bermudez, Maria Office Assistant	Savanna High School	10/19/2020
Garcia, Remedios Office Assistant	Loara High School	10/19/2020
Guerrero, Randi Office Assistant	Magnolia High School	10/19/2020
Guzman, Maria Office Assistant	Katella High School	10/19/2020
Juarez Santos, Verenise Office Assistant	South Jr. High School	10/19/2020
Kim, Sam Event/Facility Attendant	Maintenance Department	11/10/2020
Kitchin, Michael Instructional Assistant – Specialized Academic Instruction	South Jr. High School	09/01/2020
Medina, Laura Office Assistant	Katella High School	10/19/2020
Mendoza, Micaela Food Service Assistant I	Brookhurst Jr. High School	10/02/2020
Moran Herrera, Veronica Office Assistant	Orangeview Jr. High School	10/19/2020
Orozco, Daisy Office Assistant	Brookhurst Jr. High School	10/19/2020
Rangel, Andres Event/Facility Attendant	Maintenance Department	11/10/2020
Santana, Jose Bus Driver	Transportation Department	12/18/2020
Warrior, Brian Event/Facility Attendant	Maintenance Department	11/10/2020

