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: March 1, 2023

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

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

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

Tuesday the 7th day of March 2023

Individuals requesting interpretation should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Friday, March 3, 2023, to allow reasonable arrangement to ensure interpretation services.

Closed Session-3:15 p.m.
Regular Meeting-6:00 p.m.

Michael B. Matsuda
Superintendent

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Amended Agenda
Tuesday, March 7, 2023
Closed Session–3:15 p.m.
Regular Meeting–6:00 p.m.

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

Individuals requesting interpretation should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Friday, March 3, 2023, to allow reasonable arrangement to ensure interpretation services.

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

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Friday, March 3, 2023, 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. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five minutes; each topic is limited to a total of 20 minutes. Board members cannot immediately respond to public comments, as stated on the speaker request form.

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

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

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

   4.2 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation regarding one matter (Orange County Superior Court Case No. 30-2020-01126712-CU-MT-CXC/JCCP No. 5052).

4.3 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (Orange County Superior Court Case Nos. 30-2021-01238180-CU-PO-CJC; 30-2022-01246603-CU-PO-WJC; 30-2022-01262513-CU-PO-CJC).

4.4 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2022120720).

4.5 To consider matters pursuant to Government Code Section 54956.9(d)(2): Conference with legal counsel, anticipated litigation (confidential special education matter).

4.6 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Mr. Matsuda, Dr. Fried, Dr. Nien, and Mr. Jackson regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), California School Employees Association (CSEA), and Mid-Managers Association (MMA).

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

4.8 To consider matters pursuant to Education Code Section 44929.21: Non-reelection of probationary certificated employees HR-2022-23-12 and HR-2022-23-13, for the next school year.

4.9 To consider matters pursuant to Government Code Section 44954: Release of temporary certificated employees. **[CONFIDENTIAL]**

4.10 To consider matters pursuant to Education Code Section 48918: Expulsion of student 22-27. **[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 Omkar Katre will lead the Pledge of Allegiance to the Flag of the United States of America and provide a moment of silence.

5.3 ***Closed Session Report***

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

6. RECOGNITION *INFORMATION ITEM*

Donation

The Board of Trustees will recognize the following business for the generous donation to the District.

Farmers & Merchants	$10,000	AUHSD, AIME Program

7. **REPORTS** ***INFORMATION ITEMS***

7.1 ***Student Representative's Report***

Omkar Katre, student representative to the Board of Trustees, will report on student activities throughout the District.

7.2 ***Student Speakers***

Any Anaheim Union High School District student in the audience who wishes to speak to the Board of Trustees may do so at this time. Students wishing to address the Board of Trustees should complete a student speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Students wishing to speak at this time are limited to three minutes. Board members cannot immediately respond to student comments, as stated on the speaker request form. Students may also choose to speak during the Public Comment section of the agenda instead of at this time; however, they may only speak once per topic during the meeting.

7.3 ***Reports of Associations***

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

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

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

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

Opportunities for public comments occur at the beginning of each agenda item and at this time for items not on the agenda. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of 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 ***Measure H Citizens' Oversight Committee Annual Report (March 2022–February 2023)***

Background Information:
Pursuant to Education Code, Chapter 1.5, Strict Accountability in Local School Construction Bonds Act of 2000, a school district is required to establish a Citizens' Oversight Committee (COC) upon the passing of a local general obligation bond for the construction, reconstruction, rehabilitation, or replacement of school facilities. The COC's duties include informing the public concerning the District's expenditure of the bond proceeds, reviewing the expenditure reports produced by the District, and presenting an annual report with a focus on bond expenditure compliance to the Board of Trustees.

Current Consideration:
The COC is prepared to fulfill its duties of informing the public of its proceedings, as well as its activities for the year. The annual report will be presented to the Board of Trustees in public session, and it will be posted on the Blueprint for the Future website.

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 receive the COC's annual report presentation.

9.2 ***2022-23 Second Interim Budget Report***

Background Information:
Education Code Section 42131 (a)(1) states that pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the two subsequent fiscal years. This certification shall be based upon the Board's assessment, on the basis of standards and criteria for fiscal stability adopted by the State Board of Education, pursuant to Section 33127 of the District budget, as revised to reflect current information regarding the adopted state budget, district property tax revenues pursuant to Sections 95 through 100 inclusive, of the Revenue and Taxation Code, and ending balances for the preceding fiscal year as reported pursuant to Section 42100. The certification shall be classified as positive, qualified, or negative, as prescribed by the superintendent of public instruction for the purposes of determining subsequent actions by the superintendent of public instruction, the state controller, or the county superintendent of schools, pursuant to subdivisions (b) and (c). This certification shall be based upon the financial and budgetary reports required by Section 42130, but may include additional financial information known by the Board of Trustees to exist at the time of each certification. For purposes of this subdivision, a positive certification shall be assigned to any school district that, based upon current projections, will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A qualified certification shall be assigned to any school district that, based upon current projections, may not meet its financial obligations for the current fiscal year, or two subsequent fiscal years. A negative certification shall be assigned to any school district that, based upon current projections, will be unable to meet its financial obligations for the remainder of the fiscal year or the subsequent fiscal year.

Current Consideration:
The Board will receive a presentation from Business Services staff regarding the District's fiscal solvency.

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.

9.3 ***Home-to-School (HTS) Transportation Reimbursement Plan***

Background Information:
Home-to-School (HTS) Transportation Reimbursement Plan was implemented by Assembly Bill (AB) 181 (Chapter 52, Statutes of 2022) and amended by AB 185 (Chapter 571, Statutes of 2022). It provides reimbursement funding for sixty percent of transportation costs to the District based on prior year eligible transportation expenditures and prior year Local Control Funding Formula (LCFF) transportation related add-on funding. As conditions of receiving apportionments under Section 41850.1, the District shall develop a plan describing the transportation services it offers to its pupils, and how it prioritizes planned transportation services for pupils who are low income. The plan shall also describe how transportation is accessible to students with disabilities, homeless youth, and how unduplicated students may access free transportation. The plan shall be presented and adopted by the District's governing board in an open meeting with the opportunity for public comment on or before April 1, 2023, and updated by April 1 each year thereafter.

Current Consideration:
District staff will present the Home-to-School Transportation Reimbursement Plan to the Board of Trustees.

Budget Implication:
The Estimated Revenue Allocations (2022-23) for the District is $3,868,003.03.

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**

EDUCATIONAL SERVICES

EXHIBIT A intentionally left blank.

10.1 ***Home-to-School (HTS) Transportation Reimbursement Plan*** ***ACTION ITEM***

Background Information:
Home-to-School (HTS) Transportation Reimbursement Plan was implemented by Assembly Bill (AB) 181 (Chapter 52, Statutes of 2022) and amended by AB 185 (Chapter 571, Statutes of 2022). It provides reimbursement funding for sixty percent of transportation costs to the District based on prior year eligible transportation expenditures and prior year Local Control Funding Formula (LCFF) transportation related add-on funding. As conditions of receiving apportionments under Section 41850.1, the District shall develop a plan describing the transportation services it offers to its pupils, and how it prioritizes planned transportation services for pupils who are low income. The plan shall also describe how transportation is accessible to students with disabilities, homeless youth, and how unduplicated students may access free transportation. The plan shall be presented and adopted by the District's governing board in an open meeting with the opportunity for in-person public comment on or before April 1, 2023, and updated by April 1 each year thereafter.

Current Consideration:
District staff presented the Home-to-School Transportation Reimbursement Plan to the Board of Trustees and the public was given an opportunity to comment on the plan.

Budget Implication:
The 2022-23 estimated revenue allocations for Anaheim Union High School District is $3,868,003.03.

Staff Recommendation:
It is recommended that the Board of Trustees adopt the Home-to-School Transportation Reimbursement Plan. **[EXHIBIT B]**

10.2 ***School-Sponsored Student Organization*** ***ACTION ITEM***

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

Current Consideration:
The following school has submitted a school-sponsored student organization application:

Astronomy Club, Savanna High School **[EXHIBIT C]**

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 application.

RESOLUTIONS

10.3 ***Resolution No. 2022/23-B-10, Adjustments to Income and Expenditures, General Fund; Resolution No. 2022/23-B-11, Adjustments to Income and Expenditures, Various Funds; and the 2022-23 Second Interim Report*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
Education Code Section 42131 (a)(1) states that pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether the school district is able to meet its financial obligations for the remainder of the fiscal year and based on current forecasts, for the two subsequent fiscal years. This certification shall be based upon the Board of Trustees' assessment, on the basis of standards and criteria for fiscal stability adopted by the State Board of Education pursuant to Section 33127, the District budget, as revised to reflect current information regarding the adopted state budget, district property tax revenues pursuant to Section 95 to 100, inclusive, the Revenue and Taxation Code, as well as ending balances for the preceding fiscal year as reported pursuant to Section 42100. The certification shall be classified as positive, qualified, or negative, as prescribed by the

superintendent of public instruction, for the purposes of determining subsequent actions by the superintendent of public instruction, the state controller, or the county superintendent of schools, pursuant to subdivisions (b) and (c). This certification shall be based upon the financial and budgetary reports required by Section 42130, but may include additional financial information known by the governing board to exist at the time of each certification. For purposes of this subdivision, a positive certification shall be assigned to any school district that, based upon current projections, will be able to meet its financial obligations for the remainder of the fiscal year and the two subsequent fiscal years. A qualified certification shall be assigned to any school district that, based upon current projections, may not meet its financial obligations for the current fiscal year or two subsequent fiscal years. A negative certification shall be assigned to any school district that, based upon current projections, will not meet its financial obligations for the current fiscal year or subsequent fiscal years.

Current Consideration:
In certifying the 2022-23 Second Interim Report as positive, the Board of Trustees understands its fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years.

Budget Implication:
As part of the interim reporting process, budget adjustments are made to income, expenditures, and fund balances. Resolution No. 2022/23-B-10, Adjustments to Income and Expenditures, General Fund; and Resolution No. 2022/23-B-11, Adjustments to Income and Expenditures, Various Funds authorizes budget adjustments, per Education Code Sections 42602 and 42610.

Staff Recommendation:

1. It is recommended that the Board of Trustees adopt Resolution No. 2022/23-B-10 and Resolution No. 2022/23-B-11, by a roll call vote. **[EXHIBITS D and E]**

2. It is recommended that the Board of Trustees approve the positive certification of the 2022-23 Second Interim Report that the District is able to meet its financial obligations. **[EXHIBIT F]**

10.4 ***Resolution No. 2022/23-F-08, Approval of Notice of Exemption for the Katella High School Pool Restoration/Rehabilitation Project (Roll Call Vote)*** ***ACTION ITEM***

Background Information:
On June 16, 2022, the Board of Trustees adopted the updated District's Facilities Master Plan (FMP), which provides a roadmap for the future improvement and development of the District's facilities over the next ten years. The Katella High School Pool Restoration Project (Project) is one of the projects identified in the approved FMP.

The scope of work for the Project includes: (1) Restoration of the existing twenty-five meter non-operational pool with a seven foot deep new pool of the same footprint; (2) Modernization of the coaches office and the existing pool equipment building that will be outfitted with new energy efficient equipment; (3) Reconfiguration of the existing pool equipment building to accommodate a new all gender restroom; (4) Installation of new shade structure with tiered bleacher spectator seating; (5) Installation of security fencing and gates at pool facility perimeter; (6) Technology infrastructure; and (7) Installation of surveillance cameras and exterior lighting.

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

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

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-F-08, approving the NOE for the Project and direct that the NOE be filed with the Orange County Clerk-Recorder, by roll call vote. **[EXHIBIT G]**

10.5 ***Resolution No. 2022/23-E-19, Autism Awareness Month*** ***ACTION ITEM (Roll Call Vote)***

Background Information:
In order to highlight the growing need for concern and awareness about autism, the Autism Society has been celebrating National Autism Awareness Month since the 1970s. The United States recognizes April as a special opportunity for everyone to educate the public about autism and issues within the autism community.

Current Consideration:
The adoption of Resolution No. 2022/23-E-19 for Autism Awareness Month recognizes April as Autism Awareness Month, a time to focus attention on those with autism and related pervasive developmental disorders. It also provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support autism awareness.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-E-19, by a roll call vote. **[EXHIBIT H]**

10.6 ***Resolution No. 2022/23-E-20, Cesar Chavez Day*** ***ACTION ITEM (Roll Call Vote)***

Background Information:
Each year Cesar Chavez Day is observed in the United States on March 31. It celebrates the birthday of Cesar Estrada Chavez and it serves as a tribute to his commitment to social justice and respect for human dignity.

Current Consideration:
The adoption of Resolution No. 2022/23-E-20 honors Cesar Chavez for his many achievements and contributions to our nation. It also provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support Cesar Chavez Day.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-E-20, by a roll call vote. **[EXHIBIT I]**

10.7 ***Resolution No. 2022/23-E-21, National Child Abuse Prevention Month*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
National Child Abuse Prevention Month is acknowledged in the United States each year during the month of April. By acknowledging the need for public education and community services to help prevent child abuse and neglect, many groups hope to reduce the impact to children and families facing child abuse.

Current Consideration:
The Board of Trustees is requested to adopt Resolution No. 2022/23-E-21, National Child Abuse Prevention Month. This will provide an opportunity to inform parents, guardians, and the community of the efforts that the District is making to support the prevention of child abuse.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-E-21, by a roll call vote. **[EXHIBIT J]**

10.8 ***Resolution No. 2022/23-E-22, Arab American Heritage Month*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
Arab American Heritage Month celebrates the contributions of Arab Americans to the United States and celebrates the group's heritage and culture.

Current Consideration:
The Board of Trustees is requested to adopt Resolution No. 2022/23-E-22, Arab American Heritage Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is taking to honor the many achievements and contributions made by Arab Americans to our economic, cultural, spiritual, and political development. The District will acknowledge April as Arab American Heritage Month.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-E-22, by a roll call vote. **[EXHIBIT K]**

10.9 ***Resolution No. 2022/23-HR-03, Certificated Reduction in Force (Roll Call Vote)*** ***ACTION ITEM***

Background Information:
Each school year, the District analyzes the level of services provided to students through the District's certificated employee workforce. To prepare for the 2023-24 year, the District must take into account not only student enrollment in specific courses of instruction, but other economic conditions including increased employer contribution to CalSTRS and CalPERS, as well as increased employee health and welfare costs have caused deficit spending, which has had an adverse impact on the finances of the District. According to the 2022-23 projected adopted budget, which is a three-year forecast, the District will be required to reduce approximately $30.8 million dollars in expenditures over the next three years. Due to this economic uncertainty, the District will need to begin reducing expenditures with the 2022-23 projected adopted budget. These needed reductions contemplate a reduction or elimination of certain particular kinds of services, and necessitate a corresponding reduction in force among personnel in certificated positions.

Education Code Section 44949 provides the procedures for layoff of certificated personnel as follows:

- No later than March 15, an employee is given notice that his or her services may not be required for the ensuing year.
- The employee may request a hearing to determine if there is cause for not reemploying him or her for the ensuing year.
- The employee has certain reemployment rights for a period of time following the date of termination.

The District's legal and fiduciary obligation to remain financially solvent requires that the District implement a reduction in force through layoff of certificated personnel. The reductions or discontinuance in services is required, due to the current financial and operational challenges.

Current Consideration:
The resolution is a reduction in force, due to the reduction or elimination of certain particular kinds of services performed by certificated employees, pursuant to Education Code Sections 44949 and 44955.

Budget Implication:
The reduction in force will reduce costs by approximately $29.2 million.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-HR-03, by a roll call vote. **[EXHIBIT L]**

10.10 ***Resolution No. 2022/23-HR-04, Classified Reduction in Force*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
Economic conditions including the level of services needed to support the District's students, increased employer contribution to CalSTRS and CalPERS, as well as increased employee health and welfare costs have caused deficit spending, which has had an adverse impact on the finances of the District. According to the 2022-23 projected adopted budget, which is a three-year forecast, the District will be required to reduce approximately $30.8 million dollars in expenditures over the next three years. Specifically, due to the expiration of state and federal COVID-19 related relief dollars, including the Elementary and Secondary School Emergency Relief Fund, a reduction in force among personnel in classified positions which have been supported by categorical/special funding sources of revenue is necessary.

Education Code Section 45117(g) states that "Notwithstanding the other requirements of this code respecting layoff of permanent classified employees, when classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights."

The District's legal and fiduciary obligation to remain financially solvent requires that the District implement a reduction in force through layoff of classified personnel. The reductions or discontinuance in services is required due to the current financial and operational challenges.

Current Consideration:
The resolution is a reduction in force, due to lack of work and/or lack of funds, pursuant to Education Code Section 45117.

Budget Implication:
The reduction in force will reduce costs by approximately $1.6 million.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-HR-04, by a roll call vote. **[EXHIBIT M]**

10.11 ***Resolution No. 2022/23-BOT-03, Supporting the Addition of a Ninth Indicator to the California College/Career (CCI) Dashboard*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
The College/Career Indicator (CCI) is reported by the California Department of Education on the California School Dashboard as a tool to represent the percentage of high school graduates who are prepared for college or a career. Currently, the State Board of Education has approved the following indicators for the CCI: Advanced Placement Exams, A-G Completion, Career Technical Education Pathway Completion, College Credit Courses (formerly called Dual Enrollment), International Baccalaureate Exams, Leadership/Military Science, Pre-Apprenticeships, Smarter Balanced Summative Assessments in English Language Arts/Literacy and mathematics (Grade 11), State and Federal Job Programs, State Seal of Biliteracy, as well as Transition Classroom and Work-Based Learning Experiences.

Current Consideration:
To drive whole child learning, career preparedness, and civic engagement, this resolution requests that the California Legislature approve legislation directing the State Board of Education and California Department of Education to add a ninth College and Career Readiness Indicator allowing school districts to use a locally adopted Graduate Student Profile/Capstone as a recognized completion metric under the College and Career Indicators (CCI), with the expectation that districts utilizing this option will integrate the State Seal of Civic Engagement, or other proven demonstration of student civic engagement, as a component of their Graduate Student Profile/Capstone, in a manner consistent with the Legislature's/state's commitment to diversity, equity, and inclusion.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-BOT-03, by a roll call vote. **[EXHIBIT N]**

10.12 ***Resolution No. 2022/23-BOT-04, Land Acknowledgment*** ***ACTION ITEM (Roll Call Vote)***

Background Information:
A land acknowledgment is a formal statement recognizing the history, presence, and connection of Indigenous people to specific land. Acknowledging Indigenous land is an important way to honor, respect, and express gratitude to Indigenous people, their elders past and present, their future generations, and their traditional territories. Land acknowledgment is a step toward building a more inclusive future, correcting the ongoing erasure of Indigenous peoples' voices, lives, and history, as well as providing an entry point and pathway for education.

Current Consideration:
The Los Angeles Basin, including northern Orange County and the cities of Anaheim, Buena Park, Cypress, La Palma, and Stanton, comprises part of Tovaangar, the ancestral land and territory of the Gabrielino/Tongva people. This resolution acknowledges that the Anaheim Union High School District is located on the ancestral land of the Gabrielino/Tongva people and that the Anaheim Union High School District is committed to diversity and inclusion, as well as strives to build sustainable relationships with Indigenous and Native communities through education, partnership, and community service.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2022/23-BOT-04, by a roll call vote. **[EXHIBIT O]**

BUSINESS SERVICES

10.13 ***Ratification, Lease-Leaseback Agreement, Byrom-Davey, Inc., Anaheim High School Athletic Field Improvements–RFP #2022-28*** ***ACTION ITEM***

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

Current Consideration:
The District issued RFP #2022-28 inviting contractors to submit qualifications and proposals to perform the work associated with the project. After a review of the submitted qualifications and proposals, and interviews of shortlisted firms, staff recommended to the Board of Trustees the selection of Byrom-Davey, Inc. as the LLB contractor for this project. Byrom-Davey, Inc. competitively bid the subcontractor packages to various companies, and has identified the subcontractors they plan to use on the project. Staff has negotiated the LLB agreement, which includes the guaranteed maximum price (GMP) and contingencies, pursuant to the terms indicated in the forms of the LLB contract documents previously approved by the Board. The assistant superintendent, Business, under Board approved delegation of authority, has entered into the LLB agreement with Byrom-Davey, Inc. The agreement is subject to ratification by the Board.

Budget Implication:
The final GMP and associated contingencies will not exceed $7,650,948. The total project cost including District contingencies and allowances will not exceed $7,880,476. (Measure H Funds and/or other funds as appropriate)

Staff Recommendation:
It is recommended that the Board of Trustees ratify the preconstruction services agreement, and the LLB agreement with Byrom-Davey, Inc. for the Anaheim Athletic Field Improvements project.

10.14 ***Ratification, Lease-Leaseback Agreement, Byrom-Davey, Inc., Byrom-Davey, Inc. Katella High School Pool–RFP #2022-28*** ***ACTION ITEM***

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

Current Consideration:
The District issued RFP #2022-28 inviting contractors to submit qualifications and proposals to perform the work associated with the project. After a review of the submitted qualifications and proposals, and interviews of shortlisted firms, staff recommended to the Board of Trustees the selection of Byrom-Davey, Inc. as the LLB contractor for this project.

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

Budget Implication:
The final GMP and associated contingencies will not exceed $5,467,797. The total project cost including District contingencies and allowances will not exceed $5,631,831. (Measure H Funds and/or other funds as appropriate)

Staff Recommendation:
It is recommended that the Board of Trustees ratify the preconstruction services agreement, and the LLB agreement with Byrom-Davey, Inc. for the Katella High School Pool project.

10.15 ***Ratification, Lease-Leaseback Agreement, Byrom-Davey, Inc., Western High School Athletic Field Improvements–RFP #2022-28*** ***ACTION ITEM***

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

Current Consideration:
The District issued RFP #2022-28 inviting contractors to submit qualifications and proposals to perform the work associated with the project. After a review of the submitted qualifications and proposals, and interviews of shortlisted firms, staff recommended to the Board of Trustees the selection of Byrom-Davey, Inc. as the LLB contractor for this project.

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

Budget Implication:
The final GMP and associated contingencies will not exceed $11,415,455. The total project cost including District contingencies and allowances will not exceed $11,815,455. (Measure H Funds and/or other funds as appropriate)

Staff Recommendation:
It is recommended that the Board of Trustees ratify the preconstruction services agreement, and the LLB agreement with Byrom-Davey, Inc. for the Western Athletic Field Improvements project.

10.16 ***Award of Bid, Food Services*** ***ACTION ITEM***

Background Information:
The District received the Kitchen Infrastructure and Training (KIT) funding allocation, which provides eligible local educational agencies with additional state funds to purchase equipment and upgrades to kitchen infrastructure. Some of the equipment the District will purchase includes ovens, freezers, refrigerators, milk coolers, hot and cold speed line units, ice machines, utility carts, as well as related items.

Current Consideration:
A formal bid was completed that establishes discounted pricing, while fulfilling state and local bidding requirements. The amounts shown below are best estimates and actual amounts expended could be higher or lower. The following bid was from the lowest, most responsible, and responsive bidders.

Bid#	Service	Award	Amount
2023-09	Kitchen Equipment and Related Items	Arrow Restaurant Equipment and Supplies, Inc.	$725,576
		Douglas Food Stores, Inc. DBA Douglas Equipment	$749,616
		Central Restaurant Products	$326,772

Budget Implication:
The total anticipated annual expenditure is listed above, but actual amounts may be more or less based on final product selection and actual quantities. (KIT Funds and Cafeteria Funds)

Staff Recommendation:
It is recommended that the Board of Trustees award Bid# 2023-09 Kitchen Equipment and Related Items, pursuant to Public Contract Code 20111, for the purchase of various kitchen equipment from the listed suppliers for up to three years, renewable annually by the District's director of Purchasing and Central Services.

EDUCATIONAL SERVICES

10.17 ***Independent Contractor Agreement, Dr. John Ahn*** ***ACTION ITEM***

Background Information:
Dr. John Ahn is an education consultant, with expertise in new school development, accreditation, and strategic planning. Over the past two decades, he has provided consultation services to K-12 schools, colleges, and universities, both in the United States and internationally. His broad range of areas of expertise includes new school and program development, education industry analysis for both domestic and international markets, accreditation, curriculum development for international programs, as well as strategic planning. Dr. Ahn has also provided guidance and support to domestic and international families in the areas of student learning and leadership development. He has conducted educational seminars in various countries, including South Korea, China, Vietnam, and the United States.

Current Consideration:
Dr. Ahn will conduct a comprehensive analysis of international market opportunities in Asia for the District's International Program. This will include an analysis of the Asian market, opportunities, the international education program, and the feeder school program for the District's International Program. Services will be provided March 8, 2023, through June 30, 2023.

Budget Implication:
The total cost for these services is not to exceed $30,000. (Grant Funds)

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

10.18 ***Agreement, Camfel Productions Inc.*** ***ACTION ITEM***

Background Information:
Camfel Productions Inc. provides in-person assembly programs designed to engage students in grades K-12. The program for the assembly addresses Character-Education topics such as bully prevention, self-confidence, respect, personal-responsibility, and many more, in a relevant, fun, and engaging presentation, featuring popular music and movie clips, all in a 40-45 minute presentation.

Current Consideration:
Camfel Productions Inc., GO VIRAL assembly is intended to challenge students to make "real" connections. Students will be motivated to be "real" within the social media world. GO VIRAL is intended to motivate students to build authentic relationships. Students will be inspired to improve themselves and look for the value in others. Services will be provided at Ball Junior High School on May 25, 2023.

Budget Implication:
Total cost for these services are not to exceed $1,475. (Site LCFF Funds)

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

10.19 ***Independent Contractor Agreement, Ujima Dance Ensemble*** ***ACTION ITEM***

Background Information:
The 3rd Annual AUHSD Black History Month Celebration was held on February 24, 2023, at the AUHSD Performing Arts Center. This is a student-led celebration created by collaborative efforts of the Black Student Union clubs throughout the District and the Black Lives Matter Task Force. This year's celebration highlights were performances by Spoken Word Artist Ed Mabrey, Visual Artist Norton Wisdom, Omega Psi Phi Steppers from California State University, Fullerton, as well as Le Ballet Dembaya West African Dance and Drum Troupe. Ujima Dance Ensemble has been drumming and dancing together since early childhood. The company celebrates the traditions of djembe music and is dedicated to sharing, preserving, and raising awareness of West African culture.

Current Consideration:
Ujima Dance Ensemble provided a special performance for the 3rd Annual AUHSD Black History Month Celebration. Services were provided February 24, 2023.

Budget Implication:
The total cost for these services is not to exceed $400. (General Fund and/or Innovative Funds)

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

10.20 ***Contract, Independent Transition Assessment, IGNITE Collective, Inc. (Molly K. Rearick Day, Ed.D.)*** ***ACTION ITEM***

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

Current Consideration:
Following parent's request for an independent transition evaluation and consultation with parent and parent's representative, the District determined that it was in the best interest of the student and the District to provide an independent transition assessment and allow the individualized education program team to consider the information.

Budget Implication:
The costs for these services are not to exceed $3,000. (Special Education Funds)

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

10.21 ***Independent Contractor Agreement, USAgain*** ***ACTION ITEM***

Background Information:
USAgain is an enterprise dedicated to working for people and planet by extending the life of good clothes and shoes, keeping them out of landfills, thereby conserving natural resources and reducing the emissions of greenhouse gasses, as well as other negative environmental effects caused by textile manufacturing.

Serving as a fundraiser, USAgain partners with schools to host TreeMachines, which are collection bins for clothes and shoes. Additionally, there is a focus on civic engagement with one tree being planted by USAgain for every full TreeMachine collection bin.

Current Consideration:
The District would like to partner with USAgain to place TreeMachine collection bins on school campuses starting with two pilot schools, Savanna High School and Sycamore Junior High School, with the option to add additional schools. USAgain will pay the school $0.02 per pound of clothes and shoes collected, provided that no other clothing bins are present on the premises. There is no cost to the District for these services. Services will be provided March 7, 2023, through March 7, 2024.

Budget Implication:
There is no impact to the budget.

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

10.22 ***Agreements, District Choral Festival*** ***ACTION ITEM***

Background Information:
The District's Choral Festival was initiated over 20 years ago. The festival includes recognition of technical and artistic achievements in addition to structured, constructive feedback on student and ensemble growth areas aligned to California K-12 Standards for Music Education for the District's choral students.

Current Consideration:
The agreements have been prepared, at an amount not to exceed $500 for each of the clinicians: John Erhard, Carolyn Kelley, and Joni Prado. Services will be provided March 21, 2023, through March 22, 2023, at the AUHSD Performing Arts Center.

Budget Implication:
The costs for these services are not to exceed $1,500. (LCFF Funds)

Staff Recommendation:
It is recommended that the Board of Trustees approve the agreements. **[EXHIBITS U, V, and W]**

10.23 ***Grant Acceptance Agreement, The Mr. Holland's Opus Foundation, Katella High School*** ***ACTION ITEM***

Background Information:
The Mr. Holland's Opus Foundation (MHOF) donates high-quality musical instruments to deserving, under-funded music programs, and provides an array of support services to school districts. By increasing the school's inventory of quality, playable instruments, music teachers are given the tools they need to deliver a quality music education to students who want to learn. In collaboration with committed school districts, the Foundation's investments are strategically placed as part of a K–12 districtwide plan to achieve positive and lasting results. Generations of students will benefit.

Current Consideration:
The Katella High School instrumental music program was selected by the MHOF to receive a musical instrument grant valued at more than $25,000. Dylan Harlan, band director at Katella High School, has specified certain instruments and equipment to supplement the Katella High School instrument inventory that will provide the greatest benefit to the current band students. MHOF has some basic conditions that need to be met as part of the grant. These conditions are contained in the grant acceptance agreement. In order to secure the grant, MHOF has requested signatures of the grant acceptance agreement prior to the Board meeting.

Budget Implication:
There is no impact to the budget.

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

HUMAN RESOURCES

10.24 ***Public Hearing, Disclosure of Collective Bargaining Agreement with MMA*** ***INFORMATION ITEM***

Background Information:
The Board of Trustees is requested to hold a public hearing on the collective bargaining agreement with the Mid-Managers Association (MMA) for 2022-23 in accordance with AB 1200 (Statues of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California 92801.

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

Budget Implication:
There is no impact to the budget.

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

10.25 ***Adoption of the 2022-23 Collective Bargaining Agreement with MMA*** ***ACTION ITEM***

Background Information:
The District entered into contract negotiations with the Mid-Managers Association (MMA) for a successor agreement after proposals were brought forth by both parties. Negotiations were held and a tentative agreement was reached by both parties and ratified by MMA.

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

Budget Implication:
The increase for the 8 percent salary schedule increase will impact the budget with an additional estimated expense of $172,682 per year. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees adopt the 2022-23 collective bargaining agreement with MMA. **[EXHIBITS Y and Z]**

11. **CONSENT CALENDAR** ***ACTION ITEM***

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

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

BUSINESS SERVICES

11.1 ***Award of Bid***

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

Bid#	Service	Award	Amount
2023-18	Compressed Natural Gas (CNG) (SCAQMD Grant Funds and/or other other funds as appropriate)	Jaycox Construction CNG	$723,905

Staff Recommendation:
It is recommended that the Board of Trustees award Bid #2023-18.

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

Staff Recommendation:
It is recommended that the Board of Trustees approve the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorize proper disposal in accordance with Education Code Section 17545 or 17546. **[EXHIBIT AA]**

11.3 ***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 BB]

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

Staff Recommendation:
It is recommended that the Board of Trustees ratify the reports February 3, 2023, through February 22, 2023. **[EXHIBITS CC and DD]**

11.5 ***Check Register/Warrants Report***

Staff Recommendation:
It is recommended that the Board of Trustees ratify the report February 3, 2023, through February 22, 2023. **[EXHIBIT EE]**

11.6 **SUPPLEMENTAL INFORMATION**

11.6.1 ASB Fund, October 2022 **[EXHIBIT FF]**

11.6.2 Cafeteria Fund, December 2022 **[EXHIBIT GG]**

11.6.3 Enrollment, Month 6 **[EXHIBIT HH]**

EDUCATIONAL SERVICES

11.7 ***Revised Policy, Administrative Regulation 8200-R (AR 6164.6), Identification and Education Under Section 504,***

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

Current Consideration:
The current version of AR 8200-R identifies the District's 504 Coordinator as the Director, Curriculum and Instruction/Instructional Support Services. Following a title change to the position, this technical revision to AR 8200-R updates the title of the District's 504 to Director of Innovative Programs and Instructional Systems.

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 Administrative Regulation 8200-R (AR 6164.6), Identification and Education Under Section 504. **[EXHIBIT II]**

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

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

Current Consideration:
The Flippen Group will provide five Capturing Kids' Hearts sessions to District school sites. Services will be provided for up to 50 staff members in each session. The sessions will be scheduled in the spring, summer, and fall of 2023.

Budget Implication:
The total cost for the four sessions is not to exceed $131,500. (LCFF Funds)

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

11.9 ***Amendment, Independent Educational Evaluation Contract, Dr. Veronica Olvera, Neuro-Educational Clinic***

Background Information:
On April 7, 2022, the Board of Trustees approved a contract with Dr. Veronica Olvera, Neuro-Educational Clinic, to conduct an independent educational evaluation (IEE) of a student in the areas of psycho-education and transition. The deadline for completion of the IEE was December 31, 2022.

Current Consideration:
Due to scheduling issues, the parent was unable to obtain the IEE within the timeline provided by the contract. This amendment extends the deadline for completion of the IEE until June 30, 2023. All other terms and conditions remain intact.

Budget Implication:
There is no impact to the budget.

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

11.10 ***Agreement, Edmentum, Inc., Courseware***

Background Information:
Edmentum, Inc. provides digital curriculum, through Courseware for first time credit. Courseware will be provided for Alternative Education Independent Studies Schools. The digital Courseware curriculum will allow students to access UC-approved Core Courses, Electives, World Languages, Health and Physical Education for first time credit. This will allow for continuous and flexible learning where students can work on courses from home, school, or anywhere they have internet access. Teachers are able to manage and collect student work, provide access to real-time data, and provide students performance feedback.

Current Consideration:
Edmentum, Inc. Courseware licenses will provide first time credit opportunity to students through UC-approved digital curriculum. Services will be provided July 1, 2023, through August 20, 2026.

Budget Implication:
The total cost for these services is $112,060.25, which covers the cost of the licenses and customer success services. (LCFF Funds)

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

11.11 ***Agreement, Edmentum, Inc., APEX Licences***

Background Information:
Edmentum, Inc. provides APEX digital curriculum for credit recovery labs at each of the comprehensive high schools and the Independent Learning Centers (ILCs). These services have been provided since 2010 when Edmentum was formerly APEX Learning. The APEX curriculum allows students to access a broad range of UC-approved courses digitally, at any time of day. Students can work on courses from home, school, or anywhere they have internet access. Teachers are able to manage and collect student work, provide access to real-time data, and provide students performance feedback.

Current Consideration:
The current licenses under APEX Learning are due to expire August 20, 2023. Services will be provided August 21, 2023, through August 20, 2026.

Budget Implication:
The total cost for these services is $464,250, which covers the cost of the licenses and customer success services. (LCFF Funds)

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

11.12 ***Order Form, Edmentum, Inc.***

Background Information:
Edmentum, Inc. provides the digital curriculum for the Independent Learning Centers and credit recovery labs at each of the comprehensive high schools. The digital curriculum allows students to access a broad range of UC-approved courses at any time of day and to work from home, school, or anywhere they have internet access. It allows teachers to manage and collect student work, provide access to real-time data, as well as provide students with performance feedback.

Current Consideration:
The District will expand the current number of APEX licenses in order to serve additional students during summer school. Services will be provided June 12, 2023, through August 12, 2023.

Budget Implication:
The total costs for these services is not to exceed $50,000. (LCFF Funds)

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

11.13 ***Agreement, Real Inspiration, Inc.***

Background Information:
Keith Hawkins from Real Inspiration is an international speaker who conducts programs for over 400,000 students, parents, educators, leaders, and businesses annually. Keith is the co-author of *Teen Power* and *Go out and Make a Difference.* He is also featured in a national communication book called *Between One and Many*, and he spoke at the United Nation Global Summit on the behalf of America's youth.

Current Consideration:
The one-time assembly for 7th graders at Ball Junior High School is intended to provide a powerful message to help students build self-confidence, voice, and purpose. The assembly messages delivered by Keith Hawkins are customized to the school's particular goals. Services will be provided April 12, 2023.

Budget Implication:
Total cost for these services are not to exceed $3,800. (Site LCFF Funds)

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

11.14 ***Agreement, Royale Management Group, LLC***

Background Information:
Royale Management Group, LLC BMX program started in 1996, in San Diego, California. They serve the largest school districts in the country providing BMX assemblies in 18 states spanning from the East Coast to the West Coast, performing more than 10,000 shows nationwide.

Current Consideration:
Royale Management Group, LLC will provide a 40-minute Big Air BMX show to the students at Dale Junior High School. Their message focus is to promote a healthy lifestyle, anti-bullying, drug free, live your dreams, respect others, be motivated and stay in school. Professional BMX athletes delivering high performance skills and world-class entertainment perform the program. Services will be provided March 15, 2023.

Budget Implication:
The total costs for these services is not to exceed $1,794. (Site LCFF Funds)

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

11.15 ***Instructional Materials Submitted for Adoption***

The Instructional Materials Review Committee has recommended the selected materials for courses in English Language Arts. The books have been made available for public view.

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

11.16 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in English language arts and world languages. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees will be requested to consider adoption of the materials following the end of the period of public display, March 8, 2023, through April 13, 2023.

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

11.17 ***Individual Service Contracts***

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

11.18 ***Field Trip Report***

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

HUMAN RESOURCES

11.19 ***Second 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 school sites. 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 Appendix A-2. 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 ratify the agreement amendment. **[EXHIBIT UU]**

11.20 ***Certificated Personnel Report***

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

11.21 ***Classified Personnel Report***

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

SUPERINTENDENT'S OFFICE

11.22 ***Conferences and/or Meetings***

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

National Intercation Leadership Retreat, March 12-13, 2023, Palo Alto, CA at a cost not to exceed $600. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve for the superintendent to attend the retreat with payment of necessary expenses.

11.23 ***Board of Trustees' Meeting Minutes***

February 16, 2023, Regular Meeting **[EXHIBIT XX]**

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

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 meeting of the Board of Trustees will be held on Thursday, April 13, 2023, at 6:00 p.m.

Thursday, May 4
Thursday, June 8
Thursday, June 15
Thursday, July 20
Thursday, August 10
Thursday, September 14
Thursday, October 12
Thursday, November 16
Thursday, December 14

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 morales_p@auhsd.us by 5:00 p.m. on Friday, March 3, 2023.

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EXHIBIT B

Anaheim Union High School District
Home-to-School (HTS) Reimbursement Transportation Plan
2022-2023

Background:

Per Education Code (EC) Section 39800.1, as a condition of receiving apportionments for Transportation Services (under EC Section 41850.1), a local educational agency shall develop a plan describing the transportation services. The plan shall be presented and adopted by the governing board of the local educational agency on or before APRIL 1, 2023 in an open meeting with the opportunity for in-person and remote public comment. The plan may provide for the local educational agency to partner with a municipally owned transit system to provide service pursuant to this section to middle school and high school pupils. Nothing in a local educational agency's plan shall preclude a local educational agency from providing no-cost transit passes to pupils.

Transportation Department:

Description: The Transportation Department consists of 80, highly motivated staff serving the needs of Anaheim Union High School District's students. The pledge made by each driver and staff is, to provide the safest, and most efficient transportation possible to students and schools. The District owns 91 buses (60 or less passengers), 78 buses are low/no emission, and currently operates 65 bus routes for students with disabilities and general education (inclusive of Low-income, English Learners, Foster Youth, and McKinney-Vento/Homeless) students. These buses traveled a total of 656,680 miles in the 2021-2022 year. The Transportation Department is proud of the diverse fleet of buses, and they are working towards maintaining a fleet that serves the environment and our community.

Transportation Services:

1. Enter description of transportation services offered to pupils, and how it will prioritize planned transportation services for pupils in transitional kindergarten, kindergarten, and any of grades 1 - 6 inclusive and pupils who are low income.

Description: The District provides home-to-school transportation to students, as necessary, to ensure access to the education program, promote regular attendance, and reduce tardiness (Board Policy 5110 [3450]). The District prioritizes the needs of Unduplicated Students (Low-income, English Learners, and Foster Youth) and has designed transportation routes and stops within the District boundaries. Students access transportation services to and from school when the distance between their school-established bus stop and the school is beyond the minimum 2.5 miles (Board Policy 5110.1 [3541]). In 2021-2022, the District transported 1,859 students; 952 in general education; and 907 students with disabilities. The District has prioritized transportation for low-income students residing in the bussing boundaries of, and attending, Lexington Junior High School, Oxford Academy, South Junior High School, Sycamore Junior High School, and Katella High School. The majority of the District-wide ridership that are general education students are primarily from schools with an 82 percent or higher low-income rate. The District's Transportation Department coordinates with the school sites to provide students with an intent to ride form. This form affirms that students live within the boundaries of the school site. Students are issued bus passes that they scan on and off the buses using the District's Zonar scanner. These scanners are used to maximize student safety in an event of an emergency, by providing student demographic information.

2. Enter description of LEA's transportation services that would be accessible to pupils with disabilities, and homeless children and youth.

Description: Pupils with Disabilities: The District provides appropriate transportation services for students with disabilities, when the District is the student's district of residence and the transportation services are required by the student's Individualized Education Plan (IEP) or a 504 Accommodation Plan (Board Policy 5110.2 [3541.2]). In accordance with Board Policy 5110.2 (3541.2), the specific needs of the student is the primary consideration when an IEP team is determining the student's transportation needs. Consideration may include, but are not limited to, the student's health needs, travel distance, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, mid day or other transportation needs. Student Youth Services (SYS) communicates with the District Transportation Department to coordinate transportation services as specified in a student's IEP or 504 plan. The identified transportation needs are provided at no cost to the student, parent, and/or guardian. In 2021-2022, the District provided home-to-school transportation to 907 students with disabilities in accordance with their IEP or 504 plan.
Homeless Students: The District provides home-to-school transportation to homeless students in accordance with law, Board Policy 5110.1(3541), and Administrative Regulations (42 USC 11432). Students designated as homeless are identified, monitored, and serviced by School Mental Health and Wellness, McKinney-Vento/Foster Youth Programs. Under the direction of the Director of School Mental Health and Wellness, staff work to ensure homeless students are transported to and from school, as necessary. Upon identified need homeless youth may receive a free bus pass to use the public bus system. All other transportation requests, are sent to the District's School Mental Health and Wellness, McKinney-Vento/Foster Youth office for review. The District transportation office is consulted to provide transportation on existing bus routes. On a case-by-case basis, students may receive door-to-door pick-up and drop-off, as a temporary service. All transportation services are provided for the current academic year, and reviewed each new academic school year.

3. Enter description of how unduplicated pupils, would be able to access available home-to-school transportation at no-cost to the pupils.

Description: The District considers the needs of unduplicated students in the development of all transportation services. Students receive District transportation services at no charge to the extent to which, students are eligible and in accordance with law, Board Policy, and Administrative Regulation. The District provides home-to-school transportation to students, as necessary, to ensure access to the education program, promote regular attendance, and reduce tardiness (Board Policy 5110 [3450]). The District prioritizes the needs of unduplicated students (Low-income, English Learners, and Foster Youth) and has designed transportation routes and stops within the District's boundaries.

Foster Youth: The unique needs of foster youth students are identified, monitored, and serviced by School Mental Health and Wellness, McKinney-Vento/Foster Youth Programs. Under the direction of the Director of School Mental Health and Wellness, staff coordinate services for foster youth students living and/or attending schools within the boundaries of the District. Staff work to ensure foster youth students are transported to and from school, as necessary. Following the evaluation of the students transportation needs the District provides the best available mode of transportation option for the foster youth student(s). Once transportation is deemed a need for a foster youth the District provides transportation at no cost to the students or family. Transportation to and from the school of origin and the foster placement, will be provided for the duration of the student's time in foster care as long as it continues to meet the student's needs. All transportation services are reviewed each new academic school year and/or upon change of foster care placement.

Consultations:

Enter description of the plan consultation (classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents, pupils and other stakeholders).

Description: In accordance with Education Code 39800.1, the District sought input from Education Partners (students, parents, staff, school administrators, District Directors, District Coordinators and Regional Local Transit Authorities). The Transportation Department met with a parent community group in the spring of 2022, and in the fall of 2022, in order to gain input on how to best support and improve home-to-school transportation services for our students and community. Additionally, consultation also took place at the District office between the Business office, Transportation Department, Special Youth Services, School Mental Health and Wellness, McKinney-Vento/Foster Youth Programs, and the Educational Services Department.

Revenue Calculation:

Total 2021-22 Transportation Expenses (Function 3600)	7,659,066
Less Capital Outlay (object 6000, Function 3600)	6,558
Less Nonagency Expenditures (Goal 7110,7150, Function 3600)	-
Estimated 60% Reimbursement	4,591,505.03
Less 2021-22 Transportation add-on (from LCFF Calculator)	723,502.00
Total Revenue (Object 8590, Resource 0000):	3,868,003.03

Expenditures and Other Financing Uses:

2000-2999 - Classified Salaries	4,423,724.00
3000-3999 - Employee Benefits	2,750,181.00
4000-4999 - Books and Supplies	685,383.00
5000-5999 - Services and other Operating Expenditures	(206,780.00)
6000-6999 - Capital Outlay	6,558.00
7000-7999 - Other Outgo	-
Total Expenditures:	**7,659,066.00**

Board Approval Date: *(must be on or before April 1, 2023)*

The Home-to-School (HTS) Reimbursement Transportation plan and revenue calculations were developed in accordance with Education Code Sections 39800.1 and 41850.1.

EXHIBIT C

Anaheim Union High School District
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Savanna High School	Date of Application:	01-24-2023

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

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

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

Name of proposed group:

Astronomy (

Purpose of the group:

The purpose of the Astronomy club is for the students at Savanna High School to get an opportunity to explore life outside of our planet. They will be able to learn about the science behind everything that occurs in space. This is a very interactive club where members can choose the topics they'd like to learn about to give them a chance at using their voice. Because Astronomy is a part of STEM, we will be able to explore STEM fields that correlate with Astronomy.

Frequency of group meetings:

Every other week

Proposed meeting day, time and location:

Day:	Tuesday	Time:	Lunch	Location:	Room 55

Applicant's Signature:		Date:	01-24-23
Printed Name:	Amy Llamas		
Advisor's Signature:		Date:	1/25/23
Printed Name:	Wes Sircable		
Principal's Signature:		Date:	1/31/23
Printed Name:	Mike Pooley		

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

Assistant Superintendent's Signature:		Date:	2/23/22

Dr. Jaron Fried

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

EXHIBIT D

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

ADJUSTMENTS TO INCOME AND EXPENDITURES (GENERAL FUND)

RESOLUTION NO. 2022/23-B-10

March 7, 2023

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

WHEREAS, the Board of Trustees of the Anaheim Union High School District determined that income for the District in the amount required to finance the total budget, expenditures and transfers for the current fiscal year from sources listed in California Education Code Sections 42602/42610; and

WHEREAS, the Board of Trustees of the Anaheim Union High School District can show just cause for adjustments to income and expenses per attached schedule of adjustments.

NOW, BE IT FURTHER RESOLVED, that the Board of Trustees approves the adjustments to fund balance per attached schedule of adjustments.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on March 7, 2023, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 7th day of March 2023, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of March 2023.

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

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

FOR ADJUSTMENTS TO INCOME AND EXPENDITURES (GENERAL FUND)

RESOLUTION NO. 2022/23-B-10

March 7, 2023

Schedule of Adjustments

Budgetary Account Number	Income Source	Amount
8010-8099	Local Control/Property Tax	$ 45,046.00
8100-8299	Federal Revenues	(45,147,929.00)
8300-8599	Other State Revenues	(7,488,272.00)
8600-8799	Other Local Revenues	4,090,885.00
8930-8979	Other Sources/Uses	-
	Increase (Decrease) to Revenue	$ (48,500,270.00)
	Expenditure	
1000-1999	Certificated Salaries	$ 4,798,459.00
2000-2999	Classified Salaries	(587,202.00)
3000-3999	Employee Benefits	858,479.00
4000-4999	Books and Supplies	(9,171,280.00)
5000-5999	Services, Other Operating	11,347,047.00
6000-6999	Capital Outlay	(35,347,989.00)
7100-7499	Other Outgo	-
7600-7629	Transfers In/Out	-
	Increase (Decrease) to Expenditures	$ (28,102,486.00)
	Fund Balance Accounts	
9711	Nonspendable Revolving Cash	-
9712	Nonspendable Stores	$ -
9713	Prepaid Expenditures	-
9740	Restricted	(1,550,391.00)
9760	Other Commitments	(2,416,125.00)
9780	Other Assignments	-
9789	Reserve for Economic Uncertainties	(842,988.00)
9790	Unappropriated Fund Balance	(15,147,330.00)
9799	Beginning Fund Balance Adjustment	1.00
	Increase (Decrease) to Fund Balance	$ (19,956,833.00)

EXHIBIT E

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

ADJUSTMENTS TO INCOME AND EXPENDITURES (VARIOUS FUNDS)

RESOLUTION NO. 2022/23-B-11

March 7, 2023

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

WHEREAS, the Board of Trustees of the Anaheim Union High School District determined that income for the District in the amount required to finance the total budget, expenditures, and transfers for the current year from sources listed in California Education Code Sections 42602/42610; and

WHEREAS, the Board of Trustees of the Anaheim Union High School District can show just cause for adjustments to income and expenses per attached schedule of adjustments.

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees approves the adjustments to fund balance per attached schedule of adjustments.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on March 7, 2023 by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 7th day of March 2023, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of March 2023.

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

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

FOR ADJUSTMENTS TO INCOME AND EXPENDITURES (VARIOUS FUNDS)

RESOLUTION NO. 2022/23-B-11

March 7, 2023

Schedule of Adjustments

	FUND DESCRIPTION						
Object Code and Description	DEFERRED MAINT FUND	GO BOND 2014 SERIES 2019	CAPITAL FACILITIES FUND	CAPITAL FACILITIES AGENCY RDA	SCHOOL FACILITIES FUND	SPECIAL RESERVE	SPECIAL RESERVE 2017 COP PROJECTS
8000 - ALL REVENUE SOURCES	$ 47,946.00	$ 390,636.00	$ (1,686.00)	$ 458,657.00	$ -	$ 186,356.00	$ (36,454.00)
1000 - CERTIFICATED SALARIES	-	-	-	-	-	-	-
2000 - CLASSIFIED SALARIES	30.00	-	3,072.00	-	-	-	-
3000 - EMPLOYEE BENEFITS	-	-	1,108.00	-	-	-	-
4000 - BOOKS AND SUPPLIES	-	-	-	-	-	-	-
5000 - SVCS & OTHER OPER EXP	369.00	-	209.00	-	-	846.00	8,936.00
6000 - CAPITAL OUTLAY	(5,336,720.00)	(1,205,146.00)	(3,963,144.00)	(3,818,500.00)	-	(17,739,502.00)	(771,726.00)
7000 - OTHER OUTGO	-	-	-	-	-	-	-
INCREASE (DECREASE) TO EXPENDITURES	(5,336,321.00)	(1,205,146.00)	(3,958,755.00)	(3,818,500.00)	-	(17,738,656.00)	(762,790.00)
FUND BALANCE INCREASE (DECREASE)	$ 5,384,267.00	$ 1,595,782.00	$ 3,957,069.00	$ 4,277,157.00	$ -	$ 17,925,012.00	$ 726,336.00

EXHIBIT F, 2022-23 Second Interim Report, is included as a separate attachment.

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

Approval of Notice of Exemption for the Katella High School Pool Restoration/Rehabilitation Project

RESOLUTION NO. 2022/23-F-08

March 7, 2023

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

WHEREAS, on June 16, 2022, the Anaheim Union High School District's (District) Board of Trustees (Board) adopted the updated 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 Katella High School, located at 2200 E. Wagner Road, in the city of Anaheim, County of Orange, State of California; and

WHEREAS, the Katella High School Pool Restoration/Rehabilitation Project (Project) is one of the projects identified in the adopted FMP; and

WHEREAS, on March 7, 2023, the Board ratified the award of a public works contract for the Project; and

WHEREAS, the scope of work for the Project includes: (1) Restoration/rehabilitation of the existing twenty-five meter non-operational pool with a seven foot deep new pool of the same footprint; (2) Modernization of the coaches office and the existing pool equipment building that will be outfitted with new energy efficient equipment; (3) Reconfiguration of the existing pool equipment building to accommodate a new all gender restroom; (4) Installation of new shade structure with tiered bleacher spectator seating; (5) Installation of security fencing and gates at pool facility perimeter; (6) Technology infrastructure; and (7) Installation of surveillance cameras and exterior lighting.

WHEREAS, the Board has determined that the Project is categorically 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, and 15311 of the California Code of Regulations, as the Project consists of the demolition and removal of accessory structures; minor alterations of existing public structures and facilities involving negligible or no expansion of use; the replacement of existing structures and facilities where the new structures will be located on the same site and will have substantially the same purpose and capacity as the structure replaced; the construction and location of limited numbers of new, small structures and facilities and the installation of small new equipment in a small structure; 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 March 7, 2023, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board at the regular meeting thereof held on the 7th day of March 2023, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of March, 2023.

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

EXHIBIT "A"

NOTICE OF EXEMPTION

Notice of Exemption

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

[X] Orange County Clerk-Recorder Dept.
County Admin. South Building
601 N. Ross Street
Santa Ana, CA 92701

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

Project Title: Katella High School Pool Restoration/Rehabilitation Project

Project Applicant: Anaheim Union High School District

Project Location Specific: Katella High School, 2200 E. Wagner Road, Anaheim, CA 92806

Project Location – City: Anaheim Project Location – 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 and parents, staff, teachers, and administrators, and the surrounding community.

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))
[X] Categorical Exemption. State type and section number: Please refer to the Attachment to NOE
[ ] Statutory Exemptions. State Code number:

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: 3/8/2023 Title: Assistant Superintendent, Business
Nancy C. Nien, Ph.D.

[X] Signed by Lead Agency [ ] Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

ATTACHMENT TO NOTICE OF EXEMPTION
Anaheim Union High School District
Katella High School Restoration/Rehabilitation Project

Description of Nature, Purpose, and Beneficiaries of Project: The project includes (1) Restoration/rehabilitation of the existing twenty-five meter non-operational pool with a seven foot deep new pool of the same footprint; (2) Modernization of the coaches office and the existing pool equipment building that will be outfitted with new energy efficient equipment; (3) Reconfiguration of the existing pool equipment building to accommodate a new all gender restroom; (4) Installation of new shade structure with tiered bleacher spectator seating; (5) Installation of security fencing and gates at pool facility perimeter; (6) Technology infrastructure; and (7) Installation of surveillance cameras and exterior lighting.

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); 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 restoration/rehabilitation of the existing twenty-five meter non-operational pool with a seven foot deep new pool of the same footprint is categorically exempt pursuant to Section 15301, as it consists of the demolition and removal of accessory structures (see paragraph (l)-(4)); Section 15302, as it consists of the replacement of existing structures and facilities where the new structures will be located on the same site and will have substantially the same purpose and capacity as the structures replaced; and Section 15311, as it consists of the construction and placement of minor structures accessory to existing institutional facilities.

(2) The modernization of the coaches office and the existing pool equipment building that will be outfitted with new energy efficient equipment is categorically exempt pursuant to Section 15301, as it consists of minor alterations of existing public facilities involving negligible or no expansion of use.

(3) The reconfiguration of the existing pool equipment building to accommodate a new all gender restroom is categorically exempt pursuant to Section 15301, as it consists of minor alterations of existing public facilities involving negligible or no expansion of use.

(4) The installation of a new shade structure with tiered bleacher spectator seating 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.

(5) 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.

(6) Technology infrastructure is categorically exempt pursuant to Section 15301, as it consists of the maintenance and minor alteration of an existing public facility or mechanical equipment involving negligible or no expansion of use; and Section 15302, as it consists of the replacement of existing systems or facilities where the new systems or facilities will be located on the same site and will have substantially the same purpose and capacity as the systems or facilities being replaced.

(7) The installation of surveillance cameras 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.

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

AUTISM AWARENESS MONTH

RESOLUTION NO. 2022/23-E-19

March 7, 2023

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

WHEREAS, autism is a complex neurobiological disorder that typically lasts throughout a person's lifetime. It is part of a group of disorders known as autism spectrum disorders (ASD), autism impairs a person's ability to communicate and relate to others; and

WHEREAS, an ASD begins before the age of 3 and lasts throughout a person's life, ASDs occur in all racial, ethnic, and socioeconomic groups and are four times more likely to occur in boys than in girls; and

WHEREAS, autism symptoms can range from very mild to quite severe; parents are usually the first to notice unusual behaviors in their child or their child's failure to reach appropriate developmental milestones. Scientists think that both genes and the environment play a role, and there might be many causes that lead to ASDs; and

WHEREAS, currently, there are no effective means to prevent autism, no fully effective treatments, and no cure. Research indicates, however, that early intervention in an appropriate educational setting for at least two years during the preschool years can result in significant improvements for many young children with autism spectrum disorders.

NOW, THEREFORE, BE IT RESOLVED; that the Anaheim Union High School District Board of Trustees does hereby support and designate April 2023 as Autism Awareness Month.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on March 7, 2023, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 7th day of March 2023, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of March 2023.

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

EXHIBIT I

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

CESAR CHAVEZ DAY

RESOLUTION NO. 2022/23-E-20

March 7, 2023

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

WHEREAS, the rights and benefits working Americans enjoy today were not easily gained; they had to be won; and

WHEREAS, it took generations of courageous men and women, fighting to secure decent working conditions, organizing to demand fair pay, and sometimes risking their lives; and

WHEREAS, some, like Cesar Estrada Chavez, made it the cause of their lives; and

WHEREAS, Cesar Chavez spent his youth moving across the American Southwest, working in fields and vineyards, and experiencing firsthand the hardships he would later crusade to abolish; and

WHEREAS, at the time, farmworkers were deeply impoverished and frequently exploited, exposed to very hazardous working conditions; and

WHEREAS, after serving in the U. S. Navy, Cesar Chavez became a community organizer and began his lifelong campaign for civil rights and social justice; and

WHEREAS, applying the principles of nonviolence, he led workers in marches, strikes, and boycotts, focusing our Nation’s attention on their plight and using the power of picket lines to win union contracts; and

WHEREAS, few Americans have led this charge so tirelessly and for so many.

NOW, THEREFORE, BE IT RESOLVED that the Anaheim Union High School District Board of Trustees proudly celebrates Cesar Chavez's legacy and the progress achieved by all who stood alongside him by observing April 1, 2023, as Cesar Chavez Day.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on March 7, 2023, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 7th day of March 2023, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of March 2023.

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

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

National Child Abuse Prevention Month

RESOLUTION NO. 2022/23-E-21

March 7, 2023

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

WHEREAS, the Anaheim Union High School District and other local organizations acknowledge April 2023 as national Child Abuse Prevention Month; and

WHEREAS, in 2001, the United States reported spending $258 million dollars each day as a direct or indirect result of the abuse and neglect of the Nation's children; and

WHEREAS, by calling attention to the need for public education and community services to help prevent child abuse and neglect, these groups hope to reduce the impact to children and families; and

WHEREAS, the future of our community depends on promoting policies and services that support healthy childhood development and strengthen families; and

WHEREAS, everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in a safe, nurturing environment; and

WHEREAS, the prevention of child abuse and neglect represents a worthy commitment to our children's future:

NOW, THEREFORE, BE IT RESOLVED that the Anaheim Union High School District Board of Trustees proudly joins in the National Child Abuse Prevention Month, April 2023, to support the needs of children in our community as our most precious resource.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on March 7, 2023, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 7th day of March 2023, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of March 2023.

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

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

Arab American Heritage Month

RESOLUTION NO. 2022/23-E-22

March 7, 2023

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

WHEREAS, on March 22, 2018, Senate Concurrent Resolution 123 was introduced in the California Legislature seeking bicameral support for designating April 2023 as Arab American Heritage Month; and

WHEREAS, the Anaheim Union High School District (District) has seen a significant increase in Arab student enrollment and has recognized the contributions of Arab American students, families, and community members; and

WHEREAS, in the 2017-18 school year, the District created an Arabic language course at Western High School, which the District intends to expand to other schools; and

WHEREAS, for over a century, Arab Americans have been making valuable contributions to virtually every aspect of American society, including medicine, law, business, technology, government, and culture; and

WHEREAS, since migrating to the United States, men and women of Arab descent have shared their rich culture and traditions with neighbors and friends, while also setting fine examples of model citizens and public servants; and

WHEREAS, Arab migrants to the United States brought with them their resilient family values, strong work ethic, dedication to education, and diversity in faith and creed that have added strength to our great democracy; and

WHEREAS, Arab Americans have also enriched our society by embracing the American spirit of opportunity that makes our nation free and prosperous; and

WHEREAS, the history of Arab Americans in American life often remains neglected or defaced by misunderstanding, bigotry, and anti-Arab hate in the form of crimes and speech; and

WHEREAS, issues currently affecting Arab Americans, such as civil rights abuses, harmful stereotyping, harassment, and bullying, must be combated in the forms of education and awareness; and

WHEREAS, Arab Americans join all Americans in the desire to see a peaceful and diverse society, where every individual is treated equally and feels safe; and

WHEREAS, the immense contributions and heritage of Arab Americans have helped us build a better nation;

NOW, THEREFORE BE IT RESOLVED, that the Anaheim Union High School District celebrates the countless contributions that Arab Americans have made to American society and the State of California, and that the Board of Trustees of the Anaheim Union High School District hereby proclaims the month of April 2023 to be Arab American Heritage Month.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on March 7, 2023, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof, held on the 7th day of March 2023, 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 7th day of March 2023.

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

EXHIBIT L

BEFORE THE BOARD OF TRUSTEES OF THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
COUNTY OF ORANGE, STATE OF CALIFORNIA

RESOLUTION NO. 2022/23-HR-03

March 7, 2023

PRELIMINARY RESOLUTION
REDUCTION OR ELIMINATION OF PARTICULAR
KINDS OF SERVICES PERFORMED BY CERTIFICATED EMPLOYEES
(Education Code §§ 44949 and 44955)

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

WHEREAS, Education Code sections 44949 and 44955 require action by the Board of Trustees to reduce or eliminate services and permit the layoff of certificated employees; and

WHEREAS, the Superintendent of the Anaheim Union High School District has recommended to the Board of Trustees that particular kinds of services be reduced or eliminated no later than the end of the 2022-2023 school year; and

WHEREAS, the Board of Trustees has determined that a reduction or elimination of particular kinds of services is needed no later than the end of the 2022-2023 school year; and

WHEREAS, it will be necessary to reduce the number of certificated employees of the District as a result of the reduction or elimination of particular kinds of services; and

WHEREAS, the District currently employs permanent, probationary, temporary/categorical, and substitute certificated employees; and

WHEREAS, the Board of Trustees has considered all positively assured attrition which has occurred to date, that is, all releases of temporary certificated employees, deaths, resignations, retirements, and other permanent vacancies, in reducing these services and, in addition to the attrition already assured, finds it necessary to reduce additional particular kinds of services; and

WHEREAS, any additional attrition will be taken into account by Administration to determine whether the number of permanent and probationary employees affected by the reduction or elimination of particular kinds of services may be mitigated.

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

1. That all of the foregoing recitals are true and correct.

Services to Be Reduced or Eliminated

2. That the Board of Trustees determines to reduce or eliminate the positions set forth in Exhibit A, attached hereto, by subject classification and full-time equivalent, no later than the end of the 2022-2023 school year.

3. That because of the elimination and reduction of particular kinds of services listed in Exhibit A and referenced above, it is necessary to terminate, at the end of the 2022-2023 school year, certificated employees equal in full-time equivalents to the positions affected by the reduction or elimination of the particular kinds of service.

4. That in identifying the particular kinds of services listed in Exhibit A and referenced above for reduction or elimination, the Board of Trustees confirms that all programs and services performed by certificated employees of the District that are not so identified shall be maintained and staffed with individuals who are both competent and credentialed to perform such services. The Board of Trustees reserves the right to identify additional services for reduction or elimination.

Seniority of Probationary and Permanent Certificated Employees

5. That seniority shall be determined by the first date of paid service as an employee in a probationary position and as defined by law.

6. That in selecting those probationary and permanent certificated employees who shall receive notice of termination pursuant to this Resolution, Education Code section 44955 requires the Board of Trustees to state specific criteria to be used in determining the order of termination of certificated employees who first rendered paid service to the Board of Trustees in a probationary position on the same date.

7. That the criteria selected by the Board of Trustees are listed in Exhibit B, attached hereto.

Deviation from Seniority-based Layoffs and Displacement Rights

8. That in selecting those probationary and permanent certificated employees who shall receive notice of termination pursuant to this Resolution, Education Code section 44955 allows the Board of Trustees to deviate from terminating a certificated employee in order of seniority by virtue of their credential(s), assignment, and the specific needs of the District and its students.

9. That the criteria, which shall be established by testimony and other evidence, applied to deviate from terminating certificated employees who may otherwise be terminated by order of seniority, are based on the needs of the students of the District, and will ensure that, unless permitted by law, no employee will be terminated while a less senior employee is retained to render service, that the more senior employee is both certificated and competent to render.

10. That in observing the statutory rights of more senior certificated employees performing services in a subject matter or field identified by the District for reduction or elimination to displace a less senior certificated employee, a more senior certificated employee may displace a less senior certificated employee if it is established to the satisfaction of the District that the more senior certificated employee is competent and credentialed to render the services performed by a less senior certificated employee. That "competency" as described in Education Code section 44955(b) for the purposes of bumping shall necessarily include: (1) current possession of a valid clear or preliminary credential in the subject(s), grade level, or position to which the employee will be assigned at the beginning of the 2023-2024 school year; (2) appropriate full (not emergency) EL authorization (if required by the position); (3) in the case of displacing junior employees teaching in a departmentalized setting, single subject credential(s) or subject matter authorization in that subject area; (4) in the case of displacing junior employees teaching in a high school departmentalized setting, single subject credential(s) in that subject area; (5) any training and experience necessary to meet the job requirements of specialized positions; and (6) and has previously taught the subject(s) taught by the junior employee, or performed the service performed by the union employee, in the District for one complete school year within the last five school years.

11. That, unless permitted by law, no employee will be terminated while a less senior employee is retained to render a service in a position for which the more senior employee is both certificated and competent for the entire assignment of the less senior employee (no fractional bumping).

Preliminary Notices of Layoff to Probationary and Permanent Employees

12. That the Superintendent or designee will send appropriate notices to all probationary and permanent employees possibly affected by the reduction and elimination of particular kinds of service. The notices shall state it has been recommended that each of their services will not be required for the 2022-2023 school year, pursuant to Education Code sections 44949 and 44955.

13. That the Superintendent or designee is delegated authority to take all actions necessary and appropriate to the accomplishment of the purposes of this Resolution.

Assignments, Reassignments, and Reduction of 6/5th Positions

14. The Superintendent or designee will take appropriate action to assign, reassign, and reduce $6/5^{th}$ assignments in addition to eliminating and reducing the particular kinds of services listed in Exhibit A.

The foregoing Resolution was **PASSED** and **ADOPTED** at a regular meeting of the Board of Trustees of the Anaheim Union High School District on the 7th day of March, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA]
]
COUNTY OF ORANGE]

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District, Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting thereof held on the 7th day of March 2023 at its regular place of meeting, and passed by a roll call vote of all members of said Board, and which resolution is on file in the office of said Board.

IN WITNESS WHEROF, I have hereunto set my hand and seal this 7th day of March 2023.

Michael B. Matsuda
Superintendent and Secretary to the
Board of Trustees
Anaheim Union High School District
County of Orange, State of California

EXHIBIT A

Reduction or Elimination of Certain Certificated Services

The following particular kinds of services are to be reduced or eliminated at the end of the 2022-2023 school year:

PARTICULAR KINDS OF SERVICE OR PROGRAM CERTIFICATED POSITIONS	NUMBER OF FULL-TIME EQUIVALENTS
English (Permanent)	7
English (Temporary)	19
Physical Education (Permanent)	9
Physical Education (Temporary)	2

EXHIBIT B

Criteria to Be Applied to Determine Order of Layoff for Certificated Employees with the Same Date of First Paid Probationary Service

The following criteria will be applied in the priority order indicated to determine which certificated employees meet the particular needs of the District in the event all certificated employees with the same seniority date are not terminated. Each criterion shall be used only if application of the preceding criteria does not resolve all ties between employees having the same seniority date. These criteria meet the particular needs of the District at this time:

1. Rank by Years of Temporary Service

    a. Persons with three or more years temporary status prior to probationary year
    b. Persons with two years temporary status prior to probationary year
    c. Persons with one year temporary status prior to probationary year

2. Rank by Credential/Authorization

    a. Persons with clear single-subject credential / Level 2 Special Education Credential.
    b. Persons with preliminary single-subject credential / Level 1 Special Education Credential
    c. Persons with two (2) or more single subject credentials

3. Rank by Special Authorization/Services

    a. Persons with BCLAD certification authorizing instruction to EL students
    b. Persons with other certifications authorizing instruction to EL students
    c. Persons who are currently assigned to one of the following specialized assignments listed as follows, not listed in priority order:

        - Activities Director (JH or SH)
        - Athletic/Intramural Sports Director
        - Department Chair (JH or SH)

4. Rank by Service in Areas with Extra Service Pay (ESP)

    a. Persons serving in additional areas with Extra Service Pay

5. Rank by Advanced Certification/Degree

    a. Persons who are National Board Certified Teachers (NBCT)
    b. Persons with a Doctoral Degree
    c. Persons with a Master's Degree

6. Rank by Prior Service to the District

a. Persons with additional service to the District in a certificated, nonteaching position
b. Persons with additional service to the District in a non-certificated, paid position

It is agreed that in the event the District is still unable to select employees to be terminated using the above criteria, then a lottery shall be used to determine employment rights as between employees with the same initial service who are equally competent.

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

RESOLUTION NO. 2022/23-HR-04

March 7, 2023

RESOLUTION REGARDING CLASSIFIED LAYOFF DUE TO EXPIRATION OF CATEGORICALLY FUNDED PROGRAM

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

WHEREAS, Education Code sections 45117 and 45308 provide that classified employees shall be subject to layoff or partial layoff for lack of work or lack of funds; and

WHEREAS, Education Code section 45117(g) states, "when classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights"; and

WHEREAS, a specially funded program, the Elementary and Secondary School Emergency Relief Fund, shall expire at the end of the 2022-2023 school year; and

WHEREAS, the Anaheim Union High School District Board of Education has determined it necessary to reduce or eliminate the classified positions set forth below effective the final day of the 2022-2023 school year due to the expiration of a specially funded program pursuant to Education Code section 45117(g); and

NOW, THEREFORE, BE IT RESOLVED by the Anaheim Union School District Board of Education, as follows:

A. That the foregoing is true and correct.

B. That due to the expiration of a specially funded program, the following classified positions shall be reduced or eliminated effective the employee's final work day of the 2022-2023 school year:

1. School Community Liaison (Spanish) (8 hours / 10 months) 7.0 FTE shall be eliminated.

2. College and Career Readiness (40 hours / 11 months) 9.0 FTE shall be eliminated.

C. That the classified employees holding the position identified above be reduced by layoff as specified herein pursuant to Education Code section 45117, provided that affected employee receive no less than 60 days' notice of layoff.

D. That the effective date of the layoff shall be employee's final work day of the 2022-2023 school year; or at the end of the 60-day notice period, whichever is later.

E. That the Superintendent's designee is directed to send the appropriate notice to the employees whose position is affected by virtue of this action in accordance with the provisions of the Education Code and Article 11.20 of the agreement between the District and the California School Employees Association, and to afford said employee all rights to which they are entitled under the law.

F. That the Superintendent's designee is delegated the authority to take all actions necessary and proper to the accomplishment of the purposes of this Resolution.

G. That employees laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code section 45298.

The foregoing Resolution was **PASSED** and **ADOPTED** at a regular meeting of the Board of Trustees of the Anaheim Union High School District on the 7th day of March, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District, Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the foregoing is a full, true, and correct copy of a resolution adopted by said Board at a regular meeting thereof held on the 7th day of March 2023 at its regular place of meeting, and passed by a roll call vote of all members of said Board, and which resolution is on file in the office of said Board.

IN WITNESS WHEROF, I have hereunto set my hand and seal this 7th day of March 2023.

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

EXHIBIT N

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

SUPPORTING THE ADDITION OF A NINTH INDICATOR TO THE CALIFORNIA COLLEGE/CAREER (CCI) DASHBOARD

RESOLUTION NO. 2022/23-BOT-03

March 7, 2023

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

WHEREAS, in recent decades, the California education accountability system has continued to be narrowly focused on a few core academic disciplines, and statewide assessments are still the major basis for determining whether a school district is low or high performing; and

WHEREAS, while these are well-intentioned efforts and may be necessary, the novel coronavirus pandemic has elevated Californians' interest in educating the whole child in order to better prepare our young people for future success; and

WHEREAS, California's youth face unprecedented challenges in their lifetimes including devastating impacts of climate change, growing food and healthcare insecurity, and erosion of democratic institutions and practices; and

WHEREAS, California state leaders have approved unprecedented levels of funding to support education, with investments in community schools, expanded learning, early childhood education, mental health, the teacher pipeline, college and career pathways, a-g success, visual and performing arts, and more offering a unique opportunity for schools and districts to more broadly define student success and better prepare young people for their futures; and

WHEREAS, California's current academic success measures paint an incomplete picture of students' career and college readiness because vital career and life skills like *critical thinking, collaboration, creativity, communication, compassion, and civic engagement* are not included in the College/Career Readiness state dashboard; and

WHEREAS, many economists believe that automation, not outsourcing, will result in the loss of more than 1.5 million manufacturing employment sector jobs and that new jobs will replace them that will require workers to obtain new skill sets to adequately fill the roles for the future of work; and

WHEREAS, a growing body of research suggests that participation in secondary career preparedness programs can lead to better outcomes for students, particularly in relation to high school graduation and employability after high school; and

WHEREAS, Student voice helps to increase engagement, belonging, builds positive relationships and leads to more agency in public schools.

WHEREAS, a growing number of California's school districts and communities have done groundbreaking work to pilot graduate student profiles and capstone portfolios

including teaching and learning strategies that better prepare youth with these career and civic engagement skills.

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Anaheim Union High School District respectfully requests that the California Legislature, to better prepare students for the 21st Century workforce, ensure students are engaged civically with their local communities, and provide greater equity and access to college and career opportunities, approve legislation directing the State Board of Education and California Department of Education to add a ninth College and Career Readiness Indicator allowing school districts to use a locally adopted graduate student profile/capstone as a recognized completion metric under the College and Career Indicators (CCI), with the expectation that districts utilizing this option will integrate the State Seal of Civic Engagement, or other demonstration of student civic engagement, as a component of their graduate student profile/capstone, in a manner consistent with the Legislature's/state's commitment to diversity, equity, and inclusion.

BE IT FURTHER RESOLVED, that the Board of Trustees directs the clerk or executive officer to transmit official copies of this resolution to the following: the District's local California State Legislators, the California State Board of Education, the State Superintendent of Public Instruction, and the California School Boards Association.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on March 7, 2023, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 7th day of March 2023, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of March 2023.

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

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

LAND ACKNOWLEDGMENT

RESOLUTION NO. 2022/23-BOT-04

March 7, 2023

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

WHEREAS, a land acknowledgment is a formal statement recognizing the history, presence, and connection of Indigenous people to specific land; and

WHEREAS, acknowledging Indigenous land is an important way to honor, respect, and express gratitude to Indigenous people, their elders past and present, their future generations, and their traditional territories; and

WHEREAS, land acknowledgment is a step toward building a more inclusive future, correcting the ongoing erasure of Indigenous peoples' voices, lives, and history, and providing an entry point and pathway for education; and

WHEREAS, the Los Angeles Basin, including northern Orange County and the cities of Anaheim, Buena Park, Cypress, La Palma, and Stanton, comprises part of Tovaangar, the ancestral land and territory of the Gabrielino/Tongva people.

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Anaheim Union High School District respectfully acknowledges that the Anaheim Union High School District is located on the ancestral land of the Gabrielino/Tongva people.

BE IT FURTHER RESOLVED, that the Anaheim Union High School District is committed to diversity and inclusion and strives to build sustainable relationships with Indigenous and Native communities through education, partnership, and community service.

BE IT FURTHER RESOLVED, that the following expression of acknowledgment and gratitude shall be displayed on the home page of the District website and the websites of each of the District's schools, as well as on the first page of the agenda for each Board of Trustees meeting after this date:

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

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on March 7, 2023, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 7th day of March, 2023, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of March 2023.

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

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 7th day of March, 2023, between the Anaheim Union High School District ("District") and Dr. John Ahn ("Contractor") (each a party, collectively, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. **Term**. The term for services pursuant to this Agreement is from March 8, 2023, through June 30, 2023.

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

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

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of Thirty Thousand Dollars ($30,000) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

5. **Independent Contractor**. Contractor is customarily engaged in an independently

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

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

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

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

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

10. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

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

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

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

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

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been

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

17. **Assignment/Subcontract**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. **Termination**. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Dr. Jaron Fried
Copy:
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3557
Email: fried_ja@auhsd.us

Contractor
Dr. John Ahn
Attn: John Ahn
6 Centerpointe Dr #700
La Palma, CA 90623
Phone: 310-683-3384
Email: johntahn@yahoo.com

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

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **Governing Law**. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

26. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

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

Anaheim Union High School District

Date: 3/8/23

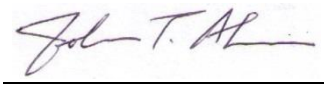
By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

[Name of Contractor]

Date: 2/23/23

By: 

Print Name: Dr. John Ahn

Title: Consultant

EXHIBIT A

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

The Contractor will provide the following services:

- Consult with the District on a wide range of topics related to the District's international program.
- Conduct a comprehensive analysis of international market opportunities in Asia for the District's international program. This will include an analysis of the Asian market, opportunities, the international education program, and the feeder school program for the district's international program.
- Provide a feasibility study report that includes an industry analysis, market analysis, marketing plan, operations plan, financial analysis, and recommendations for new international program(s) in Asia for the AUHSD.
- As part of the feasibility study, the Contractor will make at least one trip to Asia, possibly visiting two countries, during the service contract period.

Qualifications of the Contractor:

Dr. John Ahn is an education consultant, with expertise in new school development, accreditation, and strategic planning. Over the past two decades, he has provided consultation services to K-12 schools, colleges, and universities, both in the United States and internationally. His broad range of areas of expertise includes new school and program development, education industry analysis for both domestic and international markets, accreditation, curriculum development for international programs, and strategic planning.

Dr. Ahn has also provided guidance and support to numerous domestic and international families in the areas of student learning and leadership development. He has conducted educational seminars in various countries, including South Korea, China, Vietnam, and the United States.

Location of the Services:

The District office, off-site locations in the US, and countries in Asia

Recipients/benefactors of the Services:

The District Board and the Superintendent, and other District administrators.

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 7th day of March, 2023 between the Anaheim Union High School District ("District") and Camfel Productions Inc ("Contractor") (each a party, collectively, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. **Term**. The term for services pursuant to this Agreement is from 05/25/2023, through 05/25/2023.

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

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

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of one thousand four hundred seventy-five dollars and no/100 ($1,475) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

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

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

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

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

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

10. **Insurance**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

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

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

13. **Safety and Security**. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **Employment With Another Public Agency**. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

15. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

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

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

17. **Assignment/Subcontract**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. **Termination**. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Dr. Jaron Fried,
Assistant Superintendent, Ed. Division
Copy: Dr. Roxanna Hernandez, Coordinator
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3579
Email: Hernandez_r@auhsd.us

Contractor
Camfel Productions Inc
Attn: Ernie Ayala
Manager
11518 Telegraph Rd., Ste. 337
Santa Fe Springs, CA 90670
Phone 626-960-6922
Email: ernie@camfel.com

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

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **Governing Law**. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

26. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

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

Anaheim Union High School District

Date: 3/8/23

By:_____

Dr. Jaron Fried,
Assistant Superintendent
Educational Services

Camfel Productions Inc

Date : 1/31/2023

By :

PrintName: Ernie Ayala

Title: Manager

EXHIBIT A

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

Contractor shall:

Vendor to provide In-Person Assembly Programs designed to engage students in grades K-12. Program addresses Character-Education topics such as Bully Prevention, Self-Confidence, Respect, Personal-Responsibility, and many more, in a relevant, fun, and engaging presentation, featuring popular music and movie clips, all in a 40-45 minute presentation. Ernie Ayala will be engaging with your students at Ball Junior High on May 25, 2023, presenting 'GO VIRAL' at: 9:00 AM and 10:00 AM.

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

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

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

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

CERTIFICATION BY CONTRACTOR

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

I, ___Ernie Ayala_____, am the ___Manger_____ of ___Camfel Productions Inc ,
Name of Individual Title Name of Contractor

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

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.

2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of the following employees who will be performing services for the District:

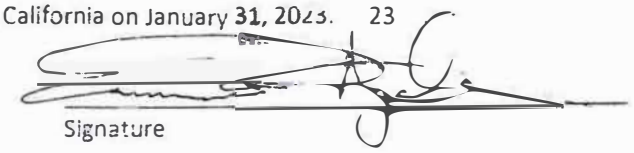
Ernie Ayala	

If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at __Santa Fe Springs _____, California on January 31, 2023. 23



Signature

Ernie Ayala
Typed or Printed Name

Manager
Title

Camfel Productions Inc/ Ernie Ayala
Name of Contractor

11518 Telegraph Road #337, Santa Fe Springs CA 90670
Address
626-960-6922

Telephone Number

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 7th day of March, 2023, between the Anaheim Union High School District ("District") and Ujima Dance Ensemeble ("Contractor") (each a party, collectively, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. **Term**. The term for services pursuant to this Agreement is from February 24, 2023 through February 24, 2023.

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

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

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of four hundred Dollars ($400) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

5. **Independent Contractor**. Contractor is customarily engaged in an independently

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

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

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

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

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

10. **Insurance**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

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

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

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

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

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☒ No ☐ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been

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

17. **Assignment/Subcontract**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. **Termination**. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Dr. Jaron Fried
Copy: Carlo Davis
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3557
Email: melena_ma@auhsd.us

Contractor
Ujima Dance Ensemble
Attn: Kamilah Marsh
314 W. 60th St.
Los Angeles, CA 90003
Phone: 323-821-8098
Email meekmarcellsmommy@gmail.com

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

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **Governing Law**. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

26. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

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

Anaheim Union High School District

Date: 3/8/23

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

[Name of Contractor]

Date: 2/21/23

By: _____

Print Name: Kamilah Marsh

Title: Ujima Dance Ensemble Director

EXHIBIT A

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

Contractor shall:

The 3rd Annual AUHSD Black History Day Celebration will be held on February 24, 2023. This is a student-led celebration created by collaborative efforts of the Black Student Union clubs throughout the District and the Black Lives Matter task force.

Ujima Dance Ensemble will be providing a drum and dance performance for the 3rd Annual AUHSD Black History Month Celebration. Ujima has been drumming and dancing together since early childhood. The company celebrates the traditions of djembe music and is dedicated to sharing, preserving, and raising awareness of West African culture.

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

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

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

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

CERTIFICATION BY CONTRACTOR

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

I, Kamilah Marsh (Name of Individual) am the Director (Title) of Ujima Dance Ensemble (Name of Contractor)

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

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.

2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of the following employees who will be performing services for the District:

Medasi Mobley	
Kamilah Marsh	
Najah Mitchell	
Mizan Willis	

If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at Los Angeles, California on February 1, 2023
Date

Signature

Kamilah Marsh
Typed or Printed Name

Director
Title

Ujima Dance Ensemble
Name of Contractor

314 W. 60th St. Los Angeles, CA
Address

323-821-8098
Telephone Number

UNLIMITED YOU

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 NORTH CRESCENT WAY - ANAHEIM, CA - 92801
(714) 999-3526 Fax: (714) 635-5903
SPECIAL YOUTH SERVICES

EXHIBIT S

Contract to Provide

Transition Assessment

[redacted] and [redacted], the educational rights holder of [redacted], requested that the Anaheim Union High School District fund an independent transition assessment and have requested that the District contract with Molly K. Rearick Day, EdD at IGNITE Collective, Inc. for the evaluation. The District has agreed to fund the evaluation pursuant to the Greater Anaheim SELPA IEE Policy and contract with Molly K. Rearick Day, EdD to complete the evaluation under the following terms and conditions:

1. The District agrees to fund a transition assessment to be conducted by Molly K. Rearick Day, EdD at a total cost not to exceed Three Thousand Dollars ($3,000).

2. In exchange for the total amount not to exceed $3000.00, Molly K. Rearick Day, EdD agrees to the following:
   a. Perform transition assessment.
   b. Create a written report.
   c. Attend an IEP meeting to review the evaluation and findings.

3. In addition to completing the foregoing, Molly K. Rearick Day, EdD agrees to the following:

   a. Will consult and collaborate with District assessment personnel.

   b. Provide the District the written report at least five (5) business days prior to any IEP meeting scheduled to review the evaluation.

   c. Provide the District a copy of all protocols used in the evaluation. The protocols shall be provided with the written report.

   d. Will not use any subcontractor or other personnel to provide any portion of the work to be performed without first obtaining written approval by the District.

e. Will be acting as an independent contractor and will not be working directly for the District.

4. It is understood and agreed that any recommendation for services made following the assessment and agreed to by the IEP team will not be implemented by Molly K. Rearick Day, EdD.

5. This Agreement requires approval by the Board of Trustees of Anaheim Union High School District. Once executed by all Parties, this Agreement will be placed on the agenda for the next regularly scheduled Board of Trustees meeting.

6. Payment contained herein is contingent upon Board approval and submission of an original itemized invoice detailing the work completed and/or expenses incurred. The District agrees to pay the invoice within 60 days of receipt of all of the following: (1) an itemized invoice, (2) the written evaluation including protocols, and (3) this fully executed Agreement.

7. Indemnification and Hold Harmless:

    a. To the fullest extent allowed by law, Molly K. Rearick Day, EdD shall defend, indemnify and hold harmless the District and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by Molly K. Rearick Day, EdD or her directors, officers, agents, employees, volunteers or guests arising from Molly K. Rearick Day, EdD's duties and obligations described in this agreement or imposed by law.

    b. To the fullest extent allowed by law, the District shall defend, indemnify and hold harmless Molly K. Rearick Day, EdD and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by the District or its directors, officers, agents, employees, volunteers or guests arising from the District's duties and obligations described in this agreement or imposed by law.

8. Parties shall cooperate in executing any documents and/or completing any actions necessary to implement this Agreement.

9. The Parties acknowledge that this Agreement is confidential and will not be shared except as required by law. The Parties agree to disclosure and admissibility of this Agreement for implementation and/or enforcement.

10. This Agreement may be signed in counterparts permitting signatures to appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement.

11. This Agreement may be executed by fax signature such that a fax signature acts as an original.

The Parties hereto have approved this Agreement.

Dated: _____ By: _____
Molly K. Rearick Day, EdD

Dated: 3/8/23 By: _____
Dr. Jaron Fried
Assistant Superintendent, Ed. Division
Anaheim Union High School District

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT
(NO FEE)

This Independent Contractor Services Agreement ("Agreement") is made as of the March day of 07, 20 23, between the Anaheim Union High School District ("District") and U'SAgain ("Contractor") (each a party, collectively, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. **Term**. The term for services pursuant to this Agreement is from March 7, 2023 through March 7, 2024.

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

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

4. **Compensation**. Contractor agrees to provide Services at no cost.

5. **Independent Contractor**. Contractor is customarily engaged in an independently established trade, occupation, or business of the same nature as that of the Services, and in the performance of this Agreement shall be and act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partners, or joint venturers of the District, and are not entitled to benefits of any kind or nature normally provided

employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, workers' compensation, social security, and income taxes with respect to Contractor's employees.

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

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

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

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

10. **Insurance**.

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

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

10.1.2 Is this Contractor interacting with students? Yes ☐ No ☒ For interaction with students, Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion

pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, Contractor must provide proof of Endorsement. Such coverage shall be in an amount of not less than $1,000,000 per occurrence; $2,000,000 general aggregate.

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

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

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

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

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

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

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

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

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

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

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

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.

N/A

17. Assignment/Subcontract. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. **Termination**. District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: (Dr. Jaron Fried
Copy: Amy Kwon
501 N. Crescent Way Anaheim, CA 92801
Phone: 714-999-3557
Email: melena_ma@auhsd.us

Contractor
Name of Contractor **USAgain**
Attn: **Business Development Team**
Street Address **1555 W. Hawthorne Lane #4W**
City State Zip **West Chicago, IL 60185**
Phone **562-296-3783**
Email:
Businessdevelopment@usagain.com

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

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **Governing Law**. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

26. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

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

Anaheim Union High School District

Date: 3/8/23

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

[Name of Contractor]

Date: **03/07/2023**

By: _____

Print Name: **Shauna Chavez**

Title: **School Programs Manager**

EXHIBIT A

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

Contractor shall:

USAgain partners with schools to host TreeMachines, which are collection bins for clothes and shoes. ForeveryfullTreeMachine,USAgainplantsonetree. ThisAgreement,permitsUSAgain,theGrantee, the right to place the number of TreeMachines that you specify on the property of your school, the Grantor.

USAgain (pronounced "use again") is a for-profit enterprise dedicated to working for PEOPLE and PLANET by extending the life of good clothes and shoes, keeping them out of landfills, thereby conserving natural resources and reducing the emission of greenhouse gases and other negative environmental effects caused by textile manufacturing.

USAgain's Commitment
We monitor the collection of our bins and schedule service before they reach two-thirds of capacity to prevent overow.
We take responsibility for the cleanliness and professional appearance of our bins and the area within ten (10) feet of our bins.
We maintain liability insurance for two million dollars ($2,000,000.00).

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 7th day of March, 2023, between the Anaheim Union High School District ("District") and John Erhard ("Contractor") (each a party, collectively, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. **Term**. The term for services pursuant to this Agreement is from March 21, 2023 through March 22, 2023.

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

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

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of Five Hundred Dollars ($500) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

5. **Independent Contractor**. Contractor is customarily engaged in an independently

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

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

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

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

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

10. **Insurance**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

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

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

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

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

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such

time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.

17. **Assignment/Subcontract.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. **Termination**. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Dr. Jaron Fried
Copy: Dr. Roxanna Hernandez
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3579
Email: hernandez_r@auhsd.us

Contractor
John Erhard

300 E. Taft Ave.
Orange, CA 92865
Phone: 714-637-4360 ext. 8678
Email: jerhard@stnorbertchurch.org

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

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **Governing Law**. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

24. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

26. Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

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

Anaheim Union High School District

Date: 3/8/23

By: _____

Print Name: DR. JARON FRIED

Title: Assistant Superintendent
Educational Services

[Name of Contractor]

Date: 2/15/23

By: John G. Erhard

Print Name: John Erhard

Title: Director of Music Ministry
St. Norbert Catholic Church

EXHIBIT A

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

Contractor shall serve as an adjudicator for the 2023 AUHSD Choral Festival to be held at the Kennedy High School Performing Arts Center (KPAC) on March 21 and 22, 2023.

Contractor shall provide students professional level feedback on their concert festival performances. This feedback will be given immediately in real time during the students' performances at the District Choir Festival. Feedback will be written and verbal (provided by digital audio recorder). Feedback will include an overall rating for each student ensemble on a five-level rubric tied directly to the California K-12 Standards for Arts Education.

Students from multiple AUHSD Choral Music programs will benefit from the Contractor's assessments and evaluations.

Contractor is the Director of Music Ministry at St. Norbert Church in Orange and recently retired from a long, successful career as director of choral music at Hughes Middle School in the Long Beach Unified School District He is a widely recognized authority on choral music pedagogy and performance practice. He has established an outstanding reputation as an educator, clinician, and adjudicator.

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 7th day of March, 2023, between the Anaheim Union High School District ("District") and Carolyn Kelley ("Contractor") (each a party, collectively, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. **Term**. The term for services pursuant to this Agreement is from March 21, 2023 through March 22, 2023.

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

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

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of Five Hundred Dollars ($500) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

5. **Independent Contractor**. Contractor is customarily engaged in an independently

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

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

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

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

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

10. **Insurance**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

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

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

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

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

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☑ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has

certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.

17. **Assignment/Subcontract.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. **Termination**. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Dr. Jaron Fried
Copy: Dr. Roxanna Hernandez
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3579
Email: hernandez_r@auhsd.us

Contractor
Carolyn Kelley

650 Tamarack #211
Brea, CA 92821

Email: choralcjk57@gmail.com

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

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **Governing Law**. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

24. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

26. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

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

Anaheim Union High School District

Date: 3/8/23

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent
Educational Services

[Name of Contractor]

Date: 2/15/23

By: _____

Print Name: Carolyn Kelley

Title: Adjudicator

EXHIBIT A

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

Contractor shall serve as an adjudicator for the 2023 AUHSD Choral Festival to be held at the Kennedy High School Performing Arts Center (KPAC) on March 21 and 22, 2023.

Contractor shall provide students professional level feedback on their concert festival performances. This feedback will be given immediately in real time during the students' performances at the District Choir Festival. Feedback will be written and verbal (provided by digital audio recorder). Feedback will include an overall rating for each student ensemble on a five-level rubric tied directly to the California K-12 Standards for Arts Education.

Students from multiple AUHSD Choral Music programs will benefit from the Contractor's assessments and evaluations.

Contractor is a music education student supervisor at Cal State University Long Beach and recently retired from a long, successful career as director of choral music at Bellflower Middle/High School. She served as the Bellflower High School Performing Arts Instructional leader for 3 decades where she oversaw a department with full theater, vocal and instrumental music programs. She is a widely recognized authority on choral music pedagogy and performance practice. She has established an outstanding reputation as an educator, clinician, and adjudicator.

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 7th day of March, 2023, between the Anaheim Union High School District ("District") and Dr. Joni Prado ("Contractor") (each a party, collectively, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. **Term**. The term for services pursuant to this Agreement is from March 21, 2023 through March 22, 2023.

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

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

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of Five Hundred Dollars ($500) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

5. **Independent Contractor**. Contractor is customarily engaged in an independently

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

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

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

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

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

10. **Insurance**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

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

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

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

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

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☑ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal

records certification form, that neither it nor any of its identified employees has been convicted of a felony, as defined in Education Code section 45122.1.

17. **Assignment/Subcontract.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. **Termination**. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Dr. Jaron Fried
Copy: Dr. Roxanna Hernandez
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3579
Email: hernandez_r@auhsd.us

Contractor
Joni Y. Prado

361 N. Sacramento St.
Orange, CA 92867
714-329-3953
Email: joni.prado@vanguard.edu

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

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **Governing Law**. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

26. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

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

Anaheim Union High School District

Date: 3/8/23

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent
Educational Services

[Name of Contractor]

Date: 2/15/23

By: Joni Y. Prado

Print Name: Joni Y. Prado

Title: Professor of Music, Vanguard
University of Southern California

EXHIBIT A

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

Contractor shall serve as an adjudicator for the 2023 AUHSD Choral Festival to be held at the Kennedy High School Performing Arts Center (KPAC) on March 21 and 22, 2023.

Contractor shall provide students professional level feedback on their concert festival performances. This feedback will be given immediately in real time during the students' performances at the District Choir Festival. Feedback will be written and verbal (provided by digital audio recorder). Feedback will include an overall rating for each student ensemble on a five-level rubric tied directly to the California K-12 Standards for Arts Education.

Students from multiple AUHSD Choral Music programs will benefit from the Contractor's assessments and evaluations.

Contractor is a professor of music at Vanguard University and is a widely recognized authority on choral music pedagogy and performance practice. Contractor has established an outstanding reputation as an educator, clinician, and adjudicator.

EXHIBIT X

THE MR. HOLLAND'S OPUS FOUNDATION

GRANT ACCEPTANCE AGREEMENT

Thoroughly review this agreement, then sign and return no later than **February 24, 2023.** Failure to do so may result in the cancellation of this award.

It is agreed that The Mr. Holland's Opus Foundation's award of five Backun/BCLBALPHA-NK Clarinets, one Eastman/EPH495 Sousaphone, five Eastman/ETR420 Trumpets, three Eastman/EFG412 Flugelhorns, five Vandoren/CM308 Clarinet Mouthpieces, three Selmer Paris/S402C1 Alto Saxophone Mouthpieces, two Selmer Paris/S404D Tenor Saxophone Mouthpieces, and one Selmer Paris/S405D Baritone Saxophone Mouthpiece, and their acceptance by Katella High School in the Anaheim Union High School District in Anaheim, California is subject to the following terms and conditions:

1. The award is made in support of music education at Katella High School and not to any one or more teachers employed at Katella High School. Transfer or loan of the donated instruments to a different school, including a different school in the Anaheim Union High School District is expressly prohibited, even in the case of music teacher turnover.
2. Complete a Receipt of Donated Instruments form when donated instruments arrive and have been inspected (to be completed by the music teacher, this form will be emailed to them.)
3. If lending donated instruments to students for at-home learning / practice, teachers will execute a loan contract with guardians and implement regular inspection / accountability measures to ensure the instruments will be properly handled, stored, maintained and protected from damage or loss.
4. Teachers will thoroughly inspect all donated instruments upon receipt and notify the Foundation within 15 business days of the delivery if any instruments are damaged or defective.
5. Include the donated instruments (makes, models and serial numbers) on the school/district's master inventory list for tracking and accountability purposes. It is highly recommended that the instrument inventory numbers assigned to the donated instruments include the letters "MHOF" for easy identification should an inventory check be conducted in the future.
6. Store instruments in a safe and secure designated area and undertake normal maintenance of the instruments to keep them in good repair.
7. Principal and teacher will complete respective evaluation reports one (1) year following the donation (these forms will be provided via e-mail).
8. Notify the Foundation in the future if the music teacher signing this agreement is no longer teaching at this school and provide the name, phone and email of the replacement teacher.
9. Notify the Foundation if the awarded music program is discontinued, or if donated instruments are not being used, and return all instruments to the Foundation within 60 days, at the school and/or school district's expense.
10. Provide photographs of students with the donated instruments, and quotes or letters from the teacher, principal or students, verifying that permission has been granted by the participants for their use by the Foundation.
11. Credit The Mr. Holland's Opus Foundation and any other stated benefactor in any promotion of this grant, including press releases, printed programs, interviews, social media, etc.
12. The Mr. Holland's Opus Foundation reserves the right to rescind this grant if Katella High School/Anaheim Union High School District fails to fulfill its obligations as provided herein. If the grant is rescinded, all of the instruments must be promptly returned to The Mr. Holland's Opus Foundation. All return shipping expenses shall be paid by Katella High School/Anaheim Union High School District.

THE
MR. HOLLAND'S OPUS
FOUNDATION

By their signatures below, Principal Chuck Hernandez and Music Teacher Dylan Harlan of Katella High School (i) acknowledge that they have read and understand this Grant Acceptance Agreement and (ii) agree to all terms as provided in this Grant Acceptance Agreement.

By his signature below, Superintendent Michael Matsuda of Anaheim Union High School District (i) acknowledges that he has read and understands this Grant Acceptance Agreement and (ii) agrees to all terms as provided in this Grant Acceptance Agreement.

By (print name) Chuck Hernandez

By (signature) _____ Date: 2/10/23, 2023
Principal, Katella High School

By (print name) Dylan Harlan

By (signature) Dylan Harlan (Feb 8, 2023 09:05 PST) Date: 02/08/2023, 2023
Music Teacher, Katella High School

By (print name) Dr. Jaron Fried

By (signature) _____ Date: 3/8/23, 2023
Assistant Superintendent, Anaheim Union High School District

School Tax EIN Number: _____

Tentative Agreement Between Anaheim Union High School District (AUHSD)

and

Mid-Managers Association (MMA) February 22, 2023

The bargaining teams for Mid-Managers Association (MMA) and the Anaheim Union High School District (AUHSD) have reached tentative agreement with respect to negotiations for the 2022-2023 fiscal year. This tentative agreement is subject to ratification by the membership of MMA and the District's Board of Trustees.

The bargaining teams have met and negotiated in good faith and the bargaining teams recommend ratification of the Tentative Agreement by MMA's membership and the Board of Trustees.

ARTICLE 5: Compensation and Allowances

Effective July 1, 2022 the 2022-2023, there shall be a wage increase of eight percent (8.0%) applied to the entire Mid-Manager Association salary schedule referenced herein in Attachment A for all bargaining unit members. In addition, a three-hundred-dollar increase shall be applied to the flat dollar amount of the thirty-year longevity step.

ARTICLE 6: HEALTH AND WELFARE

The parties previously signed an MOU date November 1, 2022, concluding negotiations regarding Article 2, Health and Welfare.

ARTICLE 22: REOPENER

It is understood that during year 2023-2024, the subjects of Article 5: Compensation and Allowances, and Article 6: Health and Welfare, shall be open for negotiations. MMA and the District shall each have the option of opening one (1) other article of their own choice during year 2023-24.

Conclusion of 2022-2023 Negotiations and Ratification of Tentative Agreements

As a result of reaching a tentative agreement with respect to Article 5 and Article 6, this concludes negotiations for 2022-2023.

MMA and the District agree that the Tentative Agreement will be recommended for ratification by both parties.

Brad Jackson
Assistant Superintendent, Human Resources

Rigo Perez
MMA President

Shawna Walker
MMA Vice-President

Jeffrey Natke
General Manager, CEA

AGREEMENT BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT

AND

MID-MANAGERS ASSOCIATION

For the Period

July 1, 2021

to

June 30, 2024

Board Approved: April 7, 2022

Reopener Agreement for 2022-2023
Board Approved: Pending

TABLE OF CONTENTS

Page

ARTICLE 1 – AGREEMENT AND RECOGNITION 1

ARTICLE 2 – DISTRICT RIGHTS 1

ARTICLE 3 – ASSOCIATION RIGHTS 2

ARTICLE 4 – HOURS 4

ARTICLE 5 – COMPENSATION AND ALLOWANCES 6

ARTICLE 6 – HEALTH AND WELFARE BENEFITS 7

ARTICLE 7 – VACATION 10

ARTICLE 8 – HOLIDAYS 12

ARTICLE 9 – LEAVES OF ABSENCE 13

ARTICLE 10 – EVALUATION PROCEDURES 18

ARTICLE 11 – PERSONNEL FILES 19

ARTICLE 12 – LAYOFF AND REEMPLOYMENT 20

ARTICLE 13 – CONCERTED ACTIVITIES 22

ARTICLE 14 – GRIEVANCE PROCEDURE 22

ARTICLE 15 – SEVERABILITY AND SAVINGS 26

ARTICLE 16 – CONTRACTING OUT 26

ARTICLE 17 – DURATION AND CONCLUSION OF MEET AND NEGOTIATE AND COMPLETE AGREEMENT AND CONDITIONS 26

ATTACHMENT A, 2022-23 SALARY SCHEDULE

ATTACHMENT B, PERFORMANCE EVALUATION REPORT

ARTICLE 1 – AGREEMENT AND RECOGNITION

This Agreement is made and entered into, by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California 92803-3520 ("District"), and the Anaheim Union High School District Mid-Managers Association, 100 Oceangate, Suite 1200, Long Beach, California 90802 ("Association").

1.1 Parties and Term of the Agreement. This Agreement ("Agreement") is made and entered into between the District and the Association. This agreement shall be in effect from the date of final ratification by both parties for a period of three years the remainder of 2021-22, 2022-23 and 2023-24, until June 30, 2024. The salary schedule, Attachment A, shall be in effect for the 2022-23 fiscal year, effective July 1, 2022.

1.2 Recognition. The Association is the exclusive representative for those probationary or permanent employees hired in the classified positions of Food Service Manager I, Plant Manager I, and Plant Manager II. Probationary and permanent employees in these three classifications will generally be referred to in this Agreement as "employees" or "bargaining unit members."

1.3 Exclusions. Excluded from the bargaining unit represented by the Association are all other classified positions, substitute, temporary, supervisory, confidential, management as well as all other certificated personnel.

ARTICLE 2 – DISTRICT RIGHTS

2.1 Powers and Authority. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations, move or modify facilities; establish budget procedures and determine budgetary allocation and expenditure; and determine the methods of raising revenue. In addition, the District retains the right to hire, classify, assign, transfer, evaluate, promote, demote, terminate, and discipline employees.

2.2 Limitation by Agreement. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law. The District retains its right to amend, modify or rescind the terms of this Agreement in cases of emergency, limited however to the actual duration of the emergency. The term "emergency" means a sudden, urgent, or unforeseen occurrence or occasion requiring immediate action, such as a natural disaster i.e., act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, drought, power failure, or energy crisis.

ARTICLE 3 - ASSOCIATION RIGHTS

3.1 Released Time

3.1.1 Negotiations. Commencing with reopener negotiations (following the first round of contract negotiations and during each school year when negotiations are in progress and following prior notice and schedule coordination with the immediate supervising administrator 3 authorized representatives of ASSOCIATION bargaining unit shall each be granted paid released time without loss of compensation for the purpose of meeting and negotiating with the District's bargaining team. This released time shall be taken in minimum increments of one half day. Additional paid released time may be granted, if necessary, upon mutual agreement of the parties and with approval of the Superintendent**'s** designee.

Members of the MMA bargaining team shall be responsible for notifying their immediate supervisor of meeting times and dates and requesting released time one half day prior to scheduled negotiation meetings. Only in cases of emergency or hardship, as defined by the immediate supervisor, may a unit member's request be refused.

3.1.2 Released Time - Association Business. Upon 3 business days prior notice to the District an Association unit member shall be provided a maximum of 48 hours each school year of released time for the purpose of conducting Association business. These days shall be taken in minimum increments of 4 hours. Released time indicated above may be increased in cases of demonstrated need if requested by the Association and approved by the District.

As part of the prior notice to the District, the unit member will email his/her immediate supervisor of each scheduled meeting or leave request for Association business. The email will state the date and number of hours to be utilized for Association business. The Human Resources office will track the number of hours available for Association business.

In addition, attendance at meetings of the District Budget Committee and the District Insurance Committee shall be granted without loss of available hours for Association business. Committee attendance will not result in additional or overtime compensation.

3.2 Names and Addresses. Prior to October 15 of each school year, the District shall provide the Association with a list of names and work sites of all bargaining unit members.

3.3 Availability of Information. School Board Open Session Agenda and backup materials will be made available on the District website to the Association, at least 72 hours in advance of a regularly scheduled Board meeting, and 24 hours in advance of a special Board meeting.

3.4 Access to Work Sites. A professional staff representative from the Association shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting unit members, and transacting lawful Association business. Upon arriving at a work site, any such representative shall first report to the office of the site administrator to announce his or her presence and the intended purpose of the visit.

In no event shall any representative or unit member interrupt or interfere in any way with normal work. Contacts with unit members shall be limited to unassigned times, breaks, and duty-free lunch periods.

3.5 Representation. A unit member has a right to a professional staff member from the Association or 1 unit representative for his/her representation when a meeting is conducted: to investigate facts that may lead to discipline; to adjust employee complaints/grievances; at disciplinary conferences that go beyond merely informing the unit member of discipline. The representative may, on behalf of the unit member, discuss facts, make arguments, act as a "buffer" between administration and the unit member. The right to representation does not attach in routine conversations, including, but not limited to: the giving of instructions; training of personnel; correcting work techniques; preliminary evaluation conferences; notifying employees of discipline.

3.6 New Hires and Orientation. The Association will be provided with the names, and work sites of all new unit members within five (5) days of their commencement at work. Such timelines may be extended by mutual agreement. The District will provide an opportunity for participation by a member in the Association in any new employee orientation program presented by the District for unit members.

3.7 Maintenance of Membership. Any employee who has authorized Association dues deductions on the effective date of this Agreement or at any time subsequent to the effective date of the Agreement shall continue to have such dues deductions made by the District during the term of this Agreement; provided however, that any employee may terminate such Association dues during the period of June 1 through June 10 of each year of the Agreement by notifying the Association in writing of his/her termination of Association dues deduction. Such notification shall be delivered in person of by U.S. mail and should be in the form of a letter. The Association will provide the District's Human Resources Department with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period. Association agrees to indemnify and hold harmless District, its officers, employees, and agents, with respect to any claims or litigation challenging this section (3.7).

ARTICLE 4 – HOURS

4.1 Workday. The standard workday for full-time employees shall be eight hours, subject to alternative work schedules contained in this Article. The workday shall include an unpaid lunch period of not less than one-half hour or more than one hour. Any change in assigned work hours will be subject to meet and consult with the Association. If no agreement is reached on changing assigned work hours, the District could implement the change following 10 business days prior written notice to the affected employee. It is recognized that the 8 hour workday has a different beginning and ending time during winter, spring and summer recess.

4.2 Workweek.

4.2.1 The workweek shall be 40 hours for full-time employees and regular five-day period except as indicated in Section 4.2.2 of this Article.

4.2.2 During scheduled school breaks (such as fall, winter, spring and summer) the District will continue to modify the work shift starting and ending times. The District may also institute a full-time workweek of alternate work schedule(s) such as a four-day, 10-hour workday ("4/10").

4.2.3 The District shall notify the Association prior to initiation, termination, or return to alternative work schedule(s) and start and ending work times.

4.3 Work Year. The work year shall be 12 months for the classifications of Plant Manager I and Plant Manger II. Food Service Manager I shall have a 10 month work year.

4.4 Overtime. All overtime hours shall be compensated at a rate of pay equal to time and one-half (1-1/2) the regular rate of pay of the employee. Overtime is defined to include any time in excess of 8 hours in any one day or in excess of 40 hours in any calendar week. No one shall order or authorize overtime unless it is approved in advance by the supervisor or site supervisor.

4.4.1 All hours worked by an employee on a holiday designated in Article 8 shall be compensated at the overtime rate of pay in addition to regular pay received for the holiday.

4.4.2 When a 10 hour per day, 40 hour per week schedule has been approved, the overtime rate shall be paid for all hours worked in excess of 10 hours per day or 40 hours per week.

4.4.3 When a 9 hour, 80 hour per 2 week schedule has been approved, the overtime rate shall be paid for all hours worked in excess of 9 hours per day or 80 hours in the two-week period.

4.4.4 The regular rate of pay for overtime purposes shall be the employee's hourly rate of pay plus any longevity rate paid on a monthly basis.

4.5 Compensatory Time.

4.5.1 Compensatory time may be granted by the employee's Manager in lieu of cash compensation for overtime work up to maximum 240 hours overtime (160 hours worked). Compensatory time accrues at the rate of one and one-half hours for each hour of employment for which overtime compensation is required by this Agreement.

4.5.2 An employee has the option of requesting compensatory time in lieu of cash compensation for overtime work, to be used within 12 calendar months. The employee's election to take compensatory time or to receive paid overtime shall be submitted in writing and approved by his/her Manager.

4.5.3 Compensatory time shall be taken at a time acceptable by the employee and the District. If the compensatory time has not been taken within 12

calendar months the District shall pay the employee for such time at the appropriate overtime rate.

4.6 Call-Back Time. Whenever an employee is called back to duty by a supervisor or designee, after the conclusion of the normal work shift, the employee shall receive a minimum of 3 hours pay or pay for the actual hours worked at the appropriate salary rate, whichever is greater.

4.7 Call-In Time. Whenever an employee is called to work by a supervisor or designee on a day which is not a regularly scheduled work day, the employee shall receive a minimum of 3 hours pay or pay for the actual hours worked at the appropriate salary rate, whichever is greater.

ARTICLE 5 – COMPENSATION AND ALLOWANCES

5.1 For the 2021-22 school year, there shall be a wage increase of three and one-half percent (3.5%) applied to the entire classified (Mid-Managers Association) salary schedule referenced herein as Attachment A for all bargaining unit members. Wage shall include all employees in a regular classified position on or after July1, 2021. All 2021-22 wage increases referenced herein and above shall be retroactive to July 1, 2021.

5.2 Salary Step Advancement. Salary step advancement shall be granted upon completion of 1 year in the position. After satisfactory completion of 1 year, the employee shall advance from Step 1 to Step 2. "Satisfactory completion" refers to an overall satisfactory evaluation. If the employee does not receive a written evaluation for the 12-month period, the employee shall be deemed to have received a "satisfactory completion" for purposes of Section 5.2. Salary step advancement shall be annually thereafter upon satisfactory completion of service. Time spent on unpaid leave or other unpaid time is not counted towards the annual service requirement.

5.3 Longevity. Employees will be eligible for service recognition (longevity) in the Anaheim Union High School District. Eligible service in the District requires probationary or permanent employment. Service does not include substitute, or temporary employment. Time spent on unpaid leave or other unpaid time is not counted towards the annual service requirement.

2% plus $536 after ten (10) years of service with Anaheim Union High School District

4% plus $1,593 after fifteen (15) years of service with Anaheim Union High School District

7% plus $2,933 after twenty years (20) of service with Anaheim Union High School District

10% plus $3,826 after twenty-five (25) years of service with Anaheim Union High School District

12% plus $3,826 after thirty (30) years of service with Anaheim Union High School District

Percentages and flat rates stand alone. They are not added together or compounded.

5.4 Uniforms. The cost of the purchase, lease or rental of uniforms, equipment, identification badges, emblems and cards required by the District shall be borne by the District. The District reports to CalPERS on a biannual basis the monetary value for the purchase of required clothing for District-covered CalPERS Classic Members, i.e., employees hired on or before December 31, 2012. The parties analyzed the value and determined it shall not exceed $230.00 per fiscal year, unless an additional uniform authorization is necessary. The parties agree that, to the extent permitted by law, this is special compensation and shall be reported as such pursuant to Title 2 CCR, Section 571(a)(5) Statutory Items. The parties also agree that the District has no additional obligation or costs should the State of California or the IRS determine otherwise.

5.5 Safety Equipment. If the District requires the use of any equipment or gear to ensure the safety of an employee or others, the District shall provide such equipment or gear.

5.6 Cell Phones. Plant Manager I, Plant Manager II and Maintenance Foreman shall be provided a District cell phone to conduct District business. A $50.00 per month stipend, in lieu of overtime payments, will be paid to Plant Manager I and II in consideration for required cell phone business calls made and received before and after normal work hours.

ARTICLE 6 – HEALTH AND WELFARE BENEFITS

6.1 Primary Benefits. The District shall contribute towards the cost of medical, dental, life, vision care, disability for classified employees, and accidental death /dismemberment insurance benefits for all eligible and active employees who work at least 4 hours per day in a regular classified position and the employee's eligible dependents. All plans shall be selected by the District. The health and welfare benefit plans have been recommended by the District Insurance Committee for calendar years 2018 and 2019.

6.1.1 Medical Insurance.

- A Preferred Provider Organization (PPO) major medical insurance plan for all employees and their dependents with $275 deductible per person, maximum of $1,100 per family.

- An Exclusive Provider Organization (EPO) major medical insurance plan.

6.1.2 Life and Accidental Death/Dismemberment Insurance. A group life and accidental death/dismemberment insurance for employee and life insurance protection for employee's spouse and eligible children.

6.1.3 Dental Insurance.

- A PPO dental insurance coverage plan. (No deductible.)

- An HMO dental insurance coverage plan.

6.1.4 Vision Care Insurance. A PPO vision care insurance coverage plan.

6.1.5 Mental Health and Substance Abuse Plan. Alcohol, drug abuse, and psychological care.

6.1.6 Short Term Income Protection Plan. Up to two years, with a 60 day elimination period, 66.6% of income not to exceed $5,000 monthly benefit.

6.1.7 Hearing Aids. Hearing aids and annual hearing examination as required by a physician.

6.2 COBRA. All eligible employees who retire/terminate from the Anaheim Union High School District shall be eligible to participate in COBRA.

6.3 Insurance Committee. The Association may name 1 regular members to the District Insurance Committee. Attendance at the meetings will not count against union business as described in 14.1. The Insurance Committee will review cost containment measures to reduce the cost of benefits and make recommendations on benefit modifications to the plan.

The Association and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification. The current maximum District contribution to the blended

super composite rate for calendar year 2018 is $15,759. There will not be an employee contribution for calendar year 2018.

The District and the Association agree to negotiate Article 6, Health & Welfare Benefits between October 2nd and October 31st in an effort to negotiate any plan changes or other cost containment measures. If no agreement between the District and the Association regarding the current maximum District and employee contributions for the succeeding calendar year is reached prior to November 1 of each year, then the current benefits plans shall carry over to the following plan year and the District is authorized to initiate payroll deductions beginning with the first paycheck in February for the difference between an average of the super composite rates of the PPO and EPO from current year and the average of the super composite rates for the succeeding calendar year.

6.4 Retiree Health Benefits.

6.4.1 All employees who were hired/promoted to management prior to April 6, 2007, and who retire with 15 or more years of permanent service to the District, and who meet the CalSTRS/CalPERS retirement requirements, and who have not attained the age of 60, and who are permanent personnel in the employment of the District, and who are not otherwise covered by any similar programs provided through social security or other retirement plans, and who wish to participate in the major medical, including prescription coverage, and dental portion of the fringe benefit compensation package may do so and the District will pay medical and dental benefits for retiree only.

6.4.2 All employees who were hired/promoted to management on or after April 6, 2007, and who retire with 15 or more years of permanent service to the District, and who meet the CalSTRS/CalPERS retirement requirements, and who have not attained the age of 60, and who are permanent personnel in the employment of the District, and who are not otherwise covered by any similar programs provided through social security or other retirement plans, and who wish to participate in the major medical, including prescription coverage, and

dental portion of the fringe benefit compensation package may do so by depositing in advance with the District the monthly amount of the premium(s). To remain eligible for the District paid major medical and dental benefit coverage from ages 60-64, the retiree must deposit the monthly amount of the premium from the date of retirement until age 60.

6.4.3 All employees who were hired/promoted to management on or after April 6, 2007, and who retire with 15 or more years of permanent service to the District, and who meet the CalSTRS/CalPERS retirement requirements, and ages 60-65, and who are permanent personnel in the employment of the District, and who are not otherwise covered by any similar programs provided through social security or other retirement plans shall be provided with major medical, including prescription coverage, and dental portions of the fringe benefits compensation package for the retiree only, at no cost to him/her.

6.4.4 On the 1st day of the month immediately preceding the date that a retiree attains age 65, or becomes eligible for Medicare whichever occurs first, retiree coverage shall terminate. At this time, if the retiree is eligible for Medicare, the retiree who wishes to participate in a Medicare supplement plan, including prescription coverage, and dental portions of the fringe benefits compensation package from the District may do so by depositing the monthly amount of the premium(s) established each year.

6.4.5 All retired employees will receive no greater health benefit plans than those offered current, active employees. It is recognized that from time to time the health benefit plans including but not limited to deductibles and co-pays may change and therefore there shall also be health benefit plan changes for retirees. As a result, no retiree health benefit plans shall be greater or more beneficial than those health benefit plans provided active employees.

6.5 Eligibility. All employees in the bargaining unit who work at least four (4) hours per day in a regular classified position shall be covered under the programs provided in Section 6.1 of this Article.

Employees on approved unpaid leave of absence shall be eligible to participate in COBRA.

6.6 IRS Section 125 – Flexible Benefit Plan. The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to authorized eligible medical and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be selected by the District. Participation by employees in the plan shall be voluntary.

ARTICLE 7 – VACATION

7.1 Vacation Accrual. Earned vacation shall not be utilized until completion of the initial 6 months of employment in the District, unless permission is given by the District.

7.1.1 Every employee shall earn vacation at the prescribed rate. Vacation shall also be earned during any paid leave of absence.

7.1.2 Employees shall be entitled to vacation with pay, computed as follows:

12 month employees	23 days per fiscal year
10 month employees	21 days per fiscal year

7.2 Scheduling. Earned vacation shall be taken at times requested by employees and approved by the immediate supervisor. In order to facilitate planning, coordination of work amongst employees and supervisor's response to employees, each employee shall submit a vacation calendar for that school/fiscal year before the end of the first working month of the employee's work year. Changes to vacation calendar may be amended during the year utilizing the same approval process. All vacation requests shall be given a response by the requesting employee's supervisor within ten working days. Employees are encouraged to schedule vacations during periods when students are not in session.

7.2.1 All vacation days earned by regular full time employees with less than 5 years of service in the District must be taken within 12 months following the period in which earned and may not be accumulated beyond this period. Regular fulltime employees, after 5 years of service may "save" up to 6 days of vacation earned during the preceding year to be used within the following year for an extended vacation, not to exceed 29 working days, subject to the scheduling provisions in Section 7.2.

7.2.2 Vacation may, with the approval of the employee's immediate supervisor, be taken at any time during the school year. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for, in cash, at the option of the District. The employee may be granted vacation during the school year, even though not earned at the time the vacation is taken, with the approval of the immediate supervisor.

7.2.3 A vacation once having commenced may be terminated by the employee upon notice to his/her manager for reasons including the employee

becoming ill, returning to work, being laid off, being terminated from employment, or death of a member of the immediate family.

7.3 Vacation Accrual Payment/Deduction Upon Termination of Employment. On separation from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation at the rate of pay applicable to his/her last regular assignment, except that employees who have not completed 6 months employment in regular or restricted status shall not be entitled to such

compensation. In case of termination, vacation time owed the District shall be deducted from the employee's final paycheck.

7.4 Vacation Carry-Over. Employees may accumulate vacation credit to a total 29 days from previous years. Vacation to be carried-over in excess of the vacation entitlement requires approval of the Superintendent or designee. When an employee is not permitted to take their full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for, in cash, at the option of the Superintendent or designee.

7.5 Vacation Scheduling for Probationary Employees. Probationary employees may take vacation as approved by their supervisor. During the probation period, vacation may only be taken after days have been earned unless approved by supervisor, Employees shall accumulate vacation from their date of hire at the regular rate of pay earned at the time the vacation is commended.

7.6 Vacation upon Termination of Employment. Employees who resign, retire or are terminated and have taken vacation not yet earned, will have a prorated amount deducted from their final paycheck. On separation from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation at the rate of pay applicable to their last regular assignment.

ARTICLE 8 – HOLIDAYS

8.1 Paid Holidays. A holiday schedule shall be adopted yearly by the Board of Trustees yearly. This schedule shall provide for 14 holidays, to include the following: Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Day Before or After Christmas, New Year's Day, Day Before or After New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington Day, Friday of Spring Break, and Memorial Day.

8.2 Holiday Eligibility. An employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

8.3 Holiday Pay. Any day defined as a paid holiday by Section 8.1 shall be paid at the regular rate of pay the employee would have received had the employee worked that day.

8.4 Pay for Working on a Holiday. Employees required to work on a holiday shall be paid their regular pay for the holiday, plus one and one-half times their regular rate of pay for all hours worked on the holiday. Compensatory time off may be earned at the same rate.

8.5 Weekend Holidays. When a holiday falls on Saturday, the holiday shall be observed on the preceding work day. When a holiday falls on Sunday, the holiday shall be observed on the succeeding work day.

ARTICLE 9 - LEAVES OF ABSENCE

9.1 General Leave Provisions.

9.1.1 Report of Absence. All employees must submit a report of absence form for any leave. In instances where the District has a need for verification, the employee shall be required to provide appropriate verification, which may include a physician's report, for any leave that he/she is claiming. Any payment made for a leave provided in this Article shall either be charged to the appropriate leave, refunded by the employee or deducted from his/her next paycheck.

9.1.2 Notice of Absences. Employees shall notify their manager at least 24 hours in advance, or as soon as possible.

9.1.3 The District retains the right to verify leaves.

9.2 Leaves of Absence With Pay.

9.2.1 Sick Leave.

9.2.1.1 Food Service Manager I employees shall be granted 10 sick leave days per fiscal year. Plant Manager I and II employees shall be granted 14.4 sick leave days per fiscal year.

9.2.1.2 Employees working less than full-time assignments shall be entitled to receive on a pro-rata basis the sick leave amount provided in 9.2.1.1 above.

9.2.1.3 Probationary employees' sick leave days shall be prorated from the date of hire.

9.2.1.4 Permanent employees shall be credited at the beginning of each fiscal year with the number of full-pay sick leave days provided for their assignment year.

9.2.1.5. There shall be no limit to the year to year accumulation of unused full-pay sick leave.

9.2.1.6 The Assistant Superintendent, Personnel Services or designee may require any employee to report for a-physical examination when in his/her judgment it is apparent that the employee or the District may be harmed if the condition is allowed to continue. The District shall pay for any such required examination.

9.2.1.7 For absences of more than 3 days or when there is a question as to the extent and duration of the disability, or the employee's ability to return to work, the District may require the employee to submit to an examination by a physician selected by the employee and the District. The selection must take place within 48 hours after the District's request. In the event the physician is not mutually selected within the time limit, the District shall select the physician from among those physicians under consideration by the employee and the District. The District shall pay for the medical examination. The employee will be given a copy of the physician's report. Such medical reports shall be submitted to the Assistant Superintendent of Human Resources or designee Director of Human Resources who shall maintain the confidentiality of such reports. Employees shall sign release for medical records so that District can review the medical records.

9.2.2 Industrial Injury and Illness Leave.

9.2.2.1 Eligibility. The provisions of this section shall apply to employees who have probationary and permanent status in the classified service.

9.2.2.2 Industrial Leave Allowance. An employee absent from duty because of industrial injury or illness resulting from a regular assignment and qualifying under the provisions of the workers' compensation insurance law, shall be allowed for each

injury or illness, full salary from the first day of absence to and including the last day of absence not to exceed 60 working days. Allowable leave under this section shall not be accumulative from year to year.

9.2.2.3 Normal Wage Amount. Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day. The normal wages for the day shall, in the case of employees paid on an hourly basis, be based on the assigned time of the employees.

9.2.2.4 Use of Other Leaves. If an employee is still receiving worker's compensation insurance benefits after entitlement to industrial injury or illness leave is exhausted, he/she shall then be placed on regular sick leave. If, when an employee goes on regular sick leave he/she is receiving worker's compensation insurance benefits, he/she shall be entitled to use only so much of such other sick leave benefits which, when added to worker's compensation insurance benefits, provide for a normal full day's wage or salary.

9.2.2.5 Leave After Worker's Compensation. If the employee is no longer receiving worker's compensation insurance benefits but is still unable to return to work as determined by the District's designated medical provider or his physician, he/she shall then be placed on regular sick leave.

9.2.2.6 After Exhaustion of All Available Leaves. When all available leaves of absences have been exhausted and the employee is not medically able to assume the duties of his/her position, he/she shall be placed on a re- employment list for a period of 39 months.

9.2.3 Employment During Extended Sick Leave. Employees while on sick or other paid leave may not attain other employment that occurs during the employee's normal work hours. or similar employment that occurs at any time during the paid leave. In other words, an employee while on sick or other paid leave shall not work elsewhere in a similar position.

9.2.4 Personal Necessity Leave. Employees may use up to 10 days of sick leave in any fiscal year in cases of personal necessity. Personal necessity may be used for circumstances that meet all of the following criteria: Are of a serious nature, and which the unit member cannot be expected to disregard, and which necessitate the immediate attention of the unit member, and which

cannot be accommodated during off-duty hours.

9.2.4.1. Such leave may not be used for seeking other employment, rendering paid services, for recreational activities or for withholding services.

9.2.4.2. A unit member shall be allowed to use 2 days of personal necessity leave each school year which will not be charged against his/her accumulated sick leave.

9.2.5 Bereavement Leave. The District agrees to grant necessary leave of absence with pay at the employee's regular rate not to exceed three (3) days, or five (5) days if three hundred (300) miles or more or out-of-state travel is required, on account of the death of any member of the immediate family of an employee. "Member of the immediate family" means the father, mother, father-in-law, mother-in-law, son, daughter, adopted child, foster child, son-in-law, daughter-in-law, husband, wife, grandmother, grandfather, grandchildren, sister, brother, sister-in-law, brother-in-law, niece, nephew, aunt, uncle, great-grandparent, great-grandchild, step-parents, step-grandparents, step-siblings, step-children of the employee, and like relatives of spouse, or any relative living in the immediate household of the employee. Bereavement leave shall be limited to a three (3) or five (5) day period following the date of death in the immediate family. If such leave of three (3) or five (5) days is not scheduled immediately and consecutively following the death, the employee will notify his/her immediate supervisor prior to scheduling an alternative plan for bereavement leave. In exceptional circumstances, the Superintendent may grant up to two (2) additional days leave.

Employees exercising this leave provision shall notify their immediate supervisor as soon as possible and indicate the expected duration of the absence.

Employees shall be required to complete the standard form provided by the payroll department to verify the reason for the absence.

9.2.6 Military Leave. Employees shall be granted any military leave to which they are entitled, under law, as classified school employees. Employees shall be required to request military leaves in writing and shall supply the District with orders and status reports.

9.2.7 Parental Leave

9.2.7.1 Upon request, pregnant unit members shall be granted

fully paid maternity leave for up to six weeks after the birth of a child. Additional maternity leave of up to six weeks shall be unpaid except that unit members may utilize accumulated sick leave (under section 9.2.1 and its subsections), and/or accumulated vacation leave (under Article 7), and/or extended sick leave during that time.

9.2.7.2 Upon request, non-pregnant unit members shall be granted parental leave for up to twelve weeks after the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee. Said leave shall be limited to a total of twelve weeks leave during any twelve month period and shall be unpaid except that unit members may utilize accumulated sick leave (under section 9.2.1 and its subsections), and/or accumulated vacation leave (under Article 7),

and/or extended sick leave during that time. Parental leave will be provided in accordance with existing law.

9.3 Leaves of Absence Without Pay.

9.3.1 Family Care Leave.

9.3.1.1 Employees shall be granted leave to which they are entitled in accordance with the provisions of the California Family Rights Act of 1993 (CFRA) and The Family and Medical Leave Act of 1993 (FMLA).

9.3.1.2 The District shall pay the employer's regular health benefits contributions for up to 90 days during the 12 month period. The District may recover the District's contribution if the employee fails to return from leave, except if the employee is in continuation, recurrence, or onset of a serious health condition, or something else beyond the employee's control.

9.3.1.3 An employee requesting Family Care Leave for any purpose may, at the employee's option, use accumulated vacation, or other applicable paid leave provided for in this Agreement. The total amount of permissible Family Care Leave shall be reduced by the amount of other leave used.

9.3.2 Effects of Leave Without Pay.

9.3.2.1 Time elapsed while on leave of absence without pay shall not be counted toward seniority for promotion, compensation, sick leave, or vacation privileges, unless the leave of absence is granted for government service.

9.3.2.2 Leaves of absence without pay shall be approved by the Board of Trustees on an annual basis. While on leave employees eligible for benefits shall be provided the opportunity to participate in the medical and dental programs at the employee's expense.

9.3.3 Cancellation of Leave.

9.3.3.1 The District may, upon evidence that the cause for granting it was misrepresented or has ceased to exist, cancel any leave of absence and he employee shall then report for duty no later than the third working day following receipt of notification of such cancellation.

9.3.3.2 The employee may request to cancel a leave of absence and the employee will be notified in writing of the District's decision.

9.3.4 Employment While on Leave. An employee while on unpaid leave of absence previously approved by the Board of Trustees may not accept other employment that occurs during the employee's normal work hours without the prior written approval of the Board of Trustees.

ARTICLE 10 - EVALUATION PROCEDURES

10.1 Evaluation. Each employee shall be evaluated by a designated manager. The following schedule for evaluating employees shall be followed:

10.1.1 Probationary Employees. All employees will serve 12 full months in a probationary status. Probationary employees shall be evaluated by the fourth, eighth, and eleventh months of employment on the form entitled, "Performance Evaluation Report." (Attachment B) Probationary employees may be dismissed without cause, with or without an evaluation at any time during the 12 months of probation.

10.1.2 Permanent Employees. Permanent employees should be evaluated at least once every other year on the form entitled, "Performance Evaluation Report."

10.1.3 Probationary or permanent employees may be evaluated more frequently if the District manager or principal believes that an evaluation would benefit the work performance of the employee.

10.2 Evaluation Forms. The current Performance Evaluation Report is attached to the agreement as Attachment B. Should the Personnel Commission propose to amend the Performance Evaluation Report, then the proposed amendments shall be subject to negotiations between the parties.

10.3 Discussion of Evaluation. The evaluator shall discuss the performance evaluation report with the employee. The employee shall sign the evaluation form to indicate receipt, and he/she shall be given a signed copy.

10.4 Placement in Personnel File. Performance evaluation reports shall be filed in the employee's official personnel file and shall be available for review by the employee.

10.5 Employees Response. The employee may, within 10 working days of receipt of the performance evaluation form, attach a response, which will be included in the official personnel file.

10.6 Unsatisfactory Evaluations and Written Improvement Plan. An employee who receives an evaluation with an unsatisfactory rating will be expected to improve his/her performance to such an extent that a reevaluation within 90 calendar days may reflect an overall satisfactory rating. The employee will also receive during the evaluation conference a written improvement plan receive a plan of improvement which shall include specific comments and evidence of the unsatisfactory performance or behavior. The improvement plan shall provide written guidance to assist the employee in correcting any deficiencies and improving performance. The improvement plan shall also include steps the supervisor will take to assist the employee with the improvement plan. Failure to make such an improvement in performance will constitute sufficient grounds for disciplinary action.

10.7 Appeal Process. Any grievance under this Article shall be limited to a claim that the above procedures have been violated.

ARTICLE 11- PERSONNEL FILES

11.1 Materials in Personnel Files. Materials in personnel files of employees which may serve as a basis for or affect the status of their employment, are to be made available for the inspection of the person involved. Such materials are not to include

ratings, reports., or records which: (1) were obtained prior to the employment of the person involved; (2) were prepared by identifiable examination committee members; or, (3) were obtained in connection with a promotional examination.

11.2 Inspection of Personnel File by Employee. Every employee shall have the right to inspect such material upon request, provided that the request is made at a time when such person is not actually required to render services to the District.

11.3 Derogatory Information. Information of a derogatory nature, except material mentioned in Section 11.1, shall not be placed in the employee's personnel file until the employee is given 10 working days notice and an opportunity to review and comment thereon. An employee shall have the right to have attached to any such derogatory statement, his/her own comments. The employee's signature on this form does not necessarily indicate agreement with the entry.

11.4 Inspection of Personnel File by Association. The Association shall have the right to review a unit member's personnel file when accompanied by the employee.

ARTICLE 12 – LAYOFF AND REEMPLOYMENT

12.1 Notice. Whenever it is considered necessary by the District's Board of Trustees to reduce the number of employees or hours because of lack of work or lack of funds, the District shall give written notice to affected employees of their layoff at least 60 calendar days prior to the effective date of the layoff and the employees shall be informed of their displacement rights, if any, and reemployment rights. Failure of the employee to retrieve delivered mail or respond to notifications by the U.S. Postal Service of attempted delivery shall not be grounds for voiding notice or staying the timeliness for layoff. For purpose of this Rule, when a notice is mailed, the 5th working day following the mailing date is considered the date of receipt.

12.2 Order of Layoff. Whenever an employee is laid off, the order of layoff within the class shall be determined by length of service. The term length of service means hire date as a probationary and/or permanent employee in the class. The employee with the last hire date in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff. If two or more employees have the same hire date as a probationary employee, the determination of who shall be laid off first, shall be made by lot.

12.3 Displacement (Bumping) Rights. A classified employee who is laid off from a class and has achieved permanency in an equal or lower class shall have the right to displace a less senior employee in the equal or lower class.

12.4 Voluntary Demotion or Transfer. Employees who take voluntary demotions or voluntary reductions in assignment to a vacant position in lieu of layoff shall be, at the employee's option, returned to a position their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any reemployment list.

12.5 Reemployment Rights.

12.5.1 Employees who have been laid off shall be placed on reemployment lists by job classification and in order of seniority. A reemployment list shall remain in force for a period of 39 months. Persons on such a list shall be reemployed in preference to new applicants.

12.5.2 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided that the same tests of fitness under which they qualified for the appointment shall still apply.

12.6 Reemployment and Acceptance. Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District of an opening. Such notice shall be sent by certified mail to the last address given to the District by the employee. Offers of reemployment are made by the Human Resources Department.

12.6.1 Employees who have been laid off will be offered reemployment in vacant positions in their former classifications according to seniority. Such employees will be offered reemployment while their names remain on the recall or reemployment list.

12.6.2 The District shall by certified mail, offer to the employee with the highest seniority on the reemployment list any vacancy to which the employee has a reemployment right.

12.6.3 While a reemployment list is in effect, no new employees shall be hired in classifications for which employees have reemployment rights, until all employees on the reemployment list have first been offered and declined the position.

12.6.4 An employee on a reemployment list will be given by the District one offer of full reinstatement, with two weeks to return to District employment.

12.6.5 Offers of reemployment are to fill vacant positions and may be at a different work location than the one from which the employee was laid off.

12.7 Retirement in Lieu of Layoff. An employee who is eligible to retire under CalPERS may elect to retire in lieu of layoff. Such employee shall, at least ten work days prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.

12.8 Completeness of Article. The Association and the District agree that the above provisions in this Article shall be the full and complete agreement between the parties concerning layoff including the reduction of hours, reemployment due to layoff, voluntary demotion in lieu of layoff, voluntary reduction in hours in lieu of layoff, and the effects of such matters.

ARTICLE 13 – CONCERTED ACTIVITIES

13.1 Concerted Activities. The Association hereby agrees that neither it nor its officers, officials, agents, or representatives shall incite, encourage or participate in any strike, walkout, slowdown, or other work stoppage against the District during the life of this Agreement. In the event of a strike, walkout, slowdown, or work stoppage in violation of this Agreement, the Association and its respective officers, agents, and representatives will do everything reasonably within their power to end or avert the same.

13.2 Disciplinary Action. Any unit members engaging in or assisting any strike, slowdown, work stoppage, or other interference with the District's operations in violation of this Article shall be subject to disciplinary action up to and including termination.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.1 Definitions.

14.1.1 A grievance is a claim by one or more specifically named employees alleging that there has been a violation of the specific terms of this Agreement. In no case shall this definition include the terms of any statute, law, regulation, handbook, procedure, policy or other document. Terms that are allegedly violated in the filing of a grievance shall relate only to the precise language of this Agreement and shall not include any other language construed

to be part of this contract, either by inference or reference, or discipline of an employee.

14.1.2 A grievant is an employee alleging a grievance.

14.1.3 A manager, for purposes of this Article, refers to the individual who customarily assigns and reviews the activities of the grieving employee.

14.1.4 A representative is an individual designated by the MMA.

14.1.5 Day or days shall mean any weekday on which the administrative offices of the District are open for business to the general public.

14.1.6 Reference to any management representative shall include any designee.

14.2 Conditions.

14.2.1 If the employee files any grievance other than under this procedure, then the District shall not be required to process the same claim or set of facts under this procedure.

14.2.2 The failure of the employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal. The District's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement in writing.

14.2.3 The grievant shall have the right to be accompanied by a MMA representative at each Step in the grievance procedure commencing at Step Two.

14.2.4 All materials concerning the employee's grievance shall be kept in a file separate from the employee's personnel file.

14.3 Procedures.

14.3.1 Step One – Informal Resolution.

14.3.1.1 Employees and their immediate supervisor should

attempt to resolve a potential grievance as soon as practical.

14.3.1.2 No later than 10 days after an alleged grievance occurs, the employee shall inform the immediate supervisor of the alleged grievance.

14.3.1.3 The immediate supervisor shall make his/her decision known to the grievant in writing within 10 workdays of learning of the potential grievance.

14.3.2 Step Two – Immediate Supervisor. If the grievance cannot be resolved at Step One, the grievant shall reduce the allegation and remedy sought to writing on the District Grievance Form. Within 10 days of the immediate supervisor's written decision, the grievant must file a completed copy of the Grievance Form with the immediate supervisor. The immediate supervisor shall provide a written decision to the grievant within 10 days of receipt of the grievance.

14.3.3 Step Three – Assistant Superintendent, Personnel Services or Designee. Within 10 days of the written decision in Step Two above, the grievant must file a completed copy of the Grievance Form to the Assistant Superintendent, Personnel Services. The Assistant Superintendent, Personnel Services or designee will provide a written decision to the grievant within 10 days of receipt of the grievance.

14.3.4 Step Four – Mediation. Within 10 days of the written decision in Step Three above, the grievant must file a completed written request for mediation with the Office of State Mediation & Conciliation with a copy to the Assistant Superintendent, Personnel Services. The Superintendent or designee will provide a written decision to the grievant within 10 days of receipt of the grievance.

14.3.5 Step Five –Arbitration.

14.3.5.1 Submission to Arbitration. If the Association is not satisfied with the decision at Step 3, the grievance may be submitted, by the Union, to arbitration, provided that notification of the submission to arbitration is given to the Superintendent within 15 days of the Association's receipt of the Step 3 decision.

14.3.5.2 Selection of Arbitrator. The Association and the District

shall agree upon an arbitrator. If no agreement is reached within 10 days, the parties shall request the Public Employment Relations Board submit to the Association and the District the names of 7 arbitrators, all of whom are located in Southern California, and who are members of the National Academy of Arbitrators. Each party shall alternatively strike a name until only 1 name remains who shall be the arbitrator. The party who strikes the first name shall be determined by lot.

14.3.5.3 Hearing: Arbitrator's Decision. The arbitrator selected in accordance with paragraph 14.3.5.2 above shall conduct a hearing promptly. The arbitrator shall hear the issues presented, and shall render a decision promptly, but in no event later than 30 calendar days from the date of the hearing or 30 calendar days from the deadline for filing post-hearing briefs, whichever occurs later.

14.3.5.4 Fees and Expenses. The fees and expenses of the arbitrator and the hearing shall be borne equally by the parties. All other expenses, including witness fees, conferees, etc., shall be borne by the party incurring them.

14.3.5.5 Statement of Issues. The arbitrator shall be limited to deciding the issue(s) submitted to him/her. If the parties cannot agree upon a statement of the issues, the arbitrator shall determine the issue(s). In cases of procedural disputes regarding arbitrability, the parties agree that such questions of procedural arbitrability shall be decided by the arbitrator.

14.3.5.6 Limitations Upon Arbitrator. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a misapplication, misinterpretation or violation of the Agreement, in the respect alleged in the grievance and the appropriate remedy. The decision of the arbitrator shall be based solely upon evidence and arguments presented by the respective parties in the presence of each other, and upon arguments presented in briefs. This Agreement constitutes a collective bargaining agreement between the parties which shall be interpreted and applied to the parties by the arbitrator in the same manner as any other collective bargaining agreement under the laws of the State of California.

The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, a modification (whether by addition or detraction) of the written terms of this Agreement.

The arbitrator shall only have the power to render an award on grievances occurring while this Agreement is in effect.

The arbitrator may hear and determine only 1 grievance at a time unless the parties expressly agree otherwise. Both parties will in good faith endeavor to handle cases which involve the same or similar facts and issues in an expeditious and convenient manner.

No decision rendered by the arbitrator shall be retroactive beyond the beginning of the last payroll period prior to the 20 day period specified in Step 1 of the grievance procedure.

14.3.5.7 Rules of Procedure. The decision of the arbitrator, within the limits herein prescribed, shall be binding on the Association, the District and the grievant.

ARTICLE 15 - SEVERABILITY AND SAVINGS

15.1 Validity of Provisions. If any provision of this Agreement or any application of this Agreement is determined to be void or invalid, such provision shall be inoperative, but all other provisions shall not be affected and shall continue in full force and effect.

15.2 Validity of Articles. In the event that any Article or Section of an Article is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate negotiations, upon the request of the ASSOCIATION or the District, for purposes of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 16 – CONTRACTING OUT

16.1 Work normally performed by employees in this bargaining unit shall not be contracted out unless it can be done without transfer or layoff.

ARTICLE 17 – DURATION, CONCLUSION OF MEET AND NEGOTIATE AND COMPLETE AGREEMENT AND CONDITIONS

17.1 Term. This Agreement shall be in effect from the date of final ratification by both parties for a period of three years, the remainder of 2021-22, 2022-23 and 2023-24, until June 30, 2024. The salary schedule, Attachment A, shall be in effect for the 2021-22 fiscal year, effective July 1, 2021.

The following two articles after providing public notice at a meeting of the Board of Trustees will be reopened for negotiations for fiscal years 2022-23 and 2023-24:

(1) Article 5 – Salary & Allowances
(2) Article 6 - Health & Welfare Benefits

The full contract may be reopened for negotiations at the option of the Association or the District commencing in the last month of this Agreement, June 2024, following the Association and District "sunshining" of negotiation proposals.

17.2 Reopener Negotiations. The District and the Association agree that all negotiable items have been discussed during the negotiations leading to this Agreement, including salaries and benefits, and conditions of employment, and therefore the District and the Association further agree that negotiations will not be reopened on any item during the term of this Agreement, except by mutual agreement of the District and the Association, or as expressly provided otherwise in this Agreement, regarding Article 5 – Salary & Allowances and Article 6 - Health & Welfare Benefits.

17.3 Conclusion of Meet and Negotiate. The District and the Association agree that this Agreement is intended to cover all matters related to wages, hours, and all other terms and conditions of employment and that during the term of the Agreement neither the District nor the Association, without mutual agreement, will be required to meet and negotiate on any of the matters that have been negotiated in this agreement, subject to the reopening of Article 5 – Salary & Allowances and Article 6 – Health & Welfare Benefits per Section 17.1.

17.4 and signatures on next page.

17.4 Complete Agreement. This Agreement shall constitute the full and complete agreement between the parties and shall supersede and cancel all previous agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

FOR THE ANAHEIM UNION HIGH SCHOOL DISTRICT

By: Michael Matsuda (Apr 21, 2022 10:04 PDT)
Michael B. Matsuda
Superintendent

FOR THE ANAHEIM UNION HIGH SCHOOL DISTRICT MID-MANAGERS ASSOCIATION

By: Rigoberto Perez (Apr 18, 2022 15:05 PDT)
Rigo Perez
Association President

By: Shawna Walker (Apr 20, 2022 08:57 PDT)
Shawna Walker
Association Vice-President

By: Jeffrey Natke (Apr 21, 2022 09:35 PDT)
Jeffrey Natke
General Manager, CEA

ANAHEIM UNION HIGH SCHOOL DISTRICT
MID-MANAGERS ASSOCIATION
2022/2023 SALARY SCHEDULE
Effective 7/1/22 - BOT Approved 3/7/23

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
2	PLANT MANAGER I	5,099.00	5,283.00	5,489.00	5,697.00	5,910.00	6,128.00	6,254.00	6,366.00	6,494.00	6,618.00	Monthly
3	** FOOD SERVICES SITE MANAGER I	5,206.00	5,408.00	5,614.00	5,833.00	6,060.00	6,297.00	6,420.00	6,544.00	6,672.00	6,800.00	Monthly
4	PLANT MANAGER II	5,338.00	5,539.00	5,747.00	5,964.00	6,195.00	6,431.00	6,550.00	6,677.00	6,803.00	6,934.00	Monthly
5	**FOOD SERVICES SITE MANAGER II	5,454.00	5,670.00	5,886.00	6,120.00	6,355.00	6,600.00	6,734.00	6,867.00	6,999.00	7,137.00	Monthly
9	MAINTENANCE FOREMAN	5,968.00	6,204.00	6,449.00	6,700.00	6,966.00	7,233.00	7,376.00	7,523.00	7,670.00	7,821.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
2% plus $618 after ten (10) years of service with AUHSD
4% plus $1839 additional after fifteen (15) years of service with AUHSD
7% plus $3,386 additional after twenty (20) years of service with AUHSD
10% plus $4,416 additional after twenty-five (25) years of service with AUHSD
12% plus $4,716 additional after thirty (30) years of service with AUHSD

* Overtime Exempt
** Ten Month Employees

Attachment A

ANAHEIM UNION HIGH SCHOOL DISTRICT CLASSIFIED PERSONNEL DEPARTMENT
PERFORMANCE EVALUATION REPORT
CLICK AND ENTER DATA IN THE APPROPRIATE AREAS

Employee Name:	Employee Status:	Location Name:

Class Title:	Employee ID #:	Due Date:	Location	If Unscheduled Report, Mark Here ☐

A	B	C	D		E	
Not Satisfactory	Requires Improvement	Effectively Meets Standards	Exceeds Standards	**SECTION A Factor Check List: Immediate supervisor must mark each factor in the appropriate column.**	Does not apply	Probationary Regular: ☐ 3 months ☐ 5 months Probationary Administrator: ☐ 4 months ☐ 8 months ☐ 11 months Permanent Classified Employee: ☐ Bi-Annual Report
☐	☐	☐	☐	1. Observance of work hours	☐	**SECTION B:** Record job STRENGTHS and superior performance.
☐	☐	☐	☐	2. Attendance	☐	-See Appendix A, Section B
☐	☐	☐	■	3. Grooming and dress	☐	
☐	☐	☐	■	4. Compliance with rules	☐	
☐	☐	☐	☐	5. Safety practices	☐	
☐	☐	☐	☐	6. Public contacts	☐	
☐	☐	☐	☐	7. Pupil contacts	☐	**SECTION C:** Record PROGRESS ACHIEVED in attaining previously set
☐	☐	☐	☐	8. Employee contacts	☐	goals for improved work performance for personal or job qualifications.
☐	☐	☐	☐	9. Knowledge of work	☐	-See Appendix A, Section C
☐	☐	☐	☐	10. Work judgments	☐	
☐	☐	☐	☐	11. Planning and organization	☐	
☐	☐	☐	☐	12. Job skill level	☐	
☐	☐	☐	☐	13. Quality of work	☐	**SECTION D:** Record specific GOALS or IMPROVEMENT PROGRAMS
☐	☐	☐	☐	14. Volume of acceptable work	☐	to be undertaken during next evaluation period.
☐	☐	☐	☐	15. Meeting deadlines	☐	-See Appendix A, Section D
☐	☐	☐	☐	16. Accepts responsibility	☐	
☐	☐	☐	☐	17. Accepts direction	☐	
☐	☐	☐	☐	18. Accepts change	☐	
☐	☐	☐	☐	19. Effectiveness under stress	☐	**SECTION E:** Specify work performance deficiencies or job behavior
☐	☐	☐	☐	20. Operation, care of equipment	☐	requiring improvement or correction. Explain checks in column A & B.
☐	☐	☐	☐	21. Work coordination	☐	-See Appendix A, Section E
☐	☐	☐	☐	22. Initiative	☐	
ADDITIONAL FACTORS						
☐	☐	☐	☐		☐	**SUMMARY EVALUATION** Mark overall performance
☐	☐	☐	☐		☐	☐ Not satisfactory ☐ Requires improvement
☐	☐	☐	☐		☐	☐ Effective-meets standards ☐ Exceeds Standards
☐	☐	☐	☐		☐	**Comments:**
☐	☐	☐	☐		☐	
FACTORS FOR SUPERVISORS						
☐	☐	☐	☐	23. Planning and organizing	☐	
☐	☐	☐	☐	24. Scheduling and coordinating	☐	**Rater:** **Title:**
☐	☐	☐	☐	25. On the job training	☐	**Raters Signature:** **Date:**
☐	☐	☐	☐	26. Productivity	☐	**Reviewer:** (If none, so indicate)
☐	☐	☐	☐	27. Evaluating subordinates	☐	**Reviewer's Signature:**
☐	☐	☐	☐	28. Judgments and decisions	☐	**Title:** **Date:**
☐	☐	☐	☐	29. Leadership	☐	**EMPLOYEE:** I certify that this report has been discussed with me. I
☐	☐	☐	☐	30. Operational economy	☐	understand my signature does not necessarily indicate agreement.
☐	☐	☐	☐	31. Supervision	☐	☐ A response will be made (by mutual agreement) on (Date):
ADDITIONAL FACTORS						☐ A response was submitted on (Date):
☐	☐	☐	☐		☐	☐ No response
☐	☐	☐	☐		☐	
☐	☐	☐	☐		☐	**Employee Signature:**
☐	☐	☐	☐		☐	**Date:**

DISTRIBUTION: Personnel (original), Employee (copy), Supervisor, Principal, or Administrator (copy)

Appendix A

Employee Name:	Location:	Date Due:

SECTION B: Record job STRENGTHS and superior performance.

SECTION C: Record PROGRESS ACHIEVED in attaining previously set goals for improved work performance for personal or job qualifications.

SECTION D: Record specific GOALS or IMPROVEMENT PROGRAMS to be undertaken during next evaluation period.

SECTION E: Specify work performance deficiencies or job behavior requiring improvement or correction.

Declaring Certain Equipment as Unusable, Obsolete, and/or Out-of-Date and Ready for Sale, or Destruction	
Quantity	**Description**
12	Access Point
9	Charging Cart
113	Chromebook
62	Computer Desktop
21	Computer Laptop
28	Computer Monitor
1	Computer Tablet
4	Document Camera
1	DVD Player
1	DVR Player
1	Mixer, Video
11	Monitor, Video
9	Printer
6	Processor, Digital Signal
48	Projector
5	Server
1	Sound Board
4	Speaker
6	Stereo System
153	Switch
3	Television

EXHIBIT BB

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

Description	Quantity	Publication Date	General Condition	Reason For Disposition	Compliant Y/N
Social Science					
Economics	243	Outdated	Fair	Obsolete	No To Be Sold
Impact: Principles of Democracy	458	Outdated	Fair	Obsolete	No To Be Sold

ANAHEIM UHSD

EXHIBIT CC

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2023 **FROM 02/03/2023 TO 02/22/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64R1291	**A GOOD SIGN AND GRAPHICS COMPA**	**3,611.25**	3,611.25	0124230081 5610	LOARA/GENERAL/MO / REPAIRS/MAINT - O/S
S64X0480	**A LINE INC**	**5,000.00**	5,000.00	0110230081 5620	MAINTENANCE/MO / RENTALS/OPERATING LEASES
S64R1207	**AARDVARK CLAY AND SUPPLIES INC**	**4,799.82**	333.10	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			4,466.72	0135000910 4410	DA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64R1364	**ABC SCHOOL EQUIPMENT INC**	**19,995.05**	13,325.94	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
			1,448.14	0110230081 4410	MAINTENANCE/MO / EQUIPMENT - NON-
			4,650.62	0134230081 4355	WA/GENERAL/MO / MAINTENANCE SUPPLIES
			570.35	0134230081 4410	WA/GENERAL/MO / EQUIPMENT - NON-CAPITALIZE
S64R1307	**ABLENET INC.**	**404.06**	404.06	0147000910 4310	HOPE/LCFF-CONCENTRATION/INSTR /
S64T0434	**ACME NETWORK, THE**	**1,600.00**	1,600.00	0128393010 5880	CY/VEA-2B/INSTR / OTHER OPERATING EXPENSES
S64R1233	**ADA SPORTS BADMINTON AND TENNI**	**2,198.70**	2,198.70	0127385010 4310	KE/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64T0401	**ADORAMA**	**1,356.27**	1,356.27	0125393010 4410	KA/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZE
S64S0101	**ADVANTAGE WEST INVESTMENT ENTE**	**18,824.36**	18,824.36	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
S64C0112	**AERIES SOFTWARE INC**	**2,997.00**	2,997.00	0117750110 5210	IS/DISTRICT PD/INSTR / TRAVEL AND CONFERENCE
S64R1269	**AERIES SOFTWARE INC**	**2,098.00**	2,098.00	0108108077 5210	INFO SYSTEM/DP / TRAVEL AND CONFERENCE
S64R0788	**ALL AMERICAN SIGN COMPANY INC**	**788.76**	788.76	0138000927 4320	BA/LCFF-CONCENTRATION/SCH ADM / OTHER
S64R1349	**ALL WE PRINT**	**991.30**	210.11	0137000910 4310	SY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAI
			781.19	0137000910 4410	SY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64R1350	**ALL WE PRINT**	**3,043.94**	2,262.75	0135000910 4410	DA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
			781.19	0135381110 4410	DA/TITLE I - PARENTING / EQUIPMENT - NON-
S64R1198	**ALONTI CAFE AND CATERING**	**1,287.31**	1,287.31	0122140027 4390	MA/SCH ADM / MEETING EXPENSE - FOOD
S64R1360	**AMERICAN BUTTON MACHINES**	**652.09**	652.09	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR / INSTRUCTION/
S64X0478	**ANAHEIM HIGH SCHOOL**	**30,000.00**	30,000.00	0120028040 5810	AN/ATHLET/ANCILLARY / NON-INSTRUCTIONAL
S64T0424	**APPLE INC**	**696.10**	696.10	0120000910 4410	AN/LCFF-CONCENTRATION/INSTR / EQUIPMENT -

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2023 **FROM 02/03/2023 TO 02/22/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64T0437	**APPLE INC**	**1,215.52**	1,215.52	0120393010 4310	ANAHEIM/VEA-2B/INSTR / INSTRUCTIONAL MATL &
S64T0453	**APPLE INC**	**3,967.58**	3,967.58	0128000910 4410	CY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64T0455	**APPLE INC**	**5,073.52**	5,073.52	0102000572 4410	SPECIAL PROJECTS BUDGET / EQUIPMENT - NON-
S64T0458	**APPLE INC**	**1,259.42**	1,259.42	0140000910 4410	SO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64R1304	**AQUARIUM OF THE PACIFIC**	**862.50**	862.50	0132000910 5880	OR/LCFF-CONCENTRATION/INSTR / OTHER
S64R1206	**ARBOR SCIENTIFIC**	**1,766.89**	1,766.89	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1258	**ARBOR SCIENTIFIC**	**850.91**	850.91	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAI
S64T0420	**AREY JONES EDUCATIONAL SOLUTIO**	**14,096.39**	14,096.39	0108750410 4310	IT/TECHNOLOGY/INSTR / INSTRUCTIONAL MATL &
S64A0220	**ARNOLD, JERMIE S**	**1,125.00**	1,125.00	0153000910 5880	SP PR/LCFF-SUPPLEMENTAL / OTHER OPERATING
S64T0421	**AUDIO RESOURCE GROUP INC**	**3,035.98**	96.98	0121381010 4310	WE/ECIA TITLE I/INSTRUCTI / INSTRUCTIONAL MAT
			2,939.00	0121381010 4410	WE/ECIA TITLE I/INSTRUCTI / EQUIPMENT - NON-
S64R1252	**AWARDS BY PAUL**	**258.60**	258.60	0138000927 4320	BA/LCFF-CONCENTRATION/SCH ADM / OTHER
S64R1336	**AWARDS BY PAUL**	**241.36**	241.36	0123381110 4310	SAVANNA/TITLE I/PARENTING / INSTRUCTIONAL
S64X0477	**AWARDS BY PAUL**	**2,000.00**	2,000.00	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64T0400	**B AND H PHOTO VIDEO INC**	**1,936.55**	1,936.55	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
S64T0402	**B AND H PHOTO VIDEO INC**	**222.98**	222.98	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64T0403	**B AND H PHOTO VIDEO INC**	**1,221.36**	1,221.36	0128385010 4410	CY/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
S64T0407	**B AND H PHOTO VIDEO INC**	**12,838.16**	3,787.41	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			9,050.75	0125393010 4410	KA/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZE
S64T0408	**B AND H PHOTO VIDEO INC**	**6,374.89**	6,374.89	0102000572 6490	SPECIAL PROJECTS BUDGET / EQUIPMENT - OTHER
S64T0413	**B AND H PHOTO VIDEO INC**	**1,498.58**	1,498.58	0125385010 4310	KA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64T0414	**B AND H PHOTO VIDEO INC**	**1,047.22**	1,047.22	0132000910 4410	OR/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64T0416	**B AND H PHOTO VIDEO INC**	**477.33**	477.33	0131381010 4310	BR/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2023 **FROM 02/03/2023 TO 02/22/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64T0425	**B AND H PHOTO VIDEO INC**	**342.62**	342.62	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64T0426	**B AND H PHOTO VIDEO INC**	**104.00**	104.00	0128385010 4310	CY/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64T0448	**B AND H PHOTO VIDEO INC**	**1,382.85**	1,382.85	0120385010 4310	AN/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64T0449	**B AND H PHOTO VIDEO INC**	**994.81**	994.81	0144385010 4310	LEX/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64T0450	**B AND H PHOTO VIDEO INC**	**111.50**	111.50	0120393010 4310	ANAHEIM/VEA-2B/INSTR / INSTRUCTIONAL MATL &
S64T0456	**B AND H PHOTO VIDEO INC**	**484.14**	484.14	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
S64T0457	**B AND H PHOTO VIDEO INC**	**970.23**	970.23	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
S64R1238	**B AND M LAWN AND GARDEN INC**	**339.40**	339.40	0142000081 4347	OXFORD/MO / OPERATIONS SUPPLIES - MISC
S64R1355	**B AND M LAWN AND GARDEN INC**	**594.78**	594.78	0111220081 4410	OPERATIONS - GENERAL / EQUIPMENT - NON-
S64R1274	**BACH COMPANY, THE**	**1,024.07**	1,024.07	0121381010 4310	WE/ECIA TITLE I/INSTRUCTI / INSTRUCTIONAL MAT
S64R1302	**BACH COMPANY, THE**	**280.45**	280.45	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1324	**BACH COMPANY, THE**	**7,880.84**	7,880.84	0125381010 4310	KA/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI
S64R1326	**BACH COMPANY, THE**	**398.68**	398.68	0124261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
S64R1204	**BARNES AND NOBLE**	**688.52**	688.52	0131381010 4210	BR/ECIA1/INSTR / BOOKS AND REFERENCE
S64R1212	**BARNES AND NOBLE**	**289.87**	289.87	0131000910 4210	BR/LCFFF-CONCENTRATION/INSTR / BOOKS AND
S64R1259	**BARNES AND NOBLE**	**67.20**	67.20	0168381010 4310	GI/TITLE I/INSTR / INSTRUCTIONAL MATL & SUPPLI
S64R1303	**BARNES AND NOBLE**	**241.34**	241.34	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
S64R1286	**BAVCO**	**5,531.91**	372.21	0144222081 4355	OPERATIONS - GROUNDS / MAINTENANCE SUPPLIES
			5,159.70	0144222081 4410	OPERATIONS - GROUNDS / EQUIPMENT - NON-
S64R1190	**BE THE CHANGE CONSULTING**	**540.13**	540.13	0131000910 4310	BR/LCFFF-CONCENTRATION/INSTR / INSTRUCTION/
S64A0213	**BEN'S ASPHALT INC.**	**498,333.00**	498,333.00	0110238081 5610	MAINTENANCE/PAVING/MO / REPAIRS/MAINT - O/S
S64R1193	**BIG ASS FANS**	**1,960.30**	1,960.30	0124027010 4410	LOARA/PHYS ED/INSTR / EQUIPMENT - NON-
S64A0218	**BIG BROTHERS BIG SISTERS OF OR**	**50,000.00**	50,000.00	0117546621 5805	SWP K12 PATHWAY(ROUND 3 OCDE) /

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2023 **FROM 02/03/2023 TO 02/22/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64R1256	**BIO RAD LABORATORIES INC.**	**705.44**	705.44	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
S64T0422	**BIOMETRICS4ALL INC**	**1,998.84**	1,998.84	0104104072 5610	CERT HR/GENL ADM / REPAIRS/MAINT - O/S
S64R1213	**BLICK ART MATERIALS LLC**	**3,374.74**	3,374.74	0125385010 4310	KA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1239	**BLICK ART MATERIALS LLC**	**1,136.32**	1,136.32	0135385010 4310	DA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1242	**BLICK ART MATERIALS LLC**	**1,985.74**	1,985.74	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1243	**BLICK ART MATERIALS LLC**	**1,951.30**	1,951.30	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1245	**BLICK ART MATERIALS LLC**	**1,529.13**	1,529.13	0128385010 4310	CY/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1246	**BLICK ART MATERIALS LLC**	**2,219.32**	2,219.32	0128385010 4310	CY/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1328	**BLICK ART MATERIALS LLC**	**237.40**	237.40	0131385010 4310	BR/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1329	**BLICK ART MATERIALS LLC**	**728.84**	728.84	0128385010 4310	CY/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1352	**BLICK ART MATERIALS LLC**	**484.81**	484.81	0134000910 4310	WA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64T0445	**BLUUM USA INC.**	**5,836.50**	5,836.50	0128000910 4410	CY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64R1280	**BPS SUPPLY GROUP**	**1,002.28**	245.34	0142239081 4355	OXFORD/PLUMB/MO / MAINTENANCE SUPPLIES
			756.94	0142239081 4410	OXFORD/PLUMB/MO / EQUIPMENT - NON-
S64R1230	**BSN SPORTS LLC**	**1,080.66**	1,080.66	0127385010 4310	KE/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1299	**BSN SPORTS LLC**	**1,165.87**	1,165.87	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
S64R1317	**BSN SPORTS LLC**	**80.58**	80.58	0142750640 4310	OX/AFTER SCHOOL/ANCIL / INSTRUCTIONAL MATL
S64R1321	**BSN SPORTS LLC**	**441.78**	441.78	0142750640 4310	OX/AFTER SCHOOL/ANCIL / INSTRUCTIONAL MATL
S64R1327	**BSN SPORTS LLC**	**2,425.84**	78.66	0135381010 4310	DALE/ECIA1/INSTR / INSTRUCTIONAL MATL &
			2,347.18	0135385010 4310	DA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1335	**BSN SPORTS LLC**	**2,654.96**	2,654.96	0121025040 4410	ASB/ANCIL / EQUIPMENT - NON-CAPITALIZED
S64R1296	**BUDDY'S ALL STARS INC**	**8,450.44**	8,450.44	0121000910 4410	WE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64R1218	**BULK BOOKSTORE**	**651.67**	651.67	0123000910 4210	SA/LCFF-CONCENTRATION/INSTR / BOOKS AND

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2023 **FROM 02/03/2023 TO 02/22/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64C0110	**BUSWEST**	**1,700.46**	1,700.46	0179113536 4376	GARAGE/TRANS-SP ED/TRANSP / TRANS SUPPLY-BU
S64R1228	**CADA CENTRAL**	**1,270.00**	1,270.00	0135000910 5210	DA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
S64R1250	**CADA CENTRAL**	**635.00**	635.00	0144399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
S64R1257	**CADA CENTRAL**	**485.00**	485.00	0123381010 5210	SA/TITLE I/INSTR / TRAVEL AND CONFERENCE
S64R1288	**CADA CENTRAL**	**585.00**	585.00	0125000910 5210	KA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
S64R1290	**CADA CENTRAL**	**535.00**	535.00	0125000910 5210	KA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
S64R1292	**CADA CENTRAL**	**535.00**	535.00	0125000910 5210	KA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
S64R1293	**CADA CENTRAL**	**685.00**	685.00	0137000910 5210	SY/LCFF-CONCENTRATION/INSTR / TRAVEL AND
S64T0454	**CANELA SOFTWARE INC**	**594.00**	594.00	0119137034 5880	SPECIAL EDUC/HEALTH SERVICES / OTHER
S64R1359	**CAPISTRANO GOLF CARS INC**	**1,759.81**	1,759.81	0123000081 5610	SA/MO / REPAIRS/MAINT - O/S SERVICES
S64R1184	**CAROLINA BIOLOGICAL SUPPLY CO.**	**29.31**	29.31	0100031010 4310	CHEMISTRY/INSTR / INSTRUCTIONAL MATL &
S64R1248	**CAROLINA BIOLOGICAL SUPPLY CO.**	**280.10**	280.10	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1331	**CAROLINA BIOLOGICAL SUPPLY CO.**	**856.37**	856.37	0134000910 4310	WA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1334	**CAROLINA BIOLOGICAL SUPPLY CO.**	**839.04**	839.04	0134000910 4310	WA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1294	**CATE**	**3,550.00**	3,550.00	0122381010 5210	MA/ECIA1/INSTR / TRAVEL AND CONFERENCE
S64R1199	**CCEA**	**550.00**	550.00	0168140027 5880	GI SOUTH/SCH ADM/SCH ADM / OTHER OPERATING
S64T0435	**CDW GOVERNMENT INC.**	**61.09**	61.09	0144027010 4310	LEX/PHYS ED/INSTR / INSTRUCTIONAL MATL &
S64R1273	**CERAMIC SHOP, THE**	**66.44**	66.44	0123385010 4310	SA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1277	**CHROMARK CORP.**	**561.43**	561.43	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1363	**CHROMARK CORP.**	**491.39**	491.39	0122489510 4310	MA/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONA
S64R1192	**CIF STATE OFFICE**	**1,515.36**	1,515.36	0123000010 5310	SA/INSTR / DUES AND MEMBERSHIPS
S64R1231	**CIF STATE OFFICE**	**2,393.60**	2,393.60	0120028040 5310	AN/ATHLET/ANCILLARY / DUES AND MEMBERSHIP
S64R1315	**CITY OF ANAHEIM**	**500.00**	500.00	0123028010 5880	SA/ATHLET/INSTR / OTHER OPERATING EXPENSES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2023 **FROM 02/03/2023 TO 02/22/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64T0411	**COGNITO LLC**	**328.00**	328.00	0115115021 5880	EDUCATION/SUPV INST / OTHER OPERATING
S64S0098	**COMPLETE OFFICE OF CA**	**16,427.57**	16,427.57	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
S64S0100	**COMPLETE OFFICE OF CA**	**5,085.81**	5,085.81	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
S64R1255	**CONCORD THEATRICAL CORP.**	**1,501.25**	1,001.25	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			500.00	0128385010 5880	CY/TITLE IV/INSTR / OTHER OPERATING EXPENSES
S64X0475	**CONTINENTAL ATHLETIC SUPPLY IN**	**11,400.00**	11,400.00	0128028010 5880	CY/ATHLET/INSTR / OTHER OPERATING EXPENSES
S64R1318	**COSCO FIRE PROTECTION INC**	**2,734.00**	812.00	0147230081 5610	HOPE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICI
			1,922.00	0150230081 5610	ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S
S64R1289	**CREATIVE BUS SALES**	**19,083.57**	19,083.57	0179113536 4376	GARAGE/TRANS-SP ED/TRANSP / TRANS SUPPLY-BU
S64R1322	**CULVER NEWLIN**	**660.98**	660.98	0140140027 4320	SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MISC
S64C0113	**CUMMINS PACIFIC LLC**	**2,144.84**	1,086.70	0127230081 5610	KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
			1,058.14	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
S64R1316	**DECKER INC**	**554.81**	554.81	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1267	**DISNEYLAND RESORT**	**5,310.00**	5,310.00	0132000910 5880	OR/LCFF-CONCENTRATION/INSTR / OTHER
S64R1345	**DRAMATIC PUBLISHING**	**545.66**	427.13	0135385010 4310	DA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
			118.53	0135385010 5880	DA/TITLE IV/INSTR / OTHER OPERATING EXPENSES
S64R1281	**EDVOTEK INC.**	**731.97**	731.97	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1224	**EL CANTARITO RESTAURANT**	**1,261.50**	1,261.50	0140000027 4390	SO/SCHOOL ADMINISTRATION / MEETING EXPENSE
S64R1282	**F.M. THOMAS AIR CONDITIONING I**	**9,851.68**	1,794.18	0110235081 4355	MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLI
			8,057.50	0110235081 5610	MAINTENANCE/HVAC/MO / REPAIRS/MAINT - O/S
S64R1301	**FLYPOET ENTERTAINMENT**	**2,800.00**	2,800.00	0115750210 5880	ED/S & C (INNOVATION GNT/INSTR / OTHER
S64A0216	**FUSION LEARNING INC**	**150,000.00**	150,000.00	0119283011 5880	SYS/INSTR / OTHER OPERATING EXPENSES
S64A0219	**GALLAGHER & ASSOCIATES INC**	**45,000.00**	45,000.00	0115750121 5810	ED/PROF DEV/SUPV INSTR / NON-INSTRUCTIONAL
S64T0404	**GATEKEEPER SYSTEMS USA INC**	**1,593.49**	1,593.49	0113113036 4320	TRANS/REG-ED/TRANSPORTATION / OTHER

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2023 **FROM 02/03/2023 TO 02/22/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64X0479	**GEARY PACIFIC SUPPLY**	**10,000.00**	10,000.00	0110235081 4355	MAINTENANCE/HVAC/MO / MAINTENANCE SUPPLI
S64R1208	**GIANNELLI ELECTRIC INC.**	**3,846.00**	3,846.00	0120231081 5610	ANAHEIM/ELECTRIC/MO / REPAIRS/MAINT - O/S
S64R1297	**GLASBY MAINTENANCE SUPPLY CO.**	**4,789.05**	4,789.05	0121000081 4410	WESTERN/MO / EQUIPMENT - NON-CAPITALIZED
S64R1227	**GOPHER SPORTS EQUIPMENT**	**4,225.01**	542.09	0123381010 4310	SA/TITLE I/INSTR / INSTRUCTIONAL MATL &
			2,175.50	0123385010 4310	SA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
			1,507.42	0123385010 4410	SA/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
S64R1234	**GOPHER SPORTS EQUIPMENT**	**4,830.92**	4,830.92	0127385010 4310	KE/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1300	**GOPHER SPORTS EQUIPMENT**	**5,984.09**	5,984.09	0140385010 4310	SO/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1314	**GOPHER SPORTS EQUIPMENT**	**474.21**	474.21	0131381010 4310	BR/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI
S64R1323	**GOPHER SPORTS EQUIPMENT**	**873.10**	227.68	0168385010 4310	GI/TITLE IV/INSTR / INSTRUCTIONAL MATL &
			645.42	0168385010 4410	GI/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
S64R1325	**GOPHER SPORTS EQUIPMENT**	**2,967.65**	2,967.65	0134385010 4310	WA/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64T0417	**GUITAR CENTER STORES INC**	**5,943.49**	5,943.49	0153385010 4410	SP/TITLE IV, PART A/INSTR / EQUIPMENT - NON-
S64T0427	**GUITAR CENTER STORES INC**	**273.71**	273.71	0123000010 4310	SA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
S64R1311	**HEALTH SCIENCE ASSOCIATES**	**4,292.50**	2,146.25	0121240081 5610	WESTERN/POOL/MO / REPAIRS/MAINT - O/S SERVIC
			2,146.25	0123240081 5610	SA/POOL/MO / REPAIRS/MAINT - O/S SERVICES
S64R1285	**HOWARD INDUSTRIES**	**948.37**	53.53	0122235081 4355	MA/HVAC/MO / MAINTENANCE SUPPLIES
			894.84	0122235081 4410	MA/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
S64R1308	**IML SECURITY SUPPLY**	**4,084.59**	4,084.59	0125230081 4355	KA/GENERAL/MO / MAINTENANCE SUPPLIES
S64R1275	**INTERNATIONAL HOUSE OF MUSIC I**	**970.83**	970.83	0161385010 4310	PO/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1351	**INTERNATIONAL HOUSE OF MUSIC I**	**2,924.87**	2,924.87	0131385010 4310	BR/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64T0409	**IXL**	**299.00**	299.00	0138381010 5880	BALL/ECIA1/INSTR / OTHER OPERATING EXPENSES
S64R1253	**J.W. PEPPER AND SON INC.**	**978.29**	978.29	0125000910 4310	KA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1357	**JHM SUPPLY INC.**	**8,526.86**	8,526.86	0123222081 4355	OPERATIONS - GROUNDS / MAINTENANCE SUPPLIE

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2023 **FROM 02/03/2023 TO 02/22/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64R1361	**JOHNSON CONTROLS**	**2,269.00**	133.00	0135235081 4355	DALE/HVAC/MO / MAINTENANCE SUPPLIES
			2,136.00	0135235081 5610	DALE/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
S64R1215	**JUNIOR LIBRARY GUILD**	**6,306.63**	6,306.63	0131381010 4210	BR/ECIA1/INSTR / BOOKS AND REFERENCE
S64S0097	**KELLY SPICERS INC**	**33,343.88**	33,343.88	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
S64T0423	**LOADBALANCER.ORG INC.**	**1,390.00**	1,390.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
S64R1214	**MACKIN LIBRARY MEDIA**	**519.69**	519.69	0131381010 4210	BR/ECIA1/INSTR / BOOKS AND REFERENCE
S64R1217	**MACKIN LIBRARY MEDIA**	**349.58**	349.58	0135381010 4210	DALE/ECIA1/INSTR / BOOKS AND REFERENCE
S64R1220	**MACKIN LIBRARY MEDIA**	**699.17**	699.17	0135381010 4210	DALE/ECIA1/INSTR / BOOKS AND REFERENCE
S64R1221	**MACKIN LIBRARY MEDIA**	**3,155.46**	3,155.46	0135381010 4210	DALE/ECIA1/INSTR / BOOKS AND REFERENCE
S64R1263	**MACKIN LIBRARY MEDIA**	**171.26**	171.26	0131000910 4210	BR/LCFFF-CONCENTRATION/INSTR / BOOKS AND
S64R1264	**MACKIN LIBRARY MEDIA**	**5,000.00**	5,000.00	0135381010 4210	DALE/ECIA1/INSTR / BOOKS AND REFERENCE
S64R1278	**MACKIN LIBRARY MEDIA**	**594.10**	594.10	0131381010 4210	BR/ECIA1/INSTR / BOOKS AND REFERENCE
S64S0104	**MARKERTEK VIDEO SUPPLY**	**1,014.32**	1,014.32	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
S64R1194	**MEDCO SPORTS MEDICINE**	**530.28**	530.28	0120028034 4320	ANAHEIM/ATHLETICS/HEALTH / OTHER OFFICE/MIS
S64R1235	**MEDCO SPORTS MEDICINE**	**12,441.90**	11,856.97	0127393010 4310	KE/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			584.93	0127393010 4410	KE/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
S64R1271	**MICHAELS STORES INC & SUBS**	**390.20**	390.20	0125000910 4310	KA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1346	**MIKE ELAM CONSTRUCTION**	**4,536.48**	447.17	0121236081 4355	WESTERN/LOCKS / MAINTENANCE SUPPLIES
			1,589.31	0121236081 4410	WESTERN/LOCKS / EQUIPMENT - NON-CAPITALIZEI
			2,500.00	0121236081 5610	WESTERN/LOCKS / REPAIRS/MAINT - O/S SERVICES
S64R1338	**MONTGOMERY HARDWARE CO.**	**2,816.68**	2,816.68	0110236081 4410	MAINTENANCE/LOCKS/MO / EQUIPMENT - NON-
S64R1262	**MUSIC AND ARTS CENTER**	**1,802.56**	1,802.56	0131385010 4310	BR/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1320	**MUSIC AND ARTS CENTER**	**1,095.01**	1,095.01	0134385010 4310	WA/TITLE IV/INSTR / INSTRUCTIONAL MATL &

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2023 **FROM 02/03/2023 TO 02/22/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64R1341	**MUSIC AND ARTS CENTER**	**505.77**	505.77	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1226	**MUSICK AND PEELER AND GARRETT**	**50.00**	50.00	0105105072 5821	CLASS HR/GENL ADM / LEGAL FEES
S64R1186	**NASCO**	**4,467.93**	2,248.31	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			2,219.62	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
S64R1187	**NASCO**	**3,996.99**	3,996.99	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
S64R1240	**NASCO**	**151.62**	151.62	0128385010 4310	CY/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1284	**NASCO**	**1,482.60**	1,482.60	0168385010 4310	GI/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1353	**NASCO**	**773.87**	96.12	0135381010 4310	DALE/ECIA1/INSTR / INSTRUCTIONAL MATL &
			677.75	0135385010 4410	DA/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZI
S64R1354	**NASCO**	**1,702.26**	1,702.26	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
S64R1209	**NATIONAL RESTAURANT ASSOCIATIO**	**661.79**	661.79	0117751110 4210	IS/DUAL ENROLLMENT/INSTR / BOOKS AND
S64R1232	**NCCEP**	**15,800.00**	1,250.00	0115750110 5210	ED/S & C (INNOVATION GNT/INSTR / TRAVEL AND
			14,550.00	0115750121 5210	ED/PROF DEV/SUPV INSTR / TRAVEL AND
S64R1196	**NEW MANAGEMENT INC.**	**366.44**	366.44	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
S64A0217	**NEW PEDAGOGIES FOR**	**60,000.00**	60,000.00	0100469210 5810	EDUCATOR EFFECTIVENESS 21/22 / NON-
S64R1337	**NIMCO**	**279.25**	279.25	0132489510 4310	OR/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
S64T0446	**NOREDINK CORP**	**11,500.00**	11,500.00	0121381010 5880	WE/ECIA TITLE I/INSTRUCTI / OTHER OPERATING
S64X0481	**NORTH ORANGE COUNTY REGIONAL**	**2,392,780.00**	2,392,780.00	0100512592 7223	ROP APPRENTICE/TRSF BETWN AGNC / ROP
S64R1229	**OCDE**	**149.00**	149.00	0161381010 5210	PO/TITLE I/INSTR / TRAVEL AND CONFERENCE
S64R1211	**OFFICE DEPOT**	**151.25**	151.25	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
S64A0208	**OLIVE CREST ACADEMY**	**53,683.83**	53,683.83	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
S64R1191	**ONE DAY SIGNS**	**12,414.24**	2,414.24	0124000081 4410	LOARA/MO / EQUIPMENT - NON-CAPITALIZED
			5,500.00	0124000910 4410	LO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
			4,500.00	0124000981 4410	LO/LCFF-CONCENTRATION/M&O / EQUIPMENT - NO

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2023 **FROM 02/03/2023 TO 02/22/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64R1265	**ORANGE COUNTY JOURNALISM**	**150.00**	150.00	0128000910 5880	CY/LCFF-CONCENTRATION/INSTR / OTHER
S64R1310	**ORANGE COUNTY PUBLIC SAFETY**	**1,530.00**	1,530.00	0164752110 5810	IS/STEM-A-PALOZZA/INSTR / NON-INSTRUCTIONAL
S64R1200	**ORANGE COUNTY ROPES COURSE**	**1,000.00**	1,000.00	0135000910 5880	DA/LCFF-CONCENTRATION/INSTR / OTHER
S64R1268	**ORANGE COUNTY ROPES COURSE**	**1,800.00**	1,800.00	0135000910 5880	DA/LCFF-CONCENTRATION/INSTR / OTHER
S64R1266	**PARTY CITY**	**103.44**	103.44	0132489510 4310	OR/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
S64R1225	**PERFORMANCE HEALTH SUPPLY INC.**	**247.46**	247.46	0122028034 4320	MAGNOLIA/ATHLETICS/HEALTH / OTHER
S64R1249	**PHANTOM PROJECTS**	**2,250.00**	2,250.00	0142000910 5580	OX/LCFF-CONCENTRATION/INSTR / SANITATION
S64R1312	**PHANTOM PROJECTS**	**400.00**	400.00	0132000910 5880	OR/LCFF-CONCENTRATION/INSTR / OTHER
S64R1219	**PHOENIX TREE PUBLISHING INC.**	**210.46**	210.46	0131381010 4210	BR/ECIA1/INSTR / BOOKS AND REFERENCE
S64T0438	**PITSCO INC.**	**917.04**	917.04	0134000910 4310	WA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1223	**POOL SUPPLY OF ORANGE COUNTY**	**76,566.55**	40,929.65	0123240081 6490	SA/POOL/MO / EQUIPMENT - OTHER
			35,636.90	0127240081 6490	KE/POOL/MO / EQUIPMENT - OTHER
S64R1347	**POOL SUPPLY OF ORANGE COUNTY**	**522.84**	522.84	0123240081 4355	SA/POOL/MO / MAINTENANCE SUPPLIES
S64R1313	**PRECISION DYNAMICS CORP**	**355.58**	355.58	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC SUPPLIE
S64R1279	**PRINGLES DRAPERIES AND BLINDS**	**4,573.33**	3,633.33	0124234081 4410	LOARA/GLASS/MO / EQUIPMENT - NON-CAPITALIZE
			940.00	0124234081 5610	LOARA/GLASS/MO / REPAIRS/MAINT - O/S SERVICES
S64X0476	**PROACTIVE WORK HEALTH SERVICES**	**3,000.00**	3,000.00	6800680060 5890	WORKERS COMP/ENTERP / CLAIMS - WORKERS COM
S64A0210	**PROVO CANYON SCHOOL**	**134,379.00**	100,737.00	0119282439 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			33,642.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
S64R1305	**QUILL CORP.**	**161.59**	161.59	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
S64R1362	**QUILL CORP.**	**87.26**	87.26	0131381010 4310	BR/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI
S64R1201	**REAL INSPIRATION INC.**	**3,800.00**	3,800.00	0138000910 5880	BA/LCFF-CONCENTRATION/INSTR / OTHER
S64R1195	**RESILITE SPORTS PRODUCTS INC**	**9,882.32**	9,882.32	0120028040 6490	AN/ATHLET/ANCILLARY / EQUIPMENT - OTHER

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2023 **FROM 02/03/2023 TO 02/22/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64R1189	**RETHINKING SCHOOLS**	**207.95**	207.95	0131000910 4210	BR/LCFFF-CONCENTRATION/INSTR / BOOKS AND
S64T0429	**RICOH BUSINESS SYSTEMS**	**20,758.75**	19,517.50	0121393010 6490	WESTERN/VEA-2B/INSTR / EQUIPMENT - OTHER
			1,241.25	0121393110 4410	VEA PERKINS STUDENT ORG WESTRN / EQUIPMENT
S64R1188	**RIVERSIDE INSIGHTS**	**306.38**	153.19	0134252011 4310	WA/MILD MODERATE/SE SEP CL/NSE /
			153.19	0134261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
S64A0207	**ROSSIER PARK SCHOOL**	**12,851.92**	12,851.92	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
S64A0209	**ROSSIER PARK SCHOOL**	**39,455.73**	39,455.73	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
S64T0415	**RWC INTERNATIONAL LTD**	**1,637.80**	1,637.80	0179113036 5880	GARAGE/TRANS-REG ED/TRANSPORT / OTHER
S64A0214	**SAN DIEGO CHILDREN'S LEARNING**	**190,614.05**	150,588.00	0119282439 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			40,026.05	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
S64R1283	**SCHOLASTIC BOOK CLUBS INC.**	**246.16**	246.16	0135000910 4210	DA/LCFF-CONCENTRATION/INSTR / BOOKS AND
S64R1241	**SCHOOL HEALTH CORPORATION**	**681.98**	681.98	0125028040 4310	KA/ATHLET/ANCILLARY / INSTRUCTIONAL MATL &
S64R1244	**SCHOOL HEALTH CORPORATION**	**393.71**	393.71	0168385010 4310	GI/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64R1254	**SCHOOL HEALTH CORPORATION**	**808.32**	808.32	0123028034 4320	SAVANNA/ATHLETICS/HEALTH / OTHER OFFICE/MI
S64R1260	**SCHOOL HEALTH CORPORATION**	**111.05**	111.05	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1203	**SCHOOL NEWS ROLL CALL LLC**	**1,773.56**	1,773.56	0102173071 5880	PUBLIC INFORMATION OFFICER / OTHER OPERATIN
S64R1237	**SCHOOL SPECIALTY INC**	**1,921.72**	1,921.72	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
S64T0440	**SCHOOL SPECIALTY INC**	**795.15**	795.15	0122393010 4410	MA/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZE
S64S0103	**SEHI COMPUTER PRODUCTS INC**	**1,191.72**	1,191.72	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
S64T0405	**SEHI COMPUTER PRODUCTS INC**	**4,780.00**	4,780.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
S64T0410	**SEHI COMPUTER PRODUCTS INC**	**2,370.50**	2,370.50	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
S64T0428	**SEHI COMPUTER PRODUCTS INC**	**1,090.47**	1,090.47	0111220081 4410	OPERATIONS - GENERAL / EQUIPMENT - NON-
S64T0431	**SEHI COMPUTER PRODUCTS INC**	**480.00**	480.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2023 **FROM 02/03/2023 TO 02/22/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64T0433	**SEHI COMPUTER PRODUCTS INC**	**389.28**	389.28	0113113036 4320	TRANS/REG-ED/TRANSPORTATION / OTHER
S64T0436	**SEHI COMPUTER PRODUCTS INC**	**9,985.73**	9,985.73	0120000010 4410	ANAHEIM/INSTR / EQUIPMENT - NON-CAPITALIZED
S64T0441	**SEHI COMPUTER PRODUCTS INC**	**1,075.34**	283.38	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			791.96	0135000910 4410	DA/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64T0442	**SEHI COMPUTER PRODUCTS INC**	**8,594.91**	4,244.50	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAI
			4,350.41	0140000910 4410	SO/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64T0443	**SEHI COMPUTER PRODUCTS INC**	**14,636.38**	14,636.38	0128393010 4410	CY/VEA-2B/INSTR / EQUIPMENT - NON-CAPITALIZEI
S64T0444	**SEHI COMPUTER PRODUCTS INC**	**447.78**	447.78	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAI
S64T0451	**SEHI COMPUTER PRODUCTS INC**	**1,558.50**	1,558.50	0128393010 4310	CY/VEA-2B/INSTR / INSTRUCTIONAL MATL &
S64R1319	**SIGLER INC., RUSSELL**	**955.28**	79.84	0137235081 4355	SY/HVAC/MO / MAINTENANCE SUPPLIES
			875.44	0137235081 4410	SY/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
S64R1251	**SOCALGRAD**	**1,156.16**	1,156.16	0124066027 4320	LO/GRADUATION/SCHL ADMIN / OTHER OFFICE/MIS
S64R1261	**SOCALGRAD**	**2,165.77**	2,165.77	0128066027 4320	CYPRESS/GRADUATION/SCH ADMIN / OTHER
S64T0412	**SOCIETY OF HEALTH AND PHYSICAL**	**1,678.87**	1,678.87	0119283019 5880	SYS/SE OTHER / OTHER OPERATING EXPENSES
S64R1342	**SOUTHWEST SCHOOL AND OFFICE SU**	**8,196.81**	8,196.81	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1343	**SOUTHWEST SCHOOL AND OFFICE SU**	**1,219.99**	1,219.99	0135381010 4310	DALE/ECIA1/INSTR / INSTRUCTIONAL MATL &
S64R1344	**SOUTHWEST SCHOOL AND OFFICE SU**	**4,548.12**	4,548.12	0135381010 4310	DALE/ECIA1/INSTR / INSTRUCTIONAL MATL &
S64S0099	**SOUTHWEST SCHOOL AND OFFICE SU**	**3,910.03**	3,910.03	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
S64S0102	**SOUTHWEST SCHOOL AND OFFICE SU**	**81,051.58**	81,051.58	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
S64R1185	**STAPLES ADVANTAGE**	**822.16**	822.16	0104104172 4320	HR/ACCOMMODATIONS/OTHR ADMIN / OTHER
S64R1205	**STAPLES ADVANTAGE**	**251.97**	251.97	0138489510 4310	BA/TUPE-COHORT J-TIER 2/INSTR / INSTRUCTIONAL
S64R1270	**STAPLES ADVANTAGE**	**1,798.62**	1,798.62	0172172083 4320	SAFE SCHOOLS / OTHER OFFICE/MISC SUPPLIES
S64R1298	**STAPLES ADVANTAGE**	**322.12**	322.12	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAI

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2023 **FROM 02/03/2023 TO 02/22/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64R1356	**STAPLES ADVANTAGE**	**131.30**	131.30	0135381110 4310	DA/TITLE I - PARENTING / INSTRUCTIONAL MATL &
S64R1340	**STEVE WEISS MUSIC**	**2,940.72**	2,940.72	0128000910 4410	CY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
S64T0419	**STUKENT INC**	**1,000.00**	1,000.00	0142393010 5880	OXFORD/VEA-2B/INSTR / OTHER OPERATING
S64R1202	**SUPLES**	**2,117.25**	1,587.12	0121385010 4310	WE/TITLEIV/INSTR / INSTRUCTIONAL MATL &
			530.13	0121385010 4410	WE/TITLEIV/INSTR / EQUIPMENT - NON-CAPITALIZE
S64T0432	**SUPPLYMASTER**	**351.05**	351.05	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1287	**SWRCB**	**1,738.00**	1,738.00	0113113036 5880	TRANS/REG-ED/TRANSPORTATION / OTHER
S64R1216	**TEACHER'S DISCOVERY**	**485.74**	485.74	0131381010 4210	BR/ECIA1/INSTR / BOOKS AND REFERENCE
S64R1197	**TEXAS METAL WORKS**	**8,423.87**	8,423.87	0110230081 6490	MAINTENANCE/MO / EQUIPMENT - OTHER
S64T0406	**TEXTHELP INC**	**2,250.00**	2,250.00	0119257011 5880	SEVER HDCP/SE SEP CL/SEV / OTHER OPERATING
S64T0452	**TEXTHELP INC**	**17,235.59**	17,235.59	0153381021 5880	SP PR ADM/ECIA1/SUPV INST / OTHER OPERATING
S64T0418	**TFD UNLIMITED LLC**	**118.53**	118.53	0131381010 4310	BR/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLI
S64R1236	**THE JONES-GORDON SCHOOL**	**659.00**	659.00	0119283021 5210	SYS/SUPV INST / TRAVEL AND CONFERENCE
S64T0447	**TOOLS FOR SCHOOLS INC.**	**540.00**	540.00	0131381010 5880	BR/ECIA1/INSTR / OTHER OPERATING EXPENSES
S64R1309	**TRINITY MACHINERY SERVICE INC**	**4,359.88**	1,439.88	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
			2,920.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
S64R1306	**TROY NJROTC BOOSTER CLUB INC.**	**100.00**	100.00	0144000910 5880	LEX/LCFF-CONCENTRATION/INSTR / OTHER
S64R1222	**U S BANK**	**1,100.00**	1,100.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING EXPENS
S64R1330	**ULINE**	**583.71**	583.71	0135000081 4347	DALE/MO / OPERATIONS SUPPLIES - MISC
S64R1332	**ULINE**	**1,282.91**	1,282.91	0144027010 4310	LEX/PHYS ED/INSTR / INSTRUCTIONAL MATL &
S64R1333	**ULINE**	**997.37**	997.37	0132381110 4310	TITLE I - PARENTING / INSTRUCTIONAL MATL &
S64A0212	**VENEKLASEN ASSOCIATES INC**	**4,625.00**	4,625.00	0120230081 5810	ANAHEIM/GENERAL/MO / NON-INSTRUCTIONAL
S64R1210	**VISTA HIGHER LEARNING**	**1,919.40**	1,919.40	0117468010 4310	IS/LOTTERY/INSTR / INSTRUCTIONAL MATL &

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 03/07/2023 **FROM 02/03/2023 TO 02/22/2023**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64R1247	**WARD'S NATURAL SCIENCE EST**	**2,540.33**	2,540.33	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64R1358	**WARD'S NATURAL SCIENCE EST**	**971.01**	971.01	0134000910 4310	WA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
S64C0114	**WAXIE SANITARY SUPPLY**	**2,009.43**	2,009.43	0111221081 4347	OPERATIONS - CUSTODIAL / OPERATIONS SUPPLIES
S64R1272	**WEISSMAN'S DESIGNS FOR DANCE**	**1,757.55**	1,757.55	0128027010 4310	CY/PHYS ED/INSTR / INSTRUCTIONAL MATL &
S64R1295	**WENGER CORP**	**980.85**	980.85	0123385010 4410	SA/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
S64A0215	**WESTERN HEALTH**	**40,000.00**	40,000.00	0119283039 5810	SYS/OTHER PUPIL / NON-INSTRUCTIONAL PROF
	Fund 01 Total:	**4,545,884.64**			
	Fund 68 Total:	**3,000.00**			
	Total Amount of Purchase Orders:	**4,548,884.64**			

ANAHEIM UHSD

EXHIBIT DD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES **03/07/2023**

FROM **02/03/2023** **TO** **02/22/2023**

PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
N64A0109	**RAPTOR TECHNOLOGIES LLC**	**67,100.50**	+11,900.00	0172172010 5810	SAFE SCHOOLS/INSTR / NON-INSTRUCTIONAL PROF
P64A0055	**ORBACH HUFF SUAREZ AND HENDERS**	**75,000.00**	+50,000.00	0156156072 5821	FACILITIES/GENL ADM / LEGAL FEES
R64R2273	**DALTON III, WILLIAM JAMES**	**1,325.32**	+1,325.32	0140750640 4310	SOUTH/AFTER SCHOOL/ANCIL / INSTRUCTIONAL
S64A0050	**GATEWAY URGENT CARE CENTER**	**4,000.00**	+1,494.00	6800680060 5890	WORKERS COMP/ENTERP / CLAIMS - WORKERS COMP
S64A0106	**CARE YOUTH CORPORATION**	**167,440.00**	+7,200.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
S64A0159	**DIVISION OF THE STATE ARCHITEC**	**550,000.00**	+300,000.00	2756731185 6210	BOND SERIES 2019 - MEAS H / PLANNING - DSA PLAN
S64R0152	**PYRAMID SCHOOL PRODUCTS**	**1,033.36**	+1.29	0123028010 4310	SA/ATHLET/INSTR / INSTRUCTIONAL MATL &
S64R0376	**COSCO FIRE PROTECTION INC**	**14,785.51**	+1,381.51	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
S64R0614	**COSCO FIRE PROTECTION INC**	**7,240.00**	+815.00	0150230081 5610	ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S SERVICE
S64R0879	**MEDCO SPORTS MEDICINE**	**1,323.79**	+116.71	0142028034 4320	OXFORD/ATHLETICS/HEALTH / OTHER OFFICE/MISC
S64R1053	**GUNNER CONCRETE**	**1,259.11**	+224.71	0131238081 4355	BR/PAVING/MO / MAINTENANCE SUPPLIES
S64R1103	**ANAHEIM GLASS INC**	**4,347.55**	+646.26	0127970081 4410	KE/COMM SVC/MO / EQUIPMENT - NON-CAPITALIZED
S64R1115	**BLICK ART MATERIALS LLC**	**2,593.58**	-122.02	0144385010 4310	LEX/TITLE IV/INSTR / INSTRUCTIONAL MATL &
S64X0015	**TRILLIUM USA COMPANY LLC**	**90,000.00**	+30,000.00	0113113036 4392	TRANS/REG-ED/TRANSPORTATION /
S64X0028	**SIGN MART PLASTICS PLUS**	**27,387.50**	+5,387.50	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC SUPPLIE
S64X0113	**ARROW SERVICES INC**	**61,000.00**	+11,000.00	0111220081 5580	OPERATIONS - GENERAL / SANITATION
S64X0158	**GANAHL LUMBER CO**	**100,000.00**	+50,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
S64X0219	**U S BANK**	**15,000.00**	+5,000.00	0128013010 4310	CY/HECT/INSTR / INSTRUCTIONAL MATL & SUPPLIES
S64X0235	**BILLINGS, JANICE**	**6,200.00**	+1,500.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE BENEFITS-
S64X0236	**ESCOE, BARRY**	**15,000.00**	+1,400.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE BENEFITS-
S64X0238	**HAUGEN, CRAIG**	**9,000.00**	+2,500.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE BENEFITS-
S64X0241	**SHELTON, MIKE**	**9,100.00**	+400.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE BENEFITS-
S64X0242	**STEINLE, CHARLES**	**6,200.00**	+400.00	0100000072 3701	GEN FUND/GENL ADM / RETIREE BENEFITS-

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES **03/07/2023**

FROM **02/03/2023** **TO** **02/22/2023**

PO NUMBER	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
S64X0279	**POOL SUPPLY OF ORANGE COUNTY**	**105,000.00**	+10,000.00	0110240081 4355	MAINTENANCE/POOL/MO / MAINTENANCE SUPPLIES
S64X0368	**MISSION LINEN SUPPLY**	**10,000.00**	+5,000.00	0179113036 4388	GARAGE/TRANS-REG ED/TRANSPORT /
S64X0429	**BEST-VIP CHAUFFEURED WORLDWIDE**	**35,000.00**	+10,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
S64X0448	**J.W. PEPPER AND SON INC.**	**1,330.00**	+330.00	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
S64X0457	**KATELLA HIGH SCHOOL**	**46,158.00**	+26,158.00	0125028040 5810	KA/ATHLET/ANCILLARY / NON-INSTRUCTIONAL PRO
S64X0461	**RIDDELL ALL AMERICAN**	**8,410.32**	+910.32	0122028081 5630	MAGNOLIA/ATHLETICS/FIELD SUPP /

Fund 01 Total:	**233,474.60**
Fund 27 Total:	**300,000.00**
Fund 68 Total:	**1,494.00**
Total Amount of Change Orders:	**534,968.60**

EXHIBIT EE

VENDOR CHECK REGISTER
February 3, 2023 through February 22, 2023

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
10-S TENNIS SUPPLY AND DINKSHOT PICKLEBALL	V6414354	4310	448.06	00183669
360DTii LLC	V6414513	4310	705.67	00183670
A 1 FENCE COMPANY	V6408537	4355	220.07	00183746
A AND C URGENT CARE	V6412935	5810	210.00	00183803
A GOOD SIGN AND GRAPHICS COMPANY	V6412597	5610	2,076.57	00184198
A U H S D FOOD SERVICE DEPT	V6400023	4390	109.37	00183671
			62.50	00183804
			59.61	00183863
			91.59	00184019
AAA ELECTRIC MOTOR SALES	V6400033	4355	71.73	00183672
			715.91	00183864
			124.88	00184199
		4410	(674.72)	00183864
ACP DIRECT	V6407556	4310	177.61	00184105
ACS BILLING SERVICE	V6400072	5580	4,800.06	00184106
ADA SPORTS BADMINTON AND TENNIS	V6411947	4310	2,127.00	00184107
ADI	V6400095	4355	1,183.41	00184200
ADORAMA	V6411023	4310	397.86	00184020
			30.60	00184108
		4410	1,356.27	00184201
AERIES SOFTWARE INC	V6409157	5210	400.00	00183673
AGRI TURF DISTRIBUTING LLC	V6412836	4347	1,770.22	00183674
			429.13	00183865
			265.20	00184109
AIRSUPPLY TOOLS INC.	V6412933	4375	2,781.46	00183747
		9320	532.91	00183675
AIRWOLF 3D	V6411803	4310	132.00	00184021
ALBRIGHT LIGHTING PLASTICS	V6410869	4355	375.40	00184110
ALL AMERICAN TROPHY ENGRAVING	V6400159	4320	110.42	00184157
ALONTI CAFE AND CATERING	V6413206	4390	1,287.31	00183925
AMANCIO, GILBERT	V6413507	4390	357.28	00184067
AMAZON WEB SERVICES INC.	V6412894	5880	204.07	00183748
AMERICAN CASUAL	V6407489	4345	223.75	00183676
			63.36	00184022
AMERICAN RED CROSS	V6400236	4310	1,091.74	00183677
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	29,503.60	00183805
ANCHETA, ALYSSA	V6414701	4310	223.51	00184068
ANGUIANO, CYNTHIA	V6414795	5220	2.23	00183963
ANIXTER	V6400966	4355	492.47	00183866
APARACIO, VIRIDIANA	V6414394	5210	105.00	00183867
APPLE INC	V6400319	4310	409.45	00183678
			818.90	00184111
		4410	557.07	00183678
			160.55	00184111
ARRIZON, VIRGINIA	V6414836	5210	35.00	00184023
ARROW SERVICES INC	V6412839	5580	170.13	00184112
ART SUPPLY WAREHOUSE	V6400350	4310	82.58	00183868
AT AND T	V6400374	5918	11.87	00183870
			9.87	00183964
			94.90	00184202

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
	V6406157	5918	2,868.98	00183869
ATKINSON ANDELSON LOYA RUUD	V6400383	5821	16,886.63	00183871
ATLANTIC RELOCATION SYSTEMS	V6400387	4355	1,022.13	00184203
AVID CENTER	V6400410	5210	999.00	00183965
AVILA, ELIZABETH	V6410763	5210	363.14	00184204
AVILA, MONSERRAD	V6414711	5220	25.48	00183679
B AND H PHOTO VIDEO INC	V6400422	4310	646.48	00183680
			308.38	00183872
			1,759.20	00183926
			1,922.40	00184069
		4320	507.63	00183680
		4410	711.62	00183680
			2,597.15	00184069
		6490	-	00183680
B AND K ELECTRIC WHOLESALE	V6400623	4355	47.09	00183873
B AND M LAWN AND GARDEN INC	V6400423	4347	365.58	00184024
			210.68	00184205
BAILEY POTTERY EQUIPTMENT CORP	V6414763	4310	323.77	00183749
BARNES AND NOBLE	V6400450	4210	2,010.86	00183806
			2,228.29	00184025
BARNETT, XAVIER	V6414796	5220	8.52	00183966
BARNEY'S BLENDS INC.	V6411700	4310	2,570.94	00183874
		4347	3,432.09	00183874
BAVCO	V6407678	4355	464.15	00183750
			341.78	00183875
			5,531.90	00184206
BEACON DAY SCHOOL	V6409269	5860	72,320.04	00183967
BEST-VIP CHAUFFEURED WORLDWIDE	V6414620	5721	2,095.22	00183968
BIG BROTHERS BIG SISTERS OF ORANGE	V6412086	5805	25,000.00	00184158
BIG D SUPPLIES	V6400508	4355	132.13	00184113
BLICK ART MATERIALS LLC	V6401357	4310	1,276.76	00183927
BLUUM USA INC.	V6404796	6490	436.82	00183928
BOBCAT OF LOS ANGELES INC	V6412602	4347	377.88	00183751
BPS SUPPLY GROUP	V6400476	4355	41.65	00183807
			92.34	00184114
BRITO, CARLOS	V6414787	5220	20.44	00183752
BROWN, GARY	V6407729	4390	861.14	00183969
BROWN, JENNIFER	V6409000	4390	430.99	00183929
BRYANT, RENAE	V6412971	5210	3,418.55	00183681
BSCS SCIENCE LEARNING	V6414507	4310	891.00	00183930
		4410	2,007.00	00183930
BSN SPORTS LLC	V6412536	4310	2,828.67	00184026
			110.14	00184070
BUDDY'S ALL STARS INC	V6406311	4310	732.70	00183682
			3,060.10	00183808
			583.47	00183876
C TECH CONSTRUCTION INC.	V6410905	5610	955.10	00184027
			966.06	00184115
CADA CENTRAL	V6400658	5210	435.00	00183683
			1,270.00	00184028
			2,290.00	00184159
			1,170.00	00184207
CALIF. DEPT. OF TAX AND FEE ADMINISTRATION	V6404444	5880	3,428.00	00183684
CALIFORNIA PLUMBING PARTS	V6412567	4355	2,354.85	00183685

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			114.17	00183753
			526.62	00183877
			1,953.30	00184116
			1,322.00	00184208
CALIFORNIA RETROFIT INC	V6406910	4355	687.87	00183754
CALIFORNIA YELLOW CAB	V6413351	5870	2,852.00	00183970
CAMBEROS, MARGARITO	V6414263	5220	47.16	00183755
CAMPOS, CHERYL	V6414838	1103	1,275.30	00184029
CARDENAS, CHRISTINA	V6414797	5220	6.29	00183971
CARE YOUTH CORPORATION	V6412565	5860	16,149.00	00183878
CARNEGIE LEARNING INC.	V6411378	4210	2,734.30	00184160
CAROLINA BIOLOGICAL SUPPLY CO.	V6400778	4310	29.32	00184209
CARRENO, GARY	V6414405	5210	83.82	00184071
CARRILLO, ROGELIO	V6414802	5220	1.96	00184030
CART MAN INC, THE	V6404668	5610	859.57	00183756
			1,054.51	00183879
			37.89	00184072
CASE AND SONS CONSTRUCTION INC	V6400796	5610	2,900.00	00184210
CASILLAS, LAUREN	V6414798	5220	3.54	00183972
CASILLAS, ROBYN	V6412036	5220	158.18	00183931
CCEA	V6400813	5880	550.00	00184073
CDW GOVERNMENT INC.	V6400819	5880	16,964.52	00183932
CEMEX	V6404364	4355	1,104.46	00183973
CENGAGE LEARNING	V6404723	4210	1,593.30	00183933
CERTIFIX LIVE SCAN	V6414255	5880	550.00	00184211
CHAPMAN COAST ROOF COMPANY INC.	V6410263	5610	64,286.10	00183817
CHILDERS, KAITI	V6412258	5210	36.16	00183974
		5220	46.90	00184212
CHRISTIAN BUILDING MATERIALS	V6400919	4355	359.86	00184213
CHYLINSKI, PAUL	V6403583	5210	1,267.40	00183686
CITY OF ANAHEIM	V6400957	5520	39,063.08	00183687
			17,042.05	00183757
			40,380.37	00183809
			103,860.19	00183880
			40.39	00184214
		5530	8,927.54	00183687
			9,591.80	00183757
			6,019.78	00183809
			11,811.94	00183880
			503.78	00184214
		5580	6,912.55	00183687
			4,071.23	00183757
			5,546.15	00183809
			18,698.18	00183880
			0.01	00184214
CLAIM RETENTION SERVICES INC.	V6408940	5810	2,250.00	00183881
COMPREHENSIVE DRUG TESTING INC.	V6410899	5810	705.00	00184031
CORTEZ, LORENA	V6412054	1103	1,275.30	00184032
CORTEZ, NANCY	V6408048	4390	1,176.63	00183882
		5210	1,899.32	00183688
COSCO FIRE PROTECTION INC	V6412879	5610	4,320.00	00183975
			1,785.00	00184033
			12,908.51	00184074
CREATIVE BUS SALES	V6409840	4376	19,083.56	00184215

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
CRISP IMAGING	V6408990	5610	136.88	00183689
		5880	4,848.76	00183689
CROWN LIFT TRUCKS	V6412285	5610	437.00	00183758
CRUZ, PABLO	V6414799	5220	5.24	00183976
CULVER NEWLIN	V6411589	4310	6,102.44	00183934
		4320	4,072.95	00183690
		4410	8,863.19	00183690
DANNIS WOLIVER KELLEY	V6411357	5821	11,458.50	00184161
DAVIS, CARLO	V6406845	1103	1,275.30	00184034
		4390	204.23	00183977
		5880	199.32	00183977
DB SERVICE CENTER LLC	V6411405	4347	215.49	00184117
DE ANDA, BRENDA	V6414700	5220	125.94	00183691
DEDMON, NICOLA	V6414770	5210	1,000.00	00183759
DEEM, MARCELLA	V6414322	4390	3,074.36	00183760
DEL SOL SCHOOL	V6411308	5860	3,510.00	00183978
DISCOUNT DANCE SUPPLY	V6409507	4310	581.58	00183692
DISNEYLAND RESORT	V6411011	5880	5,310.00	00184162
DLT SOLUTIONS LLC	V6413987	5880	48,241.00	00183761
DONALD KROTEE PARTNERSHIP INC	V6413265	5810	1,570.45	00183693
DUCA, JASON	V6407065	5220	58.75	00183694
			79.71	00184075
DUNN EDWARDS PAINTS	V6401448	4355	81.71	00183935
			370.84	00184216
DURIGA, RAYMOND	V6414800	5220	3.54	00183979
ECONOMY RENTALS INC	V6401478	5620	349.70	00183695
			1,255.00	00184118
			37.60	00184217
EDUCATION JUSTICE LAW P.C.	V6414782	5821	6,500.00	00183696
EDUCATIONAL POLICY IMPROVEMENT CENTER	V6412483	5810	60,000.00	00184076
EDUPORIUM	V6414327	4310	543.49	00183936
EFOODHANDLERS	V6414264	4310	175.00	00184119
EL CANTARITO RESTAURANT	V6413303	4390	891.75	00183980
ENCORP	V6409154	5880	1,735.00	00183883
EVERDRIVEN TECHNOLOGIES LLC	V6414531	5620	4,264.38	00183884
EWING IRRIGATION PRODUCTS	V6401634	4355	362.39	00183697
			442.31	00184035
			913.32	00184120
FACILTIY SHIELD LLC	V6414706	4310	2,365.36	00183885
FARMERS AND MERCHANTS BANK	V6412156	5880	20,175.30	00183818
FBLA	V6409984	5880	900.00	00183819
FEDEX	V6401675	5910	9.66	00184036
			21.70	00184121
FELIX, STEPHANIE	V6412478	1103	1,275.30	00184037
FERGUSON ENTERPRISES INC	V6409823	4355	464.01	00183820
FERRELLGAS LP	V6411875	5810	3,562.83	00183821
FIVE STAR RUBBER STAMP INC	V6405116	4320	164.82	00183981
FLORES, ROBERT	V6411855	1103	1,275.30	00184038
FLYPOET ENTERTAINMENT	V6414373	5880	2,800.00	00184218
FOLLETT SCHOOL SOLUTIONS LLC	V6411526	4210	732.42	00184122
		8632	(710.56)	00184122
FOUNDATION BUILDING MATERIALS LLC	V6414185	4355	152.04	00183982
FRANK, CAROLYN	V6413028	4310	206.46	00183886
FREESTYLE PHOTOGRAPHIC SUPPLIES	V6401761	4310	140.23	00183937

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
FRIED, JARON	V6408045	5210	2,060.85	00183762
FUTURE SHREDDING INC	V6414221	5610	231.00	00183887
GALINDO, SULIVAN	V6414801	5220	3.67	00184039
GAMETRUCK	V6414222	5620	425.00	00184123
GANAHL LUMBER CO	V6401804	4310	88.00	00183822
			1,467.83	00184124
		4355	556.16	00183888
			296.04	00183938
			17,097.55	00183983
			2,035.20	00184124
			104.68	00184163
GARDENA VALLEY NEWS	V6401808	4310	822.83	00183823
			372.76	00184125
GAS COMPANY, THE	V6404372	5510	38,570.78	00183889
			285,971.49	00184077
GIAKOUMIS, SABINA	V6409517	4310	1,321.30	00183890
GIANNELLI ELECTRIC INC.	V6401857	5610	1,317.00	00183824
			370,976.28	00183891
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4347	133.44	00183892
			1,321.23	00184164
GOLDEN STATE WATER COMPANY	V6408018	5530	315.67	00184078
			1,746.37	00184165
GONZALEZ, KATHLEEN	V6414804	5220	6.42	00184040
GONZALEZ, LAURA	V6410576	5220	98.00	00183825
			75.59	00184166
GONZALEZ, VIVIANA & CESAR	V6414785	5880	10,200.00	00183698
GOPHER SPORTS EQUIPMENT	V6401902	4310	3,565.07	00184079
GRAINGER	V6404982	4355	570.07	00183826
			547.91	00184041
			388.55	00184126
		4376	367.27	00183826
		4410	872.08	00183939
GRAY, JOCELYN	V6414805	5220	3.54	00184042
GRAYBAR ELECTRIC COMPANY	V6401918	4355	790.76	00184080
GREATER ANAHEIM SELPA	V6401927	5805	166,263.77	00183940
GREEN TECHNOLOGY	V6412062	5210	100.00	00183984
GROVE, KELLY A.	V6409563	5220	36.03	00183893
GUERRERO, JESSICA	V6414783	5210	1,191.50	00183763
GUITAR CENTER STORES INC	V6401958	4410	5,573.91	00184127
GUNNER CONCRETE	V6414597	4355	1,259.11	00184219
GUTIERREZ, CHRISTIE	V6414212	1103	1,275.30	00184043
		5210	1,821.09	00183764
GUTIERREZ, JENNIFER	V6414756	5210	199.00	00183699
H AND H AUTO PARTS WHOLESALE	V6401967	4385	484.64	00183827
			207.91	00183941
HALL, CANDICE	V6413728	5220	24.23	00183942
HARPST, KRISTIN	V6413313	4310	238.89	00183765
HATCHER, PATTY	V6408994	5220	49.25	00184167
HATZIS, PANAYIOTA	V6414839	5210	1,275.30	00184168
HAULAWAY STORAGE CONTAINERS INC.	V6410468	5620	145.60	00183766
HAUSEN, BRENNA	V6414806	5220	9.56	00184044
HEALTHY ADVENTURES FOUNDATION	V6412541	5810	2,005.67	00184220
HEATHERBROOK COACHING	V6414686	5310	725.00	00183828
HENRY, JASON	V6414807	5220	6.42	00184045

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
HERNANDEZ, CARLOS	V6400767	5210	424.59	00183767
HERNANDEZ, KAREN	V6413699	5220	8.25	00183829
HERNANDEZ, ROXANNA	V6413494	5210	821.12	00183768
HIGHTOWER, JAYETTE	V6414840	5210	1,275.30	00184169
HIJAZI, MASHAAL	V6414808	5220	3.86	00184128
HILL, DAVE	V6414757	5210	199.00	00183700
HOANG, VY HUYEN	V6413272	1103	1,275.30	00184046
		5220	66.15	00184170
HOCKETT, CAITLIN	V6414809	5220	4.32	00184047
HO-HUERTA, LINH	V6414722	5210	1,089.39	00183769
HOME DEPOT CREDIT SERVICES	V6405234	4355	1,347.62	00184221
HOWARD INDUSTRIES	V6402088	4410	594.56	00183770
HUERTA, JOSEPH	V6414811	5220	4.32	00184048
HURTADO, JENNIFER	V6414812	5220	8.38	00184049
IMAGE APPAREL FOR BUSINESS	V6402628	4345	162.22	00183830
INDEPENDENT	V6413456	4320	140.00	00183701
		5880	1,505.00	00183894
INSPIRED RESOLUTIONS LICENSED CLINICAL SOCI/	V6413887	5805	1,333.12	00184171
INTELESYSONE INC.	V6412444	4320	474.06	00183831
		4410	2,079.28	00184050
		5810	512.00	00183831
J AND B MATERIALS	V6400875	4355	4,073.30	00184051
J.W. PEPPER AND SON INC.	V6402214	4310	34.44	00183832
			133.90	00183943
			12.39	00184052
JACKSONS A S BREA F M P	V6406346	4347	119.05	00183771
			55.77	00183944
JASON, LEAH	V6414435	5220	42.18	00184172
JEWELL, JENNIFER	V6414721	5210	1,454.32	00183772
JHM SUPPLY INC.	V6411647	4355	961.89	00183833
			1,699.55	00184222
JM AND J CONTRACTORS	V6410460	5610	50,540.00	00183945
JOHNSTONE SUPPLY	V6402415	4355	25.21	00184081
JOSEF, DAN	V6414813	5220	5.37	00184223
JOTFORM INC	V6414316	5880	24,576.00	00183702
JUSTICE TESTING	V6413455	5610	150.00	00183985
KATELLA HIGH SCHOOL	V6402515	5810	5,856.00	00184082
KAUR, BALJINDER	V6414814	5220	3.53	00184224
KELII, VERONICA	V6410285	5210	1,275.30	00184173
KELLY SPICERS INC	V6404405	4320	2,406.57	00184174
		9320	33,343.88	00184129
KEMP, CHRISTINE	V6400923	5220	86.27	00183946
KENNEDY HIGH SCHOOL	V6402571	5810	6,050.00	00183834
KERR, RAEKO	V6414815	5220	6.29	00184225
KNEPP, AMANDA	V6413870	5220	92.55	00183835
KWON, AMY	V6414161	5210	330.97	00183773
LA CURAN, ANJEANETTE	V6414774	5220	127.12	00183947
LARA, JOSE	V6413230	5210	1,191.20	00183774
LAVENANT JR, ARTURO	V6414434	5220	11.59	00183836
LAVROV, BILLIE	V6412093	5210	158.20	00184175
LE, CAITLIN	V6411725	5220	71.75	00183837
LEE, JENNY	V6412106	5210	1,275.30	00184226
LINK, TOM E.	V6410795	5220	49.64	00184176
LOARA ASB	V6402803	5810	4,109.00	00183838

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
LOEPER, ALISON	V6411020	5210	1,107.82	00183775
LOPEZ, CYNTHIA D.	V6407771	5220	329.50	00183986
LOPEZ, SILVIA	V6413199	5210	236.36	00183703
LUCYS LAUNDRY ANAHEIM	V6412017	5560	645.47	00183776
M COACH	V6413167	5620	1,882.81	00183987
			1,484.38	00184130
MACKIN LIBRARY MEDIA	V6402903	4210	1,516.69	00183839
			948.52	00184053
			90.77	00184227
MAGNOLIA HIGH SCHOOL	V6402920	5810	5,487.00	00184131
MAGUIRE, CHRISTINA	V6413239	5210	70.00	00184132
MALDONADO, ALICIA	V6414817	5220	3.54	00184228
MALMBORG, DEBRA	V6406181	5210	588.16	00183777
MANALO, CATHERINE	V6414784	5210	358.64	00184177
MANHATTAN STITCHING INC	V6413802	4310	4,293.84	00183840
MARQUEZ, LISA	V6411715	5210	105.50	00183778
MARRUJO, MEGAN	V6414755	5210	199.00	00183704
MATSUDA, MICHAEL	V6403107	5210	32.00	00183705
MC FADDEN DALE HARDWARE CO	V6403056	4355	441.34	00183841
			1,423.66	00184229
MC KESSON MEDICAL SURGICAL INC.	V6403060	9320	500.85	00184133
MEDCO SPORTS MEDICINE	V6405872	4320	2,267.04	00183988
MELENDEZ, RAQUEL	V6414837	5210	60.00	00184083
MENDOZA AVILEZ, NOEMI	V6414681	5220	5.37	00183895
MEZA, SUSANNA	V6414841	5210	1,275.30	00184178
MICHAELS	V6403111	4310	56.91	00183842
MIDDLETON, EMILY	V6414754	5220	82.73	00183896
MIDWEST VOLLEYBALL WREHOUSE	V6407470	4310	906.23	00183948
			353.94	00184179
MIKE ELAM CONSTRUCTION	V6412866	5610	4,255.00	00184134
MINICPR BIO	V64014769	4410	1,574.00	00184135
MISSION LINEN SUPPLY	V6411115	4388	149.66	00183843
			149.66	00183989
MONTGOMERY HARDWARE CO.	V6405624	4355	484.02	00183844
			1,358.22	00184230
MORENO, LORENA	V6413094	4390	111.16	00184136
		5210	1,914.82	00183779
MOREY'S MUSIC STORE	V6407094	4310	1,826.90	00184231
MORSCO SUPPLY LLC	V6412910	4355	495.95	00183706
MOTTA, ALEXA	V6414720	5220	21.62	00184084
MUSIC AND ARTS CENTER	V6411397	4310	1,096.90	00183707
			625.13	00183897
			95.04	00184180
NASCO	V6403253	4310	239.59	00183845
		4320	273.69	00184232
NAVARRO, MONICA	V6412545	5220	39.38	00183846
NCCEP	V6410431	5210	15,800.00	00184085
NEW HAVEN YOUTH AND FAMILY SRVS	V6407247	5860	12,971.04	00183708
			1,131.52	00183990
NEXT LEVEL HVAC ENERGY MANAGEMENT SYSTEM	V6414745	5610	9,869.00	00183780
NGUYEN, LANA	V6414621	5210	129.00	00184181
NORWOOD, AMBER	V6414818	5220	8.78	00184233
NUMAINVILLE, JEFF	V6407833	5210	165.24	00183709
OFFICE DEPOT	V6403421	4320	53.07	00183899

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
OLIVE CREST ACADEMY	V6410765	5860	2,042.72	00183711
OPTIMUM ENERGY DESIGN LLC	V6411411	6212	5,850.00	00183900
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	16,650.00	00183847
			120.00	00184054
			23,650.00	00184087
ORBACH HUFF SUAREZ AND HENDERSON LLP	V6408078	5821	4,160.00	00183992
ORCHARD INC	V6414613	5610	100.00	00184088
O'REILLY AUTO PARTS	V6411401	4370	77.50	00183710
			1,304.12	00183781
		4375	108.29	00183710
		4376	844.33	00184086
		4385	294.83	00183710
			172.89	00183898
			748.46	00183991
		4387	30.13	00184086
		4410	5,418.01	00183710
		5610	-	00183781
ORVAC ELECTRONICS	V6403479	4355	213.24	00184089
			74.01	00184234
OXFORD ACADEMY	V6403485	5810	5,820.00	00183848
PACIFIC COAST PROPANE LLC	V6414612	5810	34,358.97	00183849
PAKISER, ANDREW	V6414830	5220	1.96	00183993
PARADIGM HEALTHCARE SERVICES LLC	V6403536	5810	19,026.75	00183949
PARENT, TERESA	V6414823	5220	3.54	00183994
PARK, ESTHER	V6411350	5220	107.82	00183782
PARKHOUSE TIRE INC.	V6403547	4386	2,499.66	00183995
PARRA, JESSICA	V6414848	5210	19.38	00184182
PATINO, REUBEN	V6403910	5220	98.51	00183996
PAVASARS, JOHN	V6408437	5220	164.41	00183712
PELICAN AUTO	V6414406	4370	109.95	00184137
		5610	109.95	00184137
PENALOZA, FERNANDO	V6414565	5210	200.00	00183810
PENNER PARTITIONS INC	V6403625	4355	561.38	00183783
PERRY, ANA	V6414828	5220	2.49	00183997
PERSAUD, SONITA	V6408884	5220	9.76	00183901
PEST OPTIONS INC	V6406848	5610	675.00	00184183
PETROCELLY, CAITLIN	V6414667	5220	20.96	00183713
PHANTOM PROJECTS	V6406776	5580	2,250.00	00184138
PHUNG, JANE	V6414672	5220	31.87	00183784
			28.82	00183902
PINEDA'S NURSERY INC	V6403670	4347	166.38	00183785
			400.74	00184235
PIPS	V6407384	3601	416,509.38	00183714
		3602	138,836.45	00183714
PITNEY BOWES	V6403677	4347	252.14	00183950
		5610	702.42	00183786
			252.14	00184139
		5910	4,022.28	00183950
			4,022.28	00184090
PITSCO INC.	V6403679	4310	1,094.81	00184236
PLUMBING AND INDUSTRIAL SUPPLY CO INC	V6412332	4355	390.21	00183715
POOL SUPPLY OF ORANGE COUNTY	V6403700	4355	1,109.40	00183716
			1,273.50	00183787
PORTA PHONE	V6403701	4410	5,431.60	00183903

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
PORTVIEW PREPARATORY INC.	V6411850	5860	20,616.68	00184055
PROFESSIONAL GLASS	V6413762	4355	1,077.40	00183904
PROVANTAGE	V6409906	4310	1,136.54	00183717
PROVO CANYON SCHOOL	V6406450	5860	40,095.00	00184091
			30,438.00	00184184
PYRAMID SCHOOL PRODUCTS	V6403798	4310	1,023.84	00184056
QUILL CORP.	V6403807	4310	207.14	00183718
RAMIREZ, MARIA T.	V6412066	5220	158.44	00183788
RAMOS, JENNY	V6414831	5220	9.04	00183998
RAPTOR TECHNOLOGIES LLC	V6413501	5810	11,900.00	00184092
REAL INSPIRATION INC.	V6412594	5880	3,800.00	00183999
REFRIGERATION SUPPLIES DIST.	V6403873	4355	207.87	00183789
			522.66	00184057
REGENCY LIGHTING	V6411239	4410	4,094.50	00184237
RENTERIA, JORGE	V6414825	5220	3.14	00184000
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	14,278.01	00184058
REVOLVING CASH FUND	V6405190	4310	1,341.72	00184093
		4390	2,814.54	00184093
		5210	465.00	00184093
		5880	19,650.00	00183850
			1,178.21	00184093
		5910	3,313.22	00184093
		8699	577.90	00184093
RIDDELL ALL AMERICAN	V6403939	5630	8,410.32	00183851
RIV OR COUNTIES PUMP COMPANY INC.	V6409881	4355	274.74	00183790
		5610	1,577.50	00183790
RIVERA, CLAUDIA	V6412993	5220	3.54	00183852
RIVERSIDE INSIGHTS	V6413468	4310	306.39	00183905
RODRIGUEZ, FRANCISCO	V6414820	5220	3.54	00184001
ROSEBURROUGH TOOL CO. INC	V6404014	4355	248.54	00183719
ROSSIER PARK SCHOOL	V6411451	5860	23,290.08	00184094
			24,203.72	00184185
RUHNAU CLARKE ARCHITECTS	V6412249	5810	3,391.87	00183906
RUSSELL, TANICA	V6414822	5220	3.54	00184002
RWC INTERNATIONAL LTD	V6414635	4376	5,758.31	00183791
			128.23	00184003
		4385	644.75	00184238
SAAN, KHALIFAH	V6414827	5220	8.38	00184004
SAFETY KLEEN SYSTEMS INC.	V6404072	5610	100.00	00184059
SALDIVAR, NATALIE	V6412045	5210	147.54	00184186
SALGADO, YESENIA	V6413726	5210	52.20	00184187
SAN DIEGO CHILDREN'S LEARNING ACADEMY	V6408557	5860	50,406.09	00184140
SANTIAGO, RAFAEL	V6409310	4390	1,071.19	00183792
SCHOOL NEWS ROLL CALL LLC	V6413760	5880	1,646.00	00183951
SCHOOL NURSE SUPPLY INC	V6404166	9320	80.59	00183907
SCHOOL SERVICES OF CALIFORNIA INC.	V6404171	5810	1,000.00	00183720
SCHOOL SPECIALTY INC	V6404173	9320	291.36	00183908
SCHOOLPAY	V6414777	4310	95.00	00183721
		4320	80.00	00184188
SCHOOLS FIRST FCU DCP	V6403419	3901	2,019.50	00183853
			2,019.50	00183854
			2,019.50	00183855
		3902	2,019.50	00183856
			2,019.50	00183857

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
SCHREINER, GABRIELLE	V6414819	5210	105.00	00183952
SCP DISTRIBUTORS LLC	V6411554	4355	520.76	00184239
SCSBOA	V6406007	5880	400.00	00184095
SEHI COMPUTER PRODUCTS INC	V6404221	4310	1,562.38	00183722
			709.00	00183953
		4410	1,595.93	00183722
		5880	1,006.00	00184060
SEMA LLC	V6414512	5880	4,246.40	00184096
SHERMAN, MICAH	V6414207	5220	51.74	00184005
SHERWIN WILLIAMS CO., THE	V6410919	4355	102.29	00183909
			40.10	00184141
SIDHU, SEEMA	V6414595	4390	544.64	00183811
SIERRA, JAVIER	V6414778	5220	151.96	00184061
		5810	7,665.00	00184240
SIGLER INC., RUSSELL	V6410420	4355	1,474.02	00183723
			1,532.08	00184142
		4410	8,835.50	00184097
SIGN MART PLASTICS PLUS	V6412529	4320	613.43	00184098
			705.83	00184143
		5810	608.04	00184098
			604.40	00184143
SIMPSON, MERCEDES	V6414832	5220	12.84	00184006
SITEONE LANDSCAPE SUPPLY LLC	V6414074	4347	1,205.95	00183724
			72.06	00184062
SLAUGHTER, CHRIS	V6414792	5220	20.96	00183858
SOCALGRAD	V6411708	4320	3,118.10	00183793
			1,156.16	00184189
SOLARWINDS INC.	V6409947	5610	521.00	00183725
SONG, ADRIAN	V6414790	5220	7.99	00183859
SOSA, KANDYCE	V6413144	5220	134.60	00184007
SOUTHEASTERN PERFORMANCE APPAR	V6404367	4310	3,249.59	00183794
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	89,905.07	00183860
SOUTHERN COUNTIES LUBRICANTS LLC	V6414034	4384	1,827.50	00184241
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	4310	719.90	00183910
		4320	49.45	00183812
			6.99	00183910
			52.88	00184190
		9320	148.82	00183726
			1,207.75	00183910
			300.49	00184190
SPEECH AND LANGUAGE	V6404400	5860	61,176.20	00183727
SPORTS FACILITIES GROUP INC	V6410318	4355	2,523.00	00184242
STAPLES ADVANTAGE	V6410116	4310	578.36	00183728
			823.88	00183911
			100.62	00184144
			257.89	00184243
		4320	8.61	00183911
			163.17	00184008
SUPERIOR TEXT	V6412726	4210	1,048.19	00184145
SUPERIOR TEXT LLC	V6414416	4210	46,767.22	00183795
			1,998.29	00184146
SUPLES	V6414794	4310	1,490.00	00184191
		4410	492.00	00184191
SWEETWATER	V6409201	4410	1,406.14	00183912

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			1,371.67	00184009
			2,370.49	00184147
SWITZER, MICHAEL	V6411497	1103	1,275.30	00184063
		5220	65.11	00184010
SWRCB	V6407133	5880	1,738.00	00184244
T MOBILE	V6410424	5918	1,117.20	00183729
			13,738.82	00183730
			2,100.90	00183913
TAGLE, VERONICA	V6414821	5220	4.32	00184011
TAO ROSSINI A PROFESSIONAL	V6414113	5821	190.00	00183813
TAYLOR, HIBA	V6402046	4310	696.25	00183954
TENORIO, ERIC	V6414842	5210	1,275.30	00184192
THOMSON REUTERS WEST	V6407958	4210	161.62	00183731
		5880	161.00	00183914
TILLY'S LIFE CENTER	V6414765	5805	7,000.00	00183915
TORRES, CAROLYN	V6414843	5210	1,275.30	00184193
TOTALLY PROMOTIONAL	V6411321	4320	413.92	00184148
TRAN, THAO	V6412446	5220	115.94	00183732
TRILLIUM USA COMPANY LLC	V6414462	4392	2,545.83	00183733
			1,275.90	00183814
			2,597.23	00183955
			2,904.59	00184149
TRUCK PRO PTO SALES CORPORATION	V6403784	4375	130.26	00183956
		4385	947.32	00183956
			1,154.79	00184150
TURF STAR INC	V6404805	4347	886.28	00184064
U S BANK	V6406511	4210	28.41	00184099
		4310	4,271.81	00184099
		4320	904.42	00184099
		4347	678.85	00184099
		4390	2,626.55	00184099
		5805	3,467.00	00184099
		5880	1,668.92	00184099
ULINE	V6406546	4310	118.04	00184151
UNION AUTO SERVICE CENTER	V6404840	4370	635.94	00184194
		5610	852.00	00184194
US AIR CONDITIONING DISTRIBUTORS	V6404317	4355	427.52	00183734
		4410	672.38	00183734
VALLADARES, JULIANA	V6414793	5220	24.89	00183861
VALLEY VISTA SERVICES INC	V6411966	5580	7,703.45	00183815
VAN WYE, SILVIA	V6412078	5220	39.63	00184195
VASQUEZ, KARINA	V6414829	5220	9.17	00184012
VAZQUEZ, BRENDA	V6414834	5210	105.00	00184065
VAZQUEZ, LIZBETH SEGURA	V6412067	5220	75.31	00183796
VELASQUEZ, TANYA	V6414824	5220	1.05	00184013
VERTICAL TRANSPORT INC	V6413440	5610	2,205.94	00183735
VIDALES, BRIANNA	V6414826	5220	6.94	00184014
VILDOSOLA, PATRICIA	V6413267	5220	86.88	00183797
VISION COMMUNICATIONS CO.	V6404955	4320	139.00	00183736
		5610	(10.78)	00183736
VISTA PAINT CORPORATION	V6404961	4355	42.26	00183737
			137.72	00183798
			38.27	00184066
W STRATEGIES LLC	V6414038	5810	5,000.00	00184152

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
W W NORTON AND CO INC	V6404984	4210	8,716.50	00183738
WALTERS WHOLESALE ELECTRIC CO	V6409053	4355	2,365.32	00183739
			638.94	00183916
WASHINGTON MUSIC CENTER	V6413436	4310	617.14	00183917
WEINRAUB, ERIKA	V6414375	5220	90.62	00183799
WESTRUX INTERNATIONAL INC	V6405053	4385	2.00	00183800
			157.80	00183957
WHITE, ANGELITA	V6414844	5210	1,275.30	00184196
WINZER	V6412060	4375	133.85	00183801
			258.17	00183958
XTREME SOCCER	V6413161	4310	678.04	00184245
YARIJANIAN AND ASSOCIATES	V6413731	5821	5,550.00	00183740
YOUNG, RAVEN	V6414791	5220	20.96	00183862
GENERAL FUND (0101)			**3,398,109.83**	
CRISP IMAGING	V6408990	6241	3,258.44	00183742
		6274	2,748.85	00183742
DIVISION OF THE STATE ARCHITECT	V6411414	6210	57,728.32	00183959
			32,700.00	00183960
			1,000.00	00184153
ENCORP	V6409154	6212	1,130.00	00184015
ERICKSON HALL CONSTRUCTION CO	V6413032	6270	1,392,230.31	00183918
HCI SYSTEMS INC	V6413251	6270	49,178.57	00184154
JOHNSON FAVARO	V6412904	6212	18,984.55	00183919
ORBACH HUFF SUAREZ AND HENDERSON LLP	V6408078	6215	3,057.00	00184016
RACHLIN PARTNERS	V6414596	6212	79,913.90	00183743
REVOLVING CASH FUND	V6405190	6222	6,340.00	00184100
RUHNAU CLARKE ARCHITECTS	V6412249	6212	18,542.50	00183920
SUN PAC STORAGE CONTAINERS INC	V6414092	6274	75.00	00183921
SWRCB	V6407133	6222	860.00	00184246
GOB ELECTION 2014 SERIES 2019 FUND (2127)			**1,667,747.44**	
ORBACH HUFF SUAREZ AND HENDERSON LLP	V6408078	5821	530.78	00183961
PBK-WLC	V6414503	6212	41,472.00	00184017
REVOLVING CASH FUND	V6405190	8681	1,064.26	00184101
CAPITAL FACILITIES FUND (2525)			**43,067.04**	
CRISP IMAGING	V6408990	6241	157.90	00183744
			78.12	00183922
DIVISION OF THE STATE ARCHITECT	V6411414	6210	103,022.59	00184155
VITAL INSPECTION SERVICES INC	V6412251	6291	14,400.00	00184018
CAPITAL FACILITIES RDA FUND (2545)			**117,658.61**	
AUHSD	V6400400	5890	125.99	00183816
GATEWAY URGENT CARE CENTER	V6407482	5890	755.00	00184197
WORKERS COMPENSATION FUND (6768)			**880.99**	
AUHSD	V6400400	5891	430,127.00	00183923
			674,975.58	00184102

VENDOR NAME	VENDOR ID	OBJECT	AMOUNT	CK#
			551,912.47	00184247
CALIFORNIA SCHOOLS DENTAL COALITION	V6405368	5892	224,321.00	00184156
DELTA DENTAL INSURANCE COMPANY	V6411391	5465	17,578.45	00183745
			17,503.91	00183962
EXPRESS SCRIPTS INC.	V6410974	5895	215,543.97	00183802
			255,705.94	00183924
			388,121.82	00184103
REVOLVING CASH FUND	V6405190	5499	249.56	00184104
HEALTH & WELFARE INSURANCE FUND (7676)			**2,776,039.70**	
GRAND TOTAL ALL FUNDS			**8,003,541.27**	

ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
Oct-22

School Name	Prior Month Total	Current Month			
		Checking	Petty Cash / Change Fund	Savings	Total
Anaheim	370,902.48	343,968.35	1,000.00	53,291.72	398,260.07
Western	383,796.79	273,984.50	1,275.00	128,806.44	404,065.94
Magnolia	176,713.95	151,430.60	700.00	-	152,130.60
Savanna	104,943.95	134,562.16	500.00	221.39	135,283.55
Loara	221,361.62	208,795.67	800.00	37,633.87	247,229.54
Katella	310,091.69	326,234.75	2,100.00		328,334.75
Kennedy	449,808.16	469,390.48	1,300.00		470,690.48
Cypress	867,125.15	910,161.24	1,700.00		911,861.24
Brookhurst	24,031.92	27,182.26			27,182.26
Orangeview	51,941.63	24,291.00			24,291.00
Walker	98,728.49	92,855.09			92,855.09
Dale	87,789.74	87,589.74	200.00		87,789.74
Sycamore	13,507.97	22,944.57			22,944.57
Ball	12,107.87	67,508.90			67,508.90
South	69,229.35	70,235.15			70,235.15
Oxford	636,859.55	704,004.49	260.00		704,264.49
Lexington	69,859.55	68,260.35			68,260.35
Hope	71,263.73	67,508.90			67,508.90
Gilbert	40,751.95	40,282.56			40,282.56
Cambridge	4,443.44	5,182.85			5,182.85
Total	3,748,977.44	3,838,293.67	10,125.00	233,107.54	4,081,526.21

Anaheim Union High School District

Cafeteria Fund

Financial Statements

December 2022

Balance Sheet

Anaheim Union High School District

12/31/2022

Account Number	Description	
Asset	**Assets**	
CASH		
9120	Cash-Checking	$5,692,455.11
9122	Change Fund	$5,200.00
Total CASH		$5,697,655.11
RECEIVABLE		
9210	A/R - Current	$9,050.54
9280	A/R - State	$1,612,283.40
9290	A/R - Federal	$5,561,150.80
Total RECEIVABLE		$7,182,484.74
INVENTORIES		
9321	Food	$402,871.22
9323	Supplies	$225,332.36
Total INVENTORIES		$628,203.58
Total Asset		**$13,508,343.43**
Liability	**Liabilities and Fund Balance**	
LIABILITIES		
9510	A/P - Current	$2,149,513.64
9580	Sales Tax Liability	$3,442.17
9599	Purchases Clearing	$0.00
9650	Deferred Revenue	$165,421.73
Total LIABILITIES		$2,318,377.54
Total Liability		**$2,318,377.54**
Fund Balance	**Liabilities and Fund Balance**	
FUND BALANCE		
9780	Fund Balance: Central Kitchen	$2,799,332.90
9798	Fund Balance	$6,014,252.76
Total FUND BALANCE		$8,813,585.66
Total Fund Balance		**$8,813,585.66**
Current Year Profit (Loss)		**$2,376,380.18**
Total Liabilities and Fund Balance		**$13,508,343.38**

Show all data

Statement of Revenue and Expense

Anaheim Union High School District

	Period 6 Ending in 12/31/2022				Period 6 Ending in 12/31/2021			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8635	$39,559.09	1.64 %	$291,207.83	2.05 %	$40,497.58	2.48 %	$315,416.67	2.79 %
A La Carte Sales								
8636	$29.24	0.00 %	$159.20	0.00 %	$25.02	0.00 %	$183.56	0.00 %
Adult Rev. - Breakfast								
8637	$625.01	0.03 %	$3,818.11	0.03 %	$359.23	0.02 %	$2,352.81	0.02 %
Adult Rev. - Lunch								
Local Revenue	**$40,213.34**	**1.66 %**	**$295,185.14**	**2.08 %**	**$40,881.83**	**2.50 %**	**$317,953.04**	**2.82 %**
Federal Reimbursements								
8200	$269,625.21	11.15 %	$1,556,101.93	10.95 %	$257,732.63	15.75 %	$1,830,743.15	16.22 %
Federal Meal Revenue-Breakfast								
8220	$1,257,862.87	52.02 %	$7,378,357.58	51.90 %	$1,230,923.56	75.23 %	$8,411,664.29	74.51 %
Federal Meal Revenue-Lunch								
8290	$67,104.72	2.78 %	$411,820.20	2.90 %	$9,662.00	0.59 %	$66,617.00	0.59 %
Misc Federal Revenue-Snack								
Federal Reimbursements	**$1,594,592.80**	**65.95 %**	**$9,346,279.71**	**65.75 %**	**$1,498,318.19**	**91.58 %**	**$10,309,024.44**	**91.32 %**
State Reimbursements								
8500	$175,290.56	7.25 %	$1,005,975.55	7.08 %	$26,029.68	1.59 %	$184,895.72	1.64 %
State Meal Revenue-Breakfast								
8520	$605,594.26	25.05 %	$3,533,607.43	24.86 %	$70,904.61	4.33 %	$484,535.20	4.29 %
State Meal Revenue-Lunch								
State Reimbursements	**$780,884.82**	**32.30 %**	**$4,539,582.98**	**31.93 %**	**$96,934.29**	**5.92 %**	**$669,430.92**	**5.93 %**
Other Revenue								
8638	($520.64)	-0.02 %	($918.98)	-0.01 %	($66.89)	0.00 %	($505.68)	0.00 %
Cash Over & Short								
8699	$2,676.50	0.11 %	$35,446.51	0.25 %	$82.45	0.01 %	($6,846.85)	-0.06 %
Spec Activity/Cater								
Other Revenue	**$2,155.86**	**0.09 %**	**$34,527.53**	**0.24 %**	**$15.56**	**0.00 %**	**($7,352.53)**	**-0.07 %**
Total Revenue	**$2,417,846.82**	**100.00 %**	**$14,215,575.36**	**100.00 %**	**$1,636,149.87**	**100.00 %**	**$11,289,055.87**	**100.00 %**
Expense								
Food Purchases & Govnmt								
4700	$742,582.13	30.71 %	$4,168,371.66	29.32 %	$406,093.56	24.82 %	$2,917,658.62	25.85 %
Food Purchases								
Food Purchases & Govnmt	**$742,582.13**	**30.71 %**	**$4,168,371.66**	**29.32 %**	**$406,093.56**	**24.82 %**	**$2,917,658.62**	**25.85 %**
Supplies								
4300	$15,620.91	0.65 %	$184,544.05	1.30 %	$13,216.93	0.81 %	$119,956.35	1.06 %
Materials & Supplies								
4400	$3,284.26	0.14 %	$92,634.02	0.65 %	$15,718.58	0.96 %	$42,987.45	0.38 %
Noncapitalized Equipment-Over $500								
4790	$61,320.64	2.54 %	$438,924.02	3.09 %	$68,654.13	4.20 %	$330,270.04	2.93 %
Supplies (Food)								
Supplies	**$80,225.81**	**3.32 %**	**$716,102.09**	**5.04 %**	**$97,589.64**	**5.96 %**	**$493,213.84**	**4.37 %**
Salaries								
2200	$746,875.28	30.89 %	$3,841,309.13	27.02 %	$690,504.66	42.20 %	$3,523,247.59	31.21 %
Classified Salaries								
2300	$37,093.25	1.53 %	$222,004.44	1.56 %	$35,153.50	2.15 %	$221,555.77	1.96 %
Class.Sup/Admin Salaries								
2400	$39,634.68	1.64 %	$227,346.60	1.60 %	$40,719.02	2.49 %	$238,470.16	2.11 %
Clerical/Office Salaries								
Salaries	**$823,603.21**	**34.06 %**	**$4,290,660.17**	**30.18 %**	**$766,377.18**	**46.84 %**	**$3,983,273.52**	**35.28 %**

Statement of Revenue and Expense

Anaheim Union High School District

	Period 6 Ending in 12/31/2022				Period 6 Ending in 12/31/2021			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Benefits								
3202	$167,234.37	6.92 %	$856,202.94	6.02 %	$139,965.68	8.55 %	$718,049.92	6.36 %
PERS, Classified Position								
3302	$63,177.09	2.61 %	$324,554.78	2.28 %	$58,242.40	3.56 %	$300,274.66	2.66 %
OASD/MED/Classified Position								
3402	$189,032.10	7.82 %	$1,112,875.90	7.83 %	$192,543.55	11.77 %	$1,140,754.28	10.10 %
Hlth/Welfare, Classified								
3502	$4,178.14	0.17 %	$21,502.24	0.15 %	$3,856.94	0.24 %	$20,811.77	0.18 %
SUI, Classified Position								
3602	$21,386.35	0.88 %	$109,887.83	0.77 %	$19,544.95	1.19 %	$101,341.63	0.90 %
Workers Comp, Classified								
Benefits	**$445,008.05**	**18.41 %**	**$2,425,023.69**	**17.06 %**	**$414,153.52**	**25.31 %**	**$2,281,232.26**	**20.21 %**
Other Expenses								
5200	$925.52	0.04 %	$8,669.16	0.06 %	$853.74	0.05 %	$4,535.86	0.04 %
Travel & Conference								
5500	$11,910.00	0.49 %	$104,783.12	0.74 %	$3,815.00	0.23 %	$33,436.25	0.30 %
Operation & Housekeeping								
5600	$10,988.14	0.45 %	$51,297.05	0.36 %	$4,509.51	0.28 %	$48,747.35	0.43 %
Rental/Lease/Repair								
5800	$106.67	0.00 %	$28,994.74	0.20 %	$0.00	0.00 %	$47,383.21	0.42 %
Prof. Consult Service/Other Operating Exp								
5900	$40.59	0.00 %	$40.59	0.00 %	$112.89	0.01 %	$220.32	0.00 %
Fax, Pager, Postage								
7350	$0.00	0.00 %	$10,048.83	0.07 %	$0.00	0.00 %	$0.00	0.00 %
Dir/Ind Supp. Intf								
Other Expenses	**$23,970.92**	**0.99 %**	**$203,833.49**	**1.43 %**	**$9,291.14**	**0.57 %**	**$134,322.99**	**1.19 %**
Capital Outlay								
6500	$35,204.08	1.46 %	$35,204.08	0.25 %	$0.00	0.00 %	$0.00	0.00 %
Equipment- Over $5000								
Capital Outlay	**$35,204.08**	**1.46 %**	**$35,204.08**	**0.25 %**	**$0.00**	**0.00 %**	**$0.00**	**0.00 %**
Total Expense	**$2,150,594.20**	**88.95 %**	**$11,839,195.18**	**83.28 %**	**$1,693,505.04**	**103.51 %**	**$9,809,701.23**	**86.90 %**
Net Profit (Loss)	**$267,252.62**	**11.05 %**	**$2,376,380.18**	**16.72 %**	**($57,355.17)**	**-3.51 %**	**$1,479,354.64**	**13.10 %**

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ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2022/2023 MONTHLY ENROLLMENT REPORT

MONTH 6

01/09/23 to 02/03/23

SCHOOL	REGULAR DAY 9th	10th	11th	12th	Subtotal	Hosp/Hm	Sp Ed	TOTAL STUDENTS
Anaheim	643	691	657	555	2,546	1	195	2,742
Cypress	663	701	635	705	2,704	1	71	2,776
Katella	607	605	595	550	2,357	-	156	2,513
Kennedy	507	509	485	477	1,978	-	75	2,053
Loara	372	384	352	349	1,457	-	128	1,585
Magnolia	376	400	353	266	1,395	-	128	1,523
Oxford	207	221	196	187	811	-	-	811
Savanna	402	427	400	354	1,583	-	73	1,656
Western	396	393	425	347	1,561	-	85	1,646
Total Comprehensive	**4,173**	**4,331**	**4,098**	**3,790**	**16,392**	**2**	**911**	**17,305**
Anaheim Independent Learning Center	-	-	17	127	144	-	-	144
Cambridge Virtual Academy	23	23	32	26	104	-	-	104
Gilbert High School	-	2	198	309	509	2	152	663
Katella Satellite Independent Study	11	24	28	38	101	-	-	101
Kennedy Satellite Independent Study	9	23	44	42	118	-	-	118
Nonpublic School	-	-	-	-	-	-	20	20
Polaris High School	31	40	39	25	135	-	3	138
Special Education Transition Program	-	-	-	-	-	-	178	178
Western Independent Learning Center	-	11	29	58	98	-	-	98
Total Alternative Ed	**74**	**123**	**387**	**625**	**1,209**	**2**	**353**	**1,564**
Hope	-	-	-	-	-	9	233	242
Total Senior High Schools	**4,247**	**4,454**	**4,485**	**4,415**	**17,601**	**13**	**1,497**	**19,111**

SCHOOL	REGULAR DAY 7th	8th	Subtotal	Hosp/Hm	Sp Ed			TOTAL STUDENTS
Ball	381	373	754	-	44			798
Brookhurst	389	344	733	-	56			789
Dale	481	465	946	1	49			996
Lexington	663	571	1,234	-	44			1,278
Orangeview	297	366	663	-	24			687
Oxford	232	232	464	-	-			464
South	603	606	1,209	-	70			1,279
Sycamore	559	609	1,168	2	93			1,263
Walker	398	435	833	1	25			859
Total Comprehensive	**4,003**	**4,001**	**8,004**	**4**	**405**			**8,413**
Cambridge Virtual Academy	17	19	36	-	-			36
Nonpublic School	-	-	-	-	17			17
Polaris High School	17	38	55	-	3			58
Total Alternative Ed	**34**	**57**	**91**	**-**	**20**			**111**
Total Junior High Schools	**4,037**	**4,058**	**8,095**	**4**	**425**			**8,524**

DISTRICT TOTAL	**27,635**

EXHIBIT HH

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2022/23 MONTHLY ENROLLMENT REPORT

GROWTH vs. DECLINE - MONTH to MONTH COMPARISON
Month 6

HIGH SCHOOL	Month 5	Month 6	Growth v. (Decline)
Anaheim	2,735	2,742	7
Cypress	2,784	2,776	(8)
Katella	2,532	2,513	(19)
Kennedy	2,056	2,053	(3)
Loara	1,595	1,585	(10)
Magnolia	1,528	1,523	(5)
Oxford	810	811	1
Savanna	1,655	1,656	1
Western	1,646	1,646	-
Total Senior High	**17,341**	**17,305**	**(36)**

JUNIOR HIGH SCHOOL	Month 5	Month 6	Growth v. (Decline)
Ball	805	798	(7)
Brookhurst	782	789	7
Dale	993	996	3
Lexington	1,280	1,278	(2)
Orangeview	688	687	(1)
Oxford	466	464	(2)
South	1,281	1,279	(2)
Sycamore	1,263	1,263	-
Walker	854	859	5
Total Junior High	**8,412**	**8,413**	**1**

Total Comprehensive Schools	**25,753**	**25,718**	**(35)**

Alternative Education	Month 5	Month 6	Growth v. (Decline)
Anaheim Independent Learning Center	146	144	(2)
Cambridge Virtural Academy	137	140	3
Gilbert High School	659	663	4
Hope School	246	242	(4)
Katella Satellite Independent Study	100	101	1
Kennedy Sattelite Independent Study	122	118	(4)
Nonpublic School	43	37	(6)
Polaris High School	186	196	10
Special Education Transition Program	179	178	(1)
Western Independent Learning Center	98	98	-
Total Alternative Ed.	**1,916**	**1,917**	**1**

District Total	**27,669**	**27,635**	**(34)**

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2022/23 MONTHLY ENROLLMENT REPORT

GROWTH vs. DECLINE - YEAR to YEAR COMPARISON
Month 6

HIGH SCHOOL	2021/22	2022/23	Growth v. (Decline)
Anaheim	2,753	2,742	(11)
Cypress	2,869	2,776	(93)
Katella	2,705	2,513	(192)
Kennedy	2,187	2,053	(134)
Loara	1,856	1,585	(271)
Magnolia	1,638	1,523	(115)
Oxford	809	811	2
Savanna	1,706	1,656	(50)
Western	1,669	1,646	(23)
Total Senior High	**18,192**	**17,305**	**(887)**

JUNIOR HIGH SCHOOL	2021/22	2022/23	Growth v. (Decline)
Ball	871	798	(73)
Brookhurst	976	789	(187)
Dale	1,013	996	(17)
Lexington	1,218	1,278	60
Orangeview	857	687	(170)
Oxford	470	464	(6)
South	1,417	1,279	(138)
Sycamore	1,331	1,263	(68)
Walker	999	859	(140)
Total Junior High	**9,152**	**8,413**	**(739)**

Total Comprehensive Schools	**27,344**	**25,718**	**(1,626)**

Alternative Education	2021/22	2022/23	Growth v. (Decline)
Anaheim Independent Learning Center	141	144	3
Cambridge Virtural Academy	218	140	(78)
Gilbert High School	588	663	75
Hope School	234	242	8
Katella Satellite Independent Study	57	101	44
Kennedy Satellite Independent Study	109	118	9
Nonpublic School	36	37	1
Polaris High School	94	196	102
Special Education Transition Program	183	178	(5)
Western Independent Learning Center	96	98	2
Total Alternative Ed.	**1,756**	**1,917**	**161**

District Total	**29,100**	**27,635**	**(1,465)**

IDENTIFICATION AND EDUCATION UNDER SECTION 504 8200-R (AR 6164.6)

The Superintendent designates the following position as the District's 504 Coordinator to implement the requirements of Section 504 of the federal Rehabilitation Act of 1973: (34 CFR 104.7)

Director, **Innovative Programs and Instructional Systems**
Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 92801
(714) 999-3511

Definitions

For the purpose of implementing Section 504, the following terms and phrases shall have only the meanings specified below:

"Free appropriate public education" (FAPE) means the provision of regular or special education and related aids and services designed to meet the individual educational needs of a student with disabilities as adequately as the needs of students without disabilities are met, at no cost to the student or his or her parent or guardian except when a fee is specifically authorized by law for all students. (34 CFR 104.33)

"Student with a disability" means a student who has a physical or mental impairment which substantially limits one or more major life activities, who has a record of such an impairment, or who is regarded as having such an impairment. (28 CFR 35.108)

"Physical impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more body systems, such as neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genito-urinary, immune, hemic, lymphatic, skin, and endocrine. (28 CFR 35.108)

"Mental impairment" means any mental or psychological disorder, such as intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disability. (28 CFR 35.108)

"Substantially limits major life activities" means limiting a person's ability to perform functions, as compared to most people in the general population, such as caring for himself or herself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, writing, communicating, and

working. “Major life activities” also includes major bodily functions such as functions of the immune system, special sense organs and skin, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions, as well as the operation of an individual organ within a body system. The determination of whether an impairment substantially limits a student’s major life activities shall be made without regard to the ameliorative effects of mitigating measures other than ordinary eyeglasses or contact lenses. Mitigating measures are measures that an individual may use to eliminate or reduce the effects of an impairment, including, but not limited to, medications, medical supplies or equipment, prosthetic devices, assistive devices, reasonable modifications or auxiliary aids or services, learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy. (42 USC 12102; 28 CFR 35.108)

Referral, Identification, and Evaluation

Any action or decision to be taken by the district involving the referral, identification, or evaluation of a student with disabilities shall be in accordance with the following procedures:

1. A parent or guardian, teacher, other school employee, educational monitoring team, or community agency may refer a student to the principal or designee or to the District 504 Coordinator for identification as a student with a disability under Section 504.

2. Upon receipt of any such referral, the principal, designee, 504 Coordinator, or other qualified individual with expertise in the area of the student’s suspected disability shall consider the referral and determine whether an evaluation is appropriate. This determination shall be based on a review of the student’s school records, including those in academic and nonacademic areas of the school program; consultation with the student’s teachers, other professionals, and the parent or guardian, as appropriate; and analysis of the student’s needs.

   If it is determined that an evaluation is unnecessary, the principal, designee, or 504 Coordinator shall inform the parents or guardians in writing of this decision and of the procedural safeguards available, as described in the “Procedural Safeguards” section below.

3. If the student needs or is believed to need special education or related services under Section 504, the district shall conduct an evaluation of the student prior to his or her initial placement. (34 CFR 104.35)

Prior to conducting an initial evaluation of a student for eligibility under Section 504, the district shall obtain written parent or guardian consent.

The district's evaluation procedures shall ensure that the tests and other evaluation materials: (34 CFR 104.35)

a. Have been validated and are administered by trained personnel in conformance with the instruction provided by the test publishers;

b. Are tailored to assess specific areas of educational need and are not merely designed to provide a single general intelligence quotient;

c. Reflect the student's aptitude or achievement or whatever else the tests purport to measure rather than his or her impaired sensory, manual, or speaking skills, except where those skills are the factors that the tests purport to measure.

Section 504 Services Plan and Placement

Services and placement decisions for students with disabilities shall be determined as follows:

1. A 504 team shall be convened to review the evaluation data in order to make placement decisions. The 504 team shall consist of a group of persons knowledgeable about the student, the meaning of the evaluation data, and the placement options (34 CFR 104.35) including an administrator, a school counselor, one or more of the student's teachers, other program staff as appropriate (e.g., nurse, psychologist, social worker, Regional Occupational Program instructor), parents or guardians, and the student.

   In interpreting evaluation data and making placement decisions, the team shall draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior. The team shall also ensure that information obtained from all such sources is documented and carefully considered and that the placement decision is made in conformity with 34 CFR 104.34. (34 CFR 104.35)

2. If, upon evaluation, a student is determined to be eligible for services under Section 504, the team shall meet to develop a written 504 services plan which shall specify the types of regular or special education services, accommodations, and supplementary aids and services necessary to ensure that the student receives FAPE.

The parents or guardians shall be invited to participate in the meeting and shall be given an opportunity to examine all relevant records.

3. If the 504 team determines that no services are necessary for the student, the record of the team's meeting shall reflect whether or not the student has been identified as a person with a disability under Section 504 and shall state the basis for the determination that no special services are presently needed. The student's parent or guardian shall be informed in writing of his or her rights and procedural safeguards, as described in the "Procedural Safeguards" section below.

4. The student shall be placed in the regular educational environment, unless the district can demonstrate that the education of the student in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. The student shall be educated with those who are not disabled to the maximum extent appropriate to his or her individual needs. (34 CFR 104.34)

5. The district shall complete the identification, evaluation, and placement process within a reasonable time frame, generally not later than 60 days following consent to assess.

6. A copy of the student's Section 504 services plan shall be kept in his or her student record. The student's teachers and any other staff who provide services to the student shall be informed of the plan's requirements.

If a student transfers to another school within the district, the principal or designee at the school from which the student is transferring shall ensure that the principal or designee at the new school receives a copy of the plan prior to the student's enrollment in the new school.

Review and Reevaluation

The 504 team shall monitor the progress of the student and, at least annually, shall review the effectiveness of the student's Section 504 services plan to determine whether the services are appropriate and necessary and whether the student's needs are being met as adequately as the needs of students without disabilities are met. In addition, each student with a disability under Section 504 shall be reevaluated at least once every three years.

A reevaluation of the student's needs shall be conducted before any subsequent significant change in placement. (34 CFR 104.35)

Procedural Safeguards

The Superintendent or designee shall notify the parents or guardians of students with disabilities of all actions and decisions by the district regarding the identification, evaluation, or educational placement of their children. The Superintendent or designee also shall notify the parents or guardians of all the procedural safeguards available to them if they disagree with the district's action or decision, including an opportunity to examine all relevant records and an impartial hearing in which they shall have the right to participate. (34 CFR 104.36)

If a parent or guardian disagrees with any district action or decision regarding the identification, evaluation, or educational placement of his or her child under Section 504, he or she may request a Section 504 due process hearing within 30 days of that action or decision.

Prior to requesting a Section 504 due process hearing, the parent or guardian may, at his or her discretion, but within 30 days of the district's action or decision, request an administrative review of the action or decision. The 504 Coordinator shall designate an appropriate administrator to meet with the parent or guardian to attempt to resolve the issue and the administrative review shall be held within 14 days of receiving the parent or guardian's request. If the parent or guardian is not satisfied with the resolution of the issue, or if the parent or guardian did not request an administrative review, he or she may request a Section 504 due process hearing.

A Section 504 due process hearing shall be conducted in accordance with the following procedures:

1. The parent or guardian shall submit a written request to the 504 Coordinator within 30 days of receiving the district's decision or, if an administrative review is held, within 14 days of the completion of the review. The request for the due process hearing shall include:

    a. The specific nature of the decision with which he or she disagrees;

    b. The specific relief he or she seeks;

    c. Any other information he or she believes is pertinent to resolving the disagreement.

2. Within 30 days of receiving the parent or guardian's request, the Superintendent or designee and 504 Coordinator shall select an impartial hearing officer. This 30-day deadline may be extended for good cause or by mutual agreement of the parties.

3. Within 45 days of the selection of the hearing officer, the Section 504 due process hearing shall be conducted and a written decision mailed to all parties. This 45-day deadline may be extended for good cause or by mutual agreement of the parties.

4. The parties to the hearing shall be afforded the right to:

   a. Be accompanied and advised by legal counsel and by individuals with special knowledge or training related to the problems of students with disabilities under Section 504;

   b. Present written and oral evidence;

   c. Question and cross-examine witnesses;

   d. Receive written findings by the hearing officer stating the decision and explaining the reasons for the decision.

If desired, either party may seek a review of the hearing officer's decision by a federal court of competent jurisdiction.

Notifications

The Superintendent or designee shall ensure that the district has taken appropriate steps to notify students and parents or guardians of the district's duty under Section 504. (34 CFR 104.32)

Procedures for Implementing Section 504 Plans in Regional Occupational Programs

The District is committed to providing a FAPE in regional occupational programs ("ROP") to District students who have disabilities within the meaning of Section 504. The District shall ensure Section 504 students will not be denied the benefits of, excluded from participation in, or otherwise subjected to discrimination in ROP courses because of the absence of accommodations, aids, or services designed to meet their individual educational needs. A student with a disability may be entitled to implementation of their Section 504 Plan, and other accommodations, aids, or services in ROP provided courses. The student's Section 504 Team, which includes an ROP Instructional Administrator, is responsible for implementing a student's Section 504 Plan and/or any other appropriate accommodations, aids, or services in ROP provided courses.

Provision of 504 Accommodations to Students in ROP Courses

The application for an ROP course will identify whether a student has a Section 504 plan. When a student with a Section 504 Plan applies for an ROP course, the school's Career Guidance Specialist ("CGS") shall notify the student's 504 case carrier. The student's 504 case carrier and ROP Instructional Administrator will promptly meet with student and/or parent to (1) review the accommodations, aids, or services contained in student's Section 504 Plan, (2) review the requirements of the ROP Course, and (3) determine whether additional accommodations, aids, or services may need to be discussed by the Section 504 Team.

If the student may require additional accommodations, aids, or services considering the course requirements, the student's 504 case carrier will promptly schedule and convene a Section 504 Team meeting, which will include an ROP Instructional Administrator, for the following reasons:

1. Review the current accommodations, aids, or services to determine whether student's current Section 504 Plan will meet student's needs in the ROP course.

2. Review the ROP course description and the requirements associated with the course.

3. Discuss additional accommodations, aids or services that may be necessary to allow student access to participate in the ROP course.

4. Document all decisions regarding implementation of the Section 504 Plan and/or other accommodations, aids, and services in the ROP course.

5. If the Section 504 Team determines that the student can participate in the ROP course with the Section 504 Plan, the following will occur:

    a. The decision will be discussed with the student and documented in student's Section 504 Plan. District will provide Student a copy of the Section 504 Plan and a copy of the Section 504 procedural safeguards.

    b. Prior to the start of the ROP course, the CGS or guidance counselor shall provide copies of student's Section 504 Plan to all personnel responsible for implementing the plan.

    c. Prior to the start of the ROP course, ROP's Instructional Administrator shall provide copies of student's Section 504 Plan to all ROP personnel responsible for implementing the plan.

d. The student's Section 504 Plan will be implemented the first day of the ROP course. If it is determined that the student's Section 504 Plan cannot be implemented at the start of the ROP course, the ROP Instructional Administrator will inform the student in writing of the projected timeframe for implementation.

6. If the Section 504 Team determines that student cannot participate in the ROP course with the current Section 504 Plan, with alternative accommodations, aids, or services discussed by the Section 504 Team, and/or with the accommodations, aids and services requested by student, the following will occur:

   a. The reasons for the Section 504 Team's determination that the student cannot participate in the ROP course will be discussed with the student and documented in the notes section of the student's Section 504 Plan. District shall provide Student a copy of the Section 504 Plan and meeting notes and a copy of the Section 504 procedural safeguards, which shall include these procedures.

   b. If changes to the Section 504 Plan, including accommodations, aids, or services requested by student, are not possible, the Section 504 Team will explore with the student alternative ROP courses that could reasonably implement student's Section 504 plan.

   c. If the Section 504 Team offers to modify Student's Section 504 Plan with accommodations, aids, or services other than those requested by Student, the Section 504 Team will document the offered alternatives and Student's acceptance or rejection of the alternatives offered.

Dispute Resolution

If a student disagrees with the Section 504 Team's determination regarding implementation of their Section 504 Plan and/or other accommodations or auxiliary aids and services, the student may pursue Procedural Safeguards set forth in the District's Section 504 Policy or file a complaint with the Office of Civil Rights.

The ROP will participate in the District's investigation and resolution of any dispute regarding implementation of a Section 504 Plan and/or any other accommodations, aids, or services in an ROP course.

Capturing Kids' Hearts®
Powered by Flippen Group

CAPTURING KIDS' HEARTS SERVICE AGREEMENT

CAPTURE *Hearts*. IMPACT *Culture*. SEE *Change*.

Created by:

Angie Shoffner
Capturing Kids' Hearts

Prepared for:

Jaron Fried
Anaheim Union High School District

Date: Jan 31, 2023

SERVICE AGREEMENT

Anaheim Union High School District ("Client" or "you")
501 North Crescent Way
Anaheim, California 92801

Thank you for selecting The Flippen Group, LLC, dba Capturing Kids' Hearts ("**CKH**" or "**we**") to serve your organization. Our goal is to provide you with products and services that will both motivate and empower your organization to advance to a new level of success. Please take a moment to review the information below, and then sign and return this form to confirm this Master Services Agreement ("**Agreement**"). We look forward to serving you.

Section 1: Our Commitment

The Agreement itself is between CKH and you, the above-identified Client, although most of the benefits of this Agreement are available to many of your representatives/participants as well. Once accepted by you, this Agreement governs our relationship with regard to all of the "**Products and Services"** as defined in this Agreement, or that may later be mutually agreed upon between the parties with reference to this Agreement; many if not all of which involve training events to be conducted by CKH's representatives ("**Consultants" or "Strategists**"). In addition, this Agreement together with the Terms of Use associated with our "**Websites**" governs our relationship over the numerous resources and products that are and will be made available to you during the "**Term**" of this Agreement (collectively, "**Resources**"). Once your acceptance of this Agreement is confirmed, the pricing applicable to you for all such Products and Services and for your access to many of the Resources ("**Access**") become enforceable.

SERVICE AGREEMENT

Section 2: Products and Services

Leadership Solutions	Proposed Timeline	Quantity	Solutions Price	Solutions Subtotal
Capturing Kids' Hearts® 1 Training Two consecutive-day training sessions for up to 50 participants Includes: • Access to the course training manual • Limited collection of foundational videos and resources on CKH.org	Summer 2023 Peak Season	3	$27,500.00	$82,500.00
Capturing Kids' Hearts® 1 Training Two consecutive-day training sessions for up to 50 participants Includes: • Access to the course training manual • Limited collection of foundational videos and resources on CKH.org	May 17-18, 2023 Fall 2023 Off-Peak Season	2	$24,500.00	$49,000.00

Grand Total **$131,500.00**

ADDITIONAL CHARGES (where applicable):

TRAVEL EXPENSES:
Travel expenses for each training event or other service provided by CKH under this Agreement will be itemized on invoices and are in addition to the total amounts itemized under this Agreement. Unless otherwise agreed in advance, such travel expenses inside the Continental United States will be billed at the rate of $1,250.00 for one-day events, $1,900.00 for two-day events, and $2,250.00 for three-day events (per Consultant). Each additional consecutive day for durations in excess of three days will be billed at $350.00 per day (per Consultant).

FACILITY EXPENSES:
Client (at a minimum) will be responsible for securing facilities/meeting space with adequate square footage, comfortable seating, and light refreshments for all attendees for any training event. Facilities and all related costs will be at Client's expense.

ADDITIONAL PARTICIPANT FEES (to the extent applicable):

- A $400.00 fee will be charged for each person over 50 not to exceed 60 total per Capturing Kids' Hearts® 1 Training.

Section 3: Investment

AGREEMENT:
By entering this Agreement, you agree to engage CKH as your provider for our Resources and all the Products and Services as outlined in the accompanying Products and Services section or that may later be mutually agreed between the parties with reference to this Agreement, each of which is incorporated into this Agreement in its entirety by this reference.

Until accepted by you this Agreement and its rates and other pricing terms are non-binding and will expire in 35 calendar days following Jan 31, 2023. To accept and receive the benefits of this Agreement, your signature and acceptance can only be confirmed by CKH upon our receipt of the signed return of this Agreement on or before, March 8, 2023.

PAYMENT TERMS:
The fees for each of the Products and Services and for your Access to Resources shall be determined based on the applicable Products and Services section as well as the other terms of this Agreement. In the case of Products and Services involving scheduled events, the fees (including travel, if applicable) will be billed when the corresponding Products and Services are provided or rendered.

Subscription(s) services shall commence upon the signing of this agreement or June 1, 2023 for the 2023-2024 school year (whichever occurs later) through May 31, 2024. Unless terminated in writing, subscription service(s) will automatically renew on June 1st annually at current rates. Should subscription costs increase by more than 20% over this agreement, the Client will be given 60 days' notice of the rate increase.

Purchase Orders for each scheduled item that is part of the Products and Services section, must be submitted to CKH at least 45 days prior to the scheduled event.

Invoices are due upon receipt. Please make all checks payable to Capturing Kids' Hearts.

SURCHARGES & TAXES:
For Products or Services sold or accessed or Services performed in jurisdictions where taxes, including sales tax, apply to the corresponding transactions under this Agreement, Client shall be responsible for payment of such taxes or for reimbursement of the payment of such taxes when they are paid by or for CKH.

Section 4: Policies

SCHEDULING:
CKH will need someone designated in Client organization to work with on scheduling and event planning needs.

CKH will contact you upon confirmed signing of this Agreement to begin setting up dates for Products and Services to be rendered on the applicable Products and Services section.

Confirmation of all scheduled dates of service will be made via email and is subject to cancellation terms as listed in this Agreement.

CKH may need to communicate with the Client's members/Participant(s) via e-mail to communicate pertinent details about events or products they are attending/experiencing. These e-mail addresses are not shared with any third-party organizations and are only used for the events they are attending. These email addresses are NOT used for soliciting purposes.

FACILITIES/EVENT SET-UP:
You and CKH will mutually agree upon the location of any event as part of the Products and Services section, which should be resolved at least 30 days prior to a scheduled service. CKH will provide event-specific details for any scheduled service (including square footage requirements, AV needs, schedule, and other logistics to be coordinated). Should any of those details need to be altered, prior approval by CKH would be needed.

RECORDING/MEDIA:
Video and/or audio taping of events is strictly prohibited without prior written approval by CKH.
Media representatives are not allowed to attend events without prior written approval by CKH.

DEPOSITS and CANCELLATIONS:

- No deposit is required.
- CKH requires a cancellation notice of 90 days prior to any scheduled date of service. A cancellation notice received inside the 90-day window will result in the full contractual fee being assessed as of the date of cancellation. To the extent not offset by duplicate expenses incurred by CKH, the fee charged for such cancellation may be credited to the event once that event is rescheduled, although any amounts paid for Products or Services that are unused by your organization within the 12 months following the date of signature of this Agreement will be forfeited.
- Travel expenses that CKH has incurred and that must be cancelled because of the Client rescheduling or cancelling a product(s) or service(s) without at least two weeks' advance notice may result in extra charges to the Client.
- In the event an assigned CKH Consultant/Strategist is subject to illness, travel delay, or unavoidable emergencies, the event can be rescheduled/restructured/reassigned.
- Force Majeure: Except with regard to payment obligations, neither party shall be liable to the other for any failure or delay in performing its obligations under this Agreement where such failure or delay is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), pandemics, epidemics, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service, and no other Party will have a right to terminate this Agreement in such circumstances. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion so that other prudent precautions could be contemplated.

RESOURCES:

During the course of providing the Products and Services, participants will be provided with various Resources, some of which shall be distributed by hand or by email to participants during or in preparation or follow-up to particular events, and others of which shall be accessed through websites operated by CKH ("**Websites**"). For the purpose of accessing some or all of the Resources used during our provision of the Products and Services, you will be required to create an account through one or more of the Websites. In the process, you will be required to accept the Terms of Use for the Websites, which will govern your rights and obligations with respect to the content accessed through those Websites, to the extent such Terms of Use are consistent with this Agreement.

Section 5: Intellectual Property

COPYRIGHTS & TECHNOLOGY RIGHTS
CKH's intellectual property is a crucial part of providing training materials and consulting services to its clients, and CKH could not continue its work if its clients did not honor and respect CKH's intellectual property rights. All copyrights and other forms of intellectual property protection pertaining to the Resources, including without limitation all content and functionality on or of the Websites, as well as all text, graphics, images, logos, icons, audio, video, tables, algorithms, analytics, reports, and dynamic content associated with the Resources, whether prearranged or created or modified during the course of providing the Products and Services, as well as the selection, arrangement and "look and feel" of all the foregoing, (excluding personal data belonging to you or your authorized users) are the exclusive property of CKH or its licensors. **None of our work or work product is done on a "work for hire" basis, and all our material and work product is owned exclusively by CKH and is subject to one or more of the following: copyright, trademark, patent, license, or trade secret.** Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of CKH. By entering into this Agreement, you are expressly acknowledging and agreeing to the matters set forth in this paragraph and you are agreeing that none of the training materials, notebooks, videos, presentations, processes or concepts may be used by you, for any purpose, without the express advance written consent of CKH. All textual, dramatic, audio, and/or visual Resources are protected by U.S. and international copyright laws. All rights not expressly granted are reserved.

TRADEMARKS:
The trademarks, service marks, designs, and logos displayed on or in conjunction with the Products, Services, Resources or Websites (collectively, the "**Trademarks**") are the registered and unregistered trademarks of CKH and its licensors. You agree that you will obtain advance written consent from CKH before referring to or attributing any information to CKH or its licensors in any public medium (e.g., signage, press releases, websites, etc.) for advertising or promotion purposes, or for the purpose of informing or influencing any third party, understanding that such consent may be denied for any or no reason. You also agree that you will not use or reproduce any Trademark of, or imply any endorsement by or relationship with, CKH or its licensors.

USE OF RESOURCES:
Capturing Kids' Hearts grants individual participants of training a limited, non-exclusive, revocable, and non-transferable license for the Term of this Agreement to view, access, download, display, and otherwise use specific Capturing Kids' Hearts Resources for their personal and classroom use only. Resources are made available to participants based upon their completed training and provided during training or through site content of Websites.

Access to Resources for participants is based upon both their completion of specific training(s) with Capturing Kids' Hearts and the contractual relationship between Capturing Kids' Hearts and the Client, the organization of which the participant is a current member. The relationship with a Client is documented in the products listed in the Products and Services Section and determines the varying levels of access to Resources based upon the training, products or subscriptions purchased. If the participant is no longer part of the Client's organization, the participant will no longer have access to the resources.

APPLICABLE RESTRICTIONS & REQUIREMENTS:
Any unauthorized use of Resources is prohibited and may violate copyright, trademark, patent, and other applicable laws or regulations and could result in criminal or civil penalties. All Resources are made available for use by you only to the extent

that such use complies with all Applicable Restrictions & Requirements. For these purposes, "**Applicable Restrictions & Requirements**" means any and all of the following: (i) the provisions of this Agreement; (ii) the Terms of Use associated with the Websites; (iii) any other CKH agreements or Products and Services that may be applicable to you; (iv) any written instructions or restrictions provided to you by CKH; and (v) any instructions or restrictions printed on or otherwise accompanying any copies of the Resources that are provided to you, or that appear on Websites that are associated with such Resources. To be clear, except to the extent expressly permitted in writing as part of the Applicable Restrictions & Requirements, your rights do not include rights to do any of the following (collectively, "**Prohibited Actions**"), all of which you are prohibited from doing without CKH's express prior written consent: (i) reproduce, modify, translate, aggregate, distribute, sell, commercially exploit, transmit, post, make derivatives of, or publicly disclose any of the Resources, or any portion thereof, in any way not expressly permitted in writing by CKH; (ii) remove, redact, or omit any and all copyright and other proprietary notices displayed on the Resources or on any permitted copies thereof; (iii) use of any data mining, robots or similar data gathering or extraction methods in connection with the Resources or the Websites; (iv) download (other than page caching) of any portion of the Resources or the Websites except to the extent expressly authorized during provision of the Products and Services; (v) reverse engineer or access the Resources or the Websites in order to develop or use any competitive website, content, app, product or service; (vi) use any of the Websites, Products or Resources other than for their intended purposes; (vii) resell any Resources or other Products delivered or otherwise acquired by you during the course of the Services or otherwise through the Websites; (viii) store, transport or use any Products or Resources in an unsafe or reckless manner or in any manner prohibited by law or regulation; or (ix) use any of the Resources in any manner not permitted by law or regulation. CKH may also impose additional reasonable limits on the scope of your access to and use of the Resources, including limits on time or number of materials accessed or machines used to access such Resources, in part to prevent unauthorized third-party access to or use of such Resources.

CONFIDENTIALITY:
This Agreement and its various terms (including the pricing, combination of services and solutions, and other terms of all associated Products and Services section) as well as metrics, observations and personal information about Client's participants that may be contained or reflected in Deliverables (collectively, "**Confidential Information**") shall be treated as confidential by Client and shall not be disclosed to any third parties throughout the Term of this Agreement and for five (5) years thereafter. However, notwithstanding the foregoing, Client may disclose such Confidential Information in compliance with judicial or other governmental orders or open records requests, provided that (i) Client shall give CKH at least ten business days advance written notice before so disclosing in response to such orders or requests, and (ii) Client shall reasonably cooperate with CKH to accommodate any requests from CKH to secure protective orders or to limit the scope of responses to the extent legally permissible.

Section 6: Disclaimers

Client accepts and must accept all of the Resources, Access, Products and Services, including any work products, results or deliverables produced thereby (collectively, "**Deliverables**"), "AS IS" and with all faults and errors. CKH HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THAT MIGHT RELATE TO THE RESOURCES, ACCESS, SERVICES OR ANY DELIVERABLES, EXCEPT FOR ANY SPECIFIC WARRANTIES THAT MAY BE EXPRESSLY PROVIDED IN THE TERMS OF THIS AGREEMENT, IF ANY. The entire risk as to the functionality, operation, and results is with the Client, and neither CKH nor any of its Consultants or other representatives assumes any risk or obligation in connection therewith. CKH hereby disclaims any and all liability, risk, obligation, or responsibility for decisions made or actions taken by Client after use of the Products, Resources, Access, Services, or any Deliverables. CKH shall in no way be responsible or liable for CLIENT'S use of (1) the Resources, Access, Products, Services, or Deliverables, (2) the information and data provided by third parties in order to use the Resources, Access, Products, Services or Deliverables; or (3) the information or results obtained through the Resources, Access, Products, Services or Deliverables. CKH does not guarantee or warrant any particular result or success as a result of the use of the Resources, Access, Products, Services, or Deliverables. Instead, the Resources, Access, Products, Services, and Deliverables should be considered tools to assist the Client, but they should not be treated as a singular solution.

In no event shall CKH or any of its Consultants or other representatives be liable for or responsible for any indirect, incidental, or consequential damages or injuries related to Client's or its representative's use of: (1) the Resources, Access, Products, Services or Deliverables; (2) the information and data provided by third parties in order to use the Resources, Access, Products, Services or Deliverables; or (3) the information or results obtained through the Resources, Access, Products, Services or Deliverables. The maximum possible liability of CKH shall not exceed the lesser of (a) the amount that the Client paid for the Resources, Access, Products, Services, or Deliverables that directly relate to the claim giving rise to such liability or (b) the full retail cost of those same Resources, Access, Products, Services or Deliverables.

No information shared by CKH verbally or in writing can be constituted to be professional advice, such as medical, legal, financial, psychological, business, or counseling advice. Diagnosing medical or psychological conditions cannot be done through a coaching process and should only be done by licensed professionals.

Section 7: Entirety & Interpretation

Once accepted, this Agreement together with the Terms of Use associated with our Websites represents the entire agreement, and supersedes any and all previous understandings, between you and CKH as pertains to our Products and Services and your Access to Resources. To be valid and enforceable, any amendment or modification to this Agreement, which may be in the form of a subsequent Products and Services Amendment that expressly invokes this Agreement, must be in a writing and signed by the respective authorized representatives to be bound thereby. This Agreement shall be construed, interpreted, and enforced exclusively under the laws and venue applicable in College Station, Brazos County, Texas. Section and paragraph headings have been included in this Agreement in hopes of facilitating ease of reference, but such headings shall not affect the interpretation of this Agreement. In the event of any inconsistency that cannot be reasonably resolved between this Agreement and an applicable Products and Services, the Products and Services section shall control for purposes of resolving the inconsistency, and a more recent Products and Services section shall control over inconsistent terms in Products and Services section(s). To the extent of any inconsistency that cannot be reasonably resolved between this Agreement and the Terms of Use associated with our Websites, this Agreement shall control throughout the Term, while the Terms of Use will control after the Term. You also agree that this Agreement will not be construed against CKH by virtue of having drafted it.

Section 8: Acceptance & Term

To indicate your acceptance of this Agreement without changes, the Client should have its authorized representative sign where indicated below and return the signed Agreement to Capturing Kids' Hearts via email to angie.shoffner@capturingkidshearts.org. Once returned, the date of your authorized representative's signature shall be treated as the effective start date of this Agreement. The enforceable term of this Agreement ("**Term**") shall extend until all services on the Products and Services section are from the Effective Date, unless sooner terminated, except that the Term shall be automatically extended through the last day of your Subscription Access, including any and all Renewal Terms for such Access.

Either party to this Agreement may terminate this Agreement at any point during the Term by providing ninety days' written notice to the other in the event that such other party materially breaches any provision of this Agreement, unless that other party cures such breach during those ninety days. All unpaid payment obligations and all rights and obligations under Intellectual Property of this Agreement shall survive any termination of this Agreement.

Section 9: Confirmation

On behalf of the Client, the undersigned individual hereby confirms that they have read and understand all the terms and conditions of this Agreement, and, as the contact person and authorized representative of the Client for all purposes of this

Agreement, will endeavor to see that all policies and related details are understood and completed by all Client involved parties in the planning of the Products and Services. The undersigned individual applies their signature to this Agreement on behalf of their respective party for the purposes of entering into a legally binding contractual relationship between CKH and Client.

If you have any questions or need additional assistance, please do not hesitate to contact us.

Anaheim Union High School District

By:

Printed Name: Dr. Jaron Fried
Client's Authorized Representative

Title: Assistant Superintendent, Ed. Division

Date: 3/8/23

Contact Information:
Capturing Kids' Hearts
Attn: Angie Shoffner
angie.shoffner@capturingkidshearts.org
1199 Haywood Drive
College Station, TX 77845
Phone: 800-316-4311
Fax: 877-941-4700

UNLIMITED YOU

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 NORTH CRESCENT WAY - ANAHEIM, CA - 92801
(714) 998-3526 Fax: (714) 635-5903
SPECIAL YOUTH SERVICES

EXHIBIT KK

AMENDMENT TO CONTRACT TO PROVIDE
INDEPENDENT PSYCHO-EDUCATIONAL AND TRANSITION ASSESSMENTS

This Amendment to Contract to Provide Independent Psycho-Educational and Transition Assessments (Amendment) is entered into by Dr. Veronica Olvera, Neuro-Educational Clinic (Dr. Olvera) and the Anaheim Union High School District (District). Dr. Olvera and the District are hereinafter collectively referred to as the Parties.

WHEREAS, the Parties entered into that certain Contract to Provide Independent Psycho-Educational and Transition Assessments (Agreement) approved on April 7, 2022; and

WHEREAS, as part of the Agreement, the evaluation was due by December 31, 2022; and

WHEREAS, Parent has requested to extend the timeline to obtain the evaluation, and the District has agreed to the request.

NOW, THEREFORE, in consideration of the covenants, agreements, and representations set forth herein, the Parties agree as follows:

1. The Parties agree to extend the deadline for completion of the evaluation in paragraph 2.a of the Agreement through June 30, 2023.

2. All other terms of the Agreement not altered hereby remain unchanged and in full force and effect.

By signing below, the Parties agree to the terms of this Amendment.

Dated: 2/16/2023

Dr. Veronica Olvera, Psy.D.
Dr. Veronica Olvera
Neuro-Educational Clinic

Dated: 3/8/23

Dr. Jaron Fried
Assistant Superintendent, Ed. Division
Anaheim Union High School District

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 7th day of March, 2023 between the Anaheim Union High School District ("District") and Edmentum, Inc. ("Contractor") (each a party, collectively, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. **Term**. The term for services pursuant to this Agreement is from July 1, 2023, through August 20, 2026.

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

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

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of One Hundred Twelve Thousand and Sixty Dollars and 25/100 ($112,060.25), payable as $40,115.25 for the Term noted in Section 3 and $35,972.50 per each 12-month period from August 21, 2024 through August 20, 2026 if extended, and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

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

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

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

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

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

10. **Insurance**.

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

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

the required occurrence limit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

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

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

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

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

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been

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

17. **Assignment/Subcontract**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. **Termination**. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

Anaheim Union High School District
Attn: Dr. Jaron Fried, Asst. Superintendent, Educational Services
Copy: Dr. Roxanna Hernandez, Coordinator
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3579
Email: Hernandez_r@auhsd.us

Edmentum, Inc.
Attn: Frank Jalufka,
Contract Administrator
5600 W. 83rd St., Suite 300 – 8200 Tower
Bloomington, MN 55437
800-447-5286
Email: orders@edmentum.com

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

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **Governing Law**. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

26. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

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

Anaheim Union High School District

Date: 3/8/23

By: _____

Print Name: Dr. Jaron Fried

Title: Asst. Superintendent, Ed. Services

Edmentum, Inc.

Date: 2/1/2023

By: _____

Print Name: Frank Jalufka

Title: Chief Financial Officer

EXHIBIT A

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

Contractor shall:

Edmentum, Inc.'s Courseware provides digital curriculum for first time credit for Alternative Education Independent Studies Schools. The digital Courseware curriculum will allow students to access UC-approved Core Courses, Electives, World Languages, Health and Physical Education for first time credit. This will allow for continuous and flexible learning where students can work on courses from home, school, or anywhere they have internet access. Teachers are able to manage and collect student work, provide access to real-time data, and provide students performance feedback.

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

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

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

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

CERTIFICATION BY CONTRACTOR

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

I, Frank Jalufka (Name of Individual), am the Chief Financial Officer (Title) of Edmentum, Inc., (Name of Contractor)

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

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.

2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of the following employees who will be performing services for the District:

   NOT APPLICABLE; CONTRACTOR'S EMPLOYEES WILL NOT HAVE CONTACT WITH STUDENTS

   _____ _____
   _____ _____
   _____ _____
   _____ _____

   If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at Bloomington, Minnesota on February 1, 2023.
Date

Signature

Frank Jalufka
Typed or Printed Name

Chief Financial Officer
Title

Edmentum, Inc.
Name of Contractor

5600 W 83rd St, Suite 300 – 8200 Tower
Bloomington, MN 55437
Address

800-447-5286
Telephone Number

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 7th day of March, 2023 between the Anaheim Union High School District ("District") and Edmentum, Inc. ("Contractor") (each a party, collectively, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. **Term**. The term for services pursuant to this Agreement is from August 21, 2023, through August 20, 2026.

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

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

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of Four Hundred Sixty-Four Thousand Two Hundred Fifty Dollars and No/100. ($464,250) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

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

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

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

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

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

10. **Insurance**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

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

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

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

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

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been

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

17. **Assignment/Subcontract**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. **Termination**. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

Anaheim Union High School District
Attn: Dr. Jaron Fried, Asst. Superintendent,
Educational Services
Copy: Dr. Roxanna Hernandez, Coordinator
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3579
Email: Hernandez_r@auhsd.us

Edmentum, Inc.
Attn: Frank Jalufka,
Contract Administrator
5600 W. 83rd St., Suite 300 – 8200 Tower
Bloomington, MN 55437
800-447-5286
Email: orders@edmentum.com

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

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **Governing Law**. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

26. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

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

Anaheim Union High School District

Date: 3/8/23

By: _____

Print Name: Dr. Jaron Fried

Title: Asst. Superintendent, Ed. Services

Edmentum, Inc.

Date: 2/1/2023

By: _____

Print Name: Frank Jalufka

Title: Chief Financial Officer

EXHIBIT A

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

Contractor shall:

Edmentum Inc.'s APEX provides the digital curriculum for credit recovery labs at each comprehensive high schools and Independent Learning Centers (ILCs). These services have been provided since 2010. The APEX curriculum allows students to access a broad range of UC-approved courses digitally, at any time of day. Students can work on courses from home, school, or anywhere they have internet access. Teachers are able to manage and collect student work, provide access to real-time data, and provide students performance feedback.

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

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

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

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

CERTIFICATION BY CONTRACTOR

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

I, Frank Jalufka (Name of Individual), am the Chief Financial Officer (Title) of Edmentum, Inc., (Name of Contractor)

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

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.

2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of the following employees who will be performing services for the District:

   NOT APPLICABLE; CONTRACTOR'S EMPLOYEES WILL NOT HAVE CONTACT WITH STUDENTS

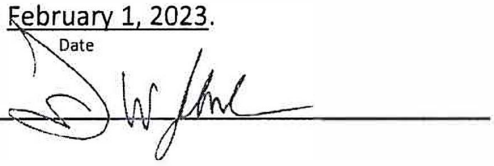
   _____ _____
   _____ _____
   _____ _____
   _____ _____

   If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at Bloomington, Minnesota on February 1, 2023.
Date



Signature

Frank Jalufka
Typed or Printed Name

Chief Financial Officer
Title

Edmentum, Inc.
Name of Contractor

5600 W 83rd St, Suite 300 – 8200 Tower
Bloomington, MN 55437
Address

800-447-5286
Telephone Number

edmentum™

Date: 01/18/2023
Order Number: Q-494371
Revision: 1
Order Form Expiration Date: 03/31/2023

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
Orders Under $25,000.00 may pay by Credit Card:
Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 113216
Customer Name: Anaheim Union High Sch Dist
Billing Address: 501 N Crescent Way
Anaheim, CA 92801-5499

Products and Services

Products	Qty	License Start Date	License End Date	License Term (Months)
Apex Learning Courses: Unlimited enrollment subscription for summer school	2000	06/12/2023	08/12/2023	2

Subtotal: $50,000.00

Subtotal:	$50,000.00
Estimated Tax:	$0.00
Total US Funds:	$50,000.00

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

Invoicing and Payment Terms

Payment Due Date	Amount
6/15/2023	USD 50,000.00
Total	USD 50,000.00

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at http://www.edmentum.com/standardterms and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

edmentum™

Date:	01/18/2023
Order Number:	Q-494371
Revision:	1
Order Form Expiration Date:	03/31/2023

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
Orders Under $25,000.00 may pay by Credit Card:
Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing.

I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Customer Signature

Name (Printed or Typed) Dr. Jaron Fried

Title Assistant Superintendent, Ed. Division

Date 3/8/23

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 7th day of March, 2023, between the Anaheim Union High School District ("District") and Real Inspiration, Inc. ("Contractor") (each a party, collectively, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. **Term**. The term for services pursuant to this Agreement is from April 12, 2023, through April 12, 2023.

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

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

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of Three Thousand Eight Hundred Dollars and no/100 ($3,800) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

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

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

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

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

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

10. **Insurance**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

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

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been

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

17. **Assignment/Subcontract**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. **Termination**. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Dr. Jaron Fried
Copy: Dr. Roxanna Hernandez
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3663
Email: Hernandez_r@auhsd.us

Contractor
Real Inspiration, Inc.
Keith Hawkins, CEO
811 Tyler Drive
Auburn, CA 95603
Phone: 530-885-5533
Email: keith@keithhawkins.com

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

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **Governing Law**. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

24. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

26. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

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

Anaheim Union High School District

Date: 3/8/23

By: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent Educational Services

Real Inspiration, Inc.

Date: 1-31-23

By: Lou Hawkins

Print Name: Lou Hawkins

Title: Secretary, Personal Agent and Business Administrator for Real Inspiration, Inc.

EXHIBIT A

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

Contractor shall: Keith Hawkins will present a one-hour assembly for 7th graders.

Assembly Description:

This powerful message is perfect for middle school students who often struggle with fitting in and having the confidence to stand up for themselves and for what they believe in. Like all of Keith's messages they are customized for your particular goals. Keith's goal is to empower students to not be normal to not go with the status quo, but to believe in themselves and what they can do to make changes in their lives as well as others.

Keith Hawkins Bio:

Keith Hawkins grew up in a tough part of Los Angeles where he faced tremendous challenges as a youth. With a struggling single parent mom, an abusive step father, a poor education, and a violent environment he was not expected to make it to adulthood. Keith took these challenges of life and turned them into opportunity not to just make it, but to serve people and bring them along with him. Keith helps people understand the greatness that is bottled up in them and the opportunities that life has to offer them. Keith attributes his success to leadership and education. Leadership was the launch pad for Keith and through leadership he found his voice. Education taught Keith how to unlearn bad habits that were created through his childhood and learn how to create good habits to take into his adulthood.

Keith Hawkins is now an international speaker that speaks and conducts programs to over 400,000 students, parents, educators, leaders, and businesses annually. Keith is a keynote speaker, a workshop presenter, a facilitator of activities, and a program director. Keith has co-author of Teen Power and GO MAD (Go out and Make a Difference), he is featured in a national communication book called between One and Many, he spoke at the United Nation Global Summit on the behalf of Americas youth, and he has a B.A. in Communication of Organization and a minor in Psychology.

Keith gains strength to serve and help people from his faith in God and the support and love from his family. Keith and his wife Lori share a special bond that has allowed Keith to help make a difference in the lives of people. Lori is Keith's personal agent and the business administrator for Real Inspiration Inc. Keith and Lori have three children and call Northern California their home. What makes Keith so special is his love for his family!

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

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

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

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

CERTIFICATION BY CONTRACTOR

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

I, **Keith Hawkins** (Name of Individual), am the **CEO** (Title) of **Real Inspiration, Inc.** (Name of Contractor),

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

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.

2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of the following employees who will be performing services for the District:

See Exhibit A.

If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at **Auburn**, California on **2-8-23**.
Date

Signature

Keith Hawkins
Typed or Printed Name

CEO
Title

Real Inspiration, Inc.
Name of Contractor

811 Tyler Drive Auburn, CA 95603
Address

530-885-5533
Telephone Number

ANAHEIM UNION HIGH SCHOOL DISTRICT

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement ("Agreement") is made as of the 7th day of March, 2023, between the Anaheim Union High School District ("District") and Royale Management Group LLC ("Contractor") (each a party, collectively, "Parties").

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

2. **Term**. The term for services pursuant to this Agreement is from March 15, 2023, through March 15, 2023.

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

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

4. **Compensation**. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee of One Thousand Seven Hundred Ninety-Four 00/100 Dollars ($1,794) and no other costs or expenses. Payment for the Services shall be made for all undisputed amounts in installment payments within forty-five (45) days after the District receives an invoice from Contractor for Services actually completed.

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

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

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

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

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

10. **Insurance**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.5 All policies shall be written on an occurrence form.

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

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

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

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

13. Safety and Security. Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

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

15. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

16. Fingerprinting of Employees. Is this Contractor interacting with students, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee? Yes ☐ No ☒ Pursuant to Education Code section 45125.1, any entity that has a contract with a local educational agency shall ensure that any employee who interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary by submitting employee fingerprints to the California Department of Justice. The Contractor shall not permit any employee to interact with District students until such time as the Contractor has certified in writing, using the District's approved criminal records certification form, that neither it nor any of its identified employees has been

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

17. **Assignment/Subcontract**. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor.

18. **Termination**. The District may at any time for any reason terminate this Agreement. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Contractor. The notice shall be deemed given when received or no later than three days after the day of mailing, whichever is sooner.

19. **Limitation of District Liability**. The District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed in connection with this Agreement.

20. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all District information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

District
Anaheim Union High School District
Attn: Dr. Jaron Fried
Copy: Dr. Roxanna Hernandez
501 N. Crescent Way
Anaheim, CA 92801
Phone: 714-999-3579
Email: Hernandez_R@auhsd.us

Contractor
Royale Management Group LLC
Attn: Martin A. Ponce
24551 Del Prado #996
Dana Point, CA 92629
Phone: 888-818-8388
Email: gogreenbmxshow@gmail.com

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

22. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

23. **Governing Law**. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Orange County, California.

24. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

26. Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument. For purposes hereof, a facsimile or emailed copy of this Agreement, including the signature pages hereto, shall be deemed an original, and each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of any signature being a facsimile or electronic copy.

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

Anaheim Union High School District	**[Name of Contractor]**
Date: 3/8/23	Date: 1/27/2023
By: _____	By: _____
Print Name: Dr. Jaron Fried	Print Name: Martin A Ponce
Title: Assistant Superintendent Educational Services	Title: Principal/Managing Partner

EXHIBIT A

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

Contractor shall: Provide a 40 min Big Air BMX show with uplifting, positive, motivational youth message. Our message focus is to promote a healthy lifestyle, anti-bullying, drug free, live your dreams, respect others, be motivated and stay in school (never quit). Our program is delivered to the students by professional BMX athletes delivering high performance skills and world-class entertainment.

Our program started in 1996 in San Diego, CA. We now serve the largest school districts in the country providing assemblies in 18 states spanning from the East Coast to the West Coast performing more than 10,000 shows nation wide.

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

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

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

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

CERTIFICATION BY CONTRACTOR

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

I, Martin A Ponce (Name of Individual), am the Managing Partner (Title) of Royale Management Group LLC (Name of Contractor),

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

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.

2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.

3. I have obtained and reviewed the valid Criminal Records Summary of the following employees who will be performing services for the District:

Dean Mitch McKelvey	
Dallas Weimers	

If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.

4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at Dana Point, California on 1/27/2023.
Date

Martin A Ponce
Signature

Martin A Ponce
Typed or Printed Name

Principal/Managing Partner
Title

Royale Management Group LLC
Name of Contractor

24551 Del Prado #996, Dana Point, CA 92629
Address

888-818-8388
Telephone Number

Instructional Materials Submitted for Adoption
Tuesday, March 7, 2023
February 17, 2023- March 7, 2023

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
English Language Arts	Suppl.	English 7P (EN701)	7	*Breaking Through*	Clarion Books

Instructional Materials Submitted for Display
Tuesday, March 7, 2023
March 8, 2023-April 13, 2023

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Ethnic Studies/World Languages	Suppl.	Spanish for Spanish Speakers 3: Chicanx Culture and Identity (WL9390)	9-12	*Como Agua Para Chocolate*	Vintage Español
English	Suppl.	English 3, English 4 (EN300), (EN400)	11-12	*Fences*	Plume

EXHIBIT SS

SCHEDULE A

STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Regular School Year 2022-2023

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
2223 - 296	12/04/2008	8	03/07/2023	Olive Crest Academy	$50,000

SCHEDULE A

STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Residential School Year 2022-2023

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	RESIDENTIAL SCHOOL	TOTAL CONTRACT COST*
2223 – 289	09/05/2009	7	03/07/2023	Logan Ridge Academy	$200,000

SCHEDULE A

STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Extended School Year 2022-2023

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
2223 – 129	2/24/2000	14	03/07/2023	SPEECH AND LANGUAGE DC	$10,000
2223 - 148	7/17/2000	14	03/07/2023	SPEECH AND LANGUAGE DC	$15,000

EXHIBIT TT

Field Trip Report

Board of Trustees March 7, 2023

1. Cypress High School: Varsity Softball (20 female students)
   Adviser/Lead Chaperone: Kevin Dull (male)
   Chaperone: Terry Thompson (male), Sandra Armstrong (female), Kristen Baker (female), and Dana Ursich (female)

   To: Mojave High School, Bullhead City, AZ
   Dates: March 9, 2023 to March 11, 2023
   Purpose: Softball Tournament
   Expenses: ASB/Club Fundraisers- registration, substitutes
   Parent/Student- meals, transportation, accommodations

   Number of school days missed for this trip: 2
   Number of school days missed previously: 0
   Total number of days missed by this group: 2

2. Cypress High School: Every 15 Minutes (26 students- 10 male, 16 female)
   Adviser/Lead Chaperone: Dave Lewis (male)
   Chaperones: Jeffrey Russell (male), Heather Dillard (female), Mary Binford (female), and Carrie Vaughn (female)

   To: Courtyard by Marriott, Cypress, CA
   Dates: April 18, 2023 to April 19, 2023
   Purpose: Participate in the Every 15-minute program
   Expenses: Site Funds- meals, transportation, accommodations, substitutes

   Number of school days missed for this trip: 2
   Number of school days missed previously: 0
   Total number of days missed by this group: 2

3. Cypress High School: Future Business Leaders of America (FBLA) (12 students- 6 male, 6 female)
   Adviser/Lead Chaperone: Don King (male)
   Chaperone: Sharon King (female)

   To: Sacramento, CA
   Dates: April 27, 2023 to April 30, 2023
   Purpose: Participate in the FBLA State Leadership Development Conference
   Expenses: ASB/Club Fundraisers- registration, transportation, accommodations, substitutes
   Parent/Student- meals

   Number of school days missed for this trip: 2
   Number of school days missed previously: 0
   Total number of days missed by this group: 2

4. Katella High School: JROTC (26 students- 12 male, 14 female)
   Adviser/Lead Chaperone: Mino WongWui (male)
   Chaperones: Jeff Tolliver (male), Charlene Montgomery (female) and Emily Farr (female)

   To: Irvine Ranch Outdoor Education Center, Orange, CA
   Dates: April 28, 2023 to April 30, 2023
   Purpose: Participate in the annual JROTC Cadet Leadership Challenge
   Expenses: Outside Source- registration, meals, transportation, accommodations

   Number of school days missed for this trip: 0
   Number of school days missed previously: 0
   Total number of days missed by this group: 0

5. Kennedy High School: JROTC (24 students- 16 male, 8 female)
   Adviser/Lead Chaperone: Erik McCall (male)
   Chaperones: Erik Haaf (male), Christine Castro (female) and Sara Henry (female)

   To: Irvine Ranch Outdoor Education Center, Orange, CA
   Dates: April 28, 2023 to April 30, 2023
   Purpose: Participate in the annual JROTC Cadet Leadership Challenge
   Expenses: Outside Funding- registration, meals, transportation, accommodations

   Number of school days missed for this trip: 0
   Number of school days missed previously: 0
   Total number of days missed by this group: 0

6. Kennedy High School: Future Business Leaders of America (FBLA) (1 female student)
   Adviser/Lead Chaperone: Michael Beau Gasinski (male)
   Chaperone: Cathy Fong (female)

   To: Sacramento, CA
   Dates: April 27, 2023 to April 30, 2023
   Purpose: Participate in the FBLA State Leadership Development Conference
   Expenses: ASB/Club Fundraisers- registration, transportation, accommodations, substitutes
   Parent/Student- meals

   Number of school days missed for this trip: 1
   Number of school days missed previously: 0
   Total number of days missed by this group: 1

7. Loara High School: PUENTE (43 students-11 male, 32 female)
   Adviser/Lead Chaperone: Esther Noh (female)
   Chaperones: Margaret Tagler (female), Nasreen Sarvi (female), Carolina Flores (female), Rodolfo Acevedo (male), and Jesus Eugenio (male)

   To: Northern California Universities
   Dates: April 13, 2023 to April 15, 2023
   Purpose: College visits
   Expenses: Parent/Student- meals, accommodations
   Site Funds- transportation
   Outside Funds- transportation, accommodations, substitutes

   Number of school days missed for this trip: 2
   Number of school days missed previously: 2
   Total number of days missed by this group: 4

8. Oxford Academy: Robotics (24 students-16 male, 8 female)
   Adviser/Lead Chaperone: Francisco Alonso (male)
   Chaperones: Brandon Nguyen (male), Alejandro Peralta (male), and Laree Alonso (female)

   To: Houston, TX
   Dates: April 18, 2023 to April 23, 2023
   Purpose: To compete in the 2023 FIRST Championship presented by BAE Systems
   Expenses: Booster Club- registration
   Parent/Student- meals, transportation, accommodations
   Site Funds- substitutes

   Number of school days missed for this trip: 4
   Number of school days missed previously: 1
   Total number of days missed by this group: 5

Second Amendment to School Psychology Supervised Unpaid Practicum / Internship Fieldwork Agreement

This Second Amendment to **School Psychology Supervised Unpaid Practicum / Internship Fieldwork Agreement** (this "**Second Amendment**") is made and entered into on February 24, 2023 ("**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 September 27, 2019 (the "**Agreement**").

The Parties amend the Agreement as follows:

1. The following is added at the end of paragraph (a) under the "SPECIAL PROVISIONS – RATES and PAYMENTS" section of Appendix A:

"For the 2022-23 academic year only, the stipend amount shall be $20,000."

2. The attached Appendix A-2 (Specific Licensed Professional Clinical Counseling / Agency Fieldwork and Supervision Requirements) is hereby added to the Agreement and incorporated into the Agreement by reference.

GENERAL PROVISIONS

All other terms and conditions of the Agreement, as amended, shall remain unchanged, and except as expressly modified by this Second Amendment, shall remain in full force and effect. This Second 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 Second Amendment via fax or electronic mail transmission. A true and correct copy of this Second 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 Second Amendment to be executed by their duly authorized representatives as of the Effective Date.

Chapman University	**Anaheim Union High School District**
By: _____	By: _____
Name: Harold W. Hewitt, Jr.	Name: Brad Jackson_____
Its: EVP & Chief Operating Officer	Its: Assistant Superintendent, HR
Date: _____	Date: _____

Appendix A-2
Specific Licensed Professional Clinical Counseling/ Agency Fieldwork and Supervision Requirements

Agreement Type. Please select:

- Unpaid: The student will not receive payment of any type during their fieldwork experience.
- Paid: The student will receive a payment by the Facility via stipend, hourly or salary during their fieldwork experience.

Counseling Agency Fieldwork:

A. The FIELDWORK SITE shall ensure that the clinical counselor trainee receives an average of at least one hour of individual supervision or two hours of group supervision for every five hours of direct counseling completed in each setting. For purposes of this subdivision, "one hour of direct supervisor contact" means one hour of face-to-face contact on an individual basis or two hours of face-to-face contact in a group of not more than eight persons in segments lasting no less than one continuous hour.

B. The FIELDWORK SITE shall ensure clinical counselor trainees must be supervised on-site by a person with sufficient experience in counseling/clinical work (school psychologist, school counselor, social worker, therapist, etc.) who can provide weekly supervision and support on site. The on-site supervisor must be approved by Chapman University faculty prior to collecting supervision hours. We require LPCC sites to provide supervision from an experienced site supervisor with at least two years of experience in mental health counseling.

C. The FIELDWORK SITE to provide concurrent supervision for no more than two students.

D. Provide opportunities for students to gain a comprehensive range of experiences, including supervised experience counseling individuals, families, or groups in a setting that provides a range of professional counseling experience. Experiences should include:

    a. Application of therapeutic techniques
    b. Assessment
    c. Diagnosis
    d. Prognosis
    e. Treatment
    f. Issues of development
    g. Adjustment and maladjustment
    h. Health and wellness promotion
    i. Other recognized counseling interventions.

E. 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.

F. The FIELDWORK SITE shall ensure that the student will be treated by the agency as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials.

G. Audio and/or video taping of selected counseling 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.

H. The FIELDWORK SITE will ensure that the student will be expected to adhere to all health/COVID protocols of the FIELDWORK SITE as deemed necessary.

1. Resignations/Retirements, effective as noted:

Bowhay, Jennifer	Retirement	1/23/23
Olson, Mitchell	Retirement	5/26/23
Turshman, Linda	Retirement	2/23/23

2. Employment:

A. Teacher(s)/Temporary:

		Column	Step
Mojica, Araceli	2/9/23	3	1

B. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Alvarez-Bautista, Ariel	2/21/23
Bausa, Adriana	1/27/23
Ellis, Sierra	2/9/23
Gibbons, Jonnette	2/14/23
Manliguis, Hailey	2/8/23
Miranda, Noelia	1/9/23
Ricker, Madison	2/6/23
Shikina, Kayla	2/24/23
Singh, Shamine	2/23/23
Terrones, Vladimir	2/6/23
Zarate, Marcia	2/17/23

C. Day-to-Day Substitute Counselor(s), effective as noted:

Siordia, Kristopher	2/14/23

3. Extra Service Compensation:

A. Induction Mentor Stipend, to be paid to the following individual to coach participating teachers for the 2022-23 school year, to be paid monthly in the amount of $2,415 per participating teacher, effective August 8, 2022. All mentors will coach one teacher unless otherwise noted. (PD Funds)

Olson, Tracy (3)

B. Additional Course Preparation Stipend, to be paid to the following individual(s), for each additional course preparation assigned, effective as noted: (Site Funds)

Bolainez, Luz	8/8/22	2 additional course prep

4. Change of contract for the following personnel who have completed the additional units and/or years of experience to advance on the salary schedule, effective as noted:

	From	To	Effective
Hordyk, Mark	3 7	4 7	8/9/23
Nayar, Ani	3 1	3 3	2/6/23
Perez, Diana	3 4	4 4	8/9/23

5. Education Code/California Regulation Authorization:

Approval to Teach Other Subject Areas, for the following teachers to teach out of their majors as authorized under their Standard Secondary, Single Subject, or Multiple Subject teaching credential based on the following Education Codes. The required units of coursework in the specific subject area have been met.

Education Code 44258.3

For academic assignments, holders of Credential other than emergency permits may be assigned to teach academic departmentalized classes in K-12 provided:

1. Local board/Assignment Committee to verify adequacy of subject knowledge.
2. Bargaining unit is notified of each assignment
3. Assignment is limited to district/school site verifying adequacy

Name	**Subject**	**School Site**
Alvarado, Brianna	Biological Science	South
Ayala, Carlos	Art	Katella
Aza, Vincent	Health	Lexington
Clement, Jeffrey	Mathematics	Katella
Cordon Perez, Kimberly	Spanish	Lexington
Garabedian, Phil	Living Earth	Savanna
Garcia Llanos, Rafael	Physics/Univ	Loara
Gray, Matthew	Art	Loara
Gray, Matthew	Health	Loara
Hutchins, Kelly	Health	Walker
Luna, Gerasimo	English 7	Ball
Palmer, Donald	Adaptive PE	Anaheim
Peng, Margaret	Mathematics	Loara
Tanara, Lily	Mathematics	Cypress
Van Vooren, Melissa	Art	Walker
Walsh, Leone	Mathematics	Katella
Zelaya, Kevin	Physics	Western

Education Code 44258.7 (c) & (d)

For electives and special assignments, teacher having a special skill or preparation outside of credential authorization may, with consent, be assigned to teach an elective course in the area of special skill. Assignment requires prior approval by a committee established by Board and Superintendent action

Name	Subject	School Site
Alvarez, Jose	Physical Education Elective - Interscholastic Athletics; PE 1	Kennedy
Ayala, Carlos	Physical Education Elective - Interscholastic Athletics	Katella
Bidwell, Matthew	STEM Robotics	South
Borad, Matthew	CTE/ Computer Science; Video Game	Cypress
Brazil, Frank	PE -1	Katella
Brown, Leo	Intro Comp Sci, Careern/Fin/Tech	Western
Calderon, Courtney	PE - 2 Mrchg Band	Katella
Calderon, Martin	Journalism	Anaheim
Chau, Michelle	Food Science	South
Chylinski, Paul	Yearbook Design	Loara
Cuevas, Silvia	CE746 Exp Biotech-R	Sycamore
Cummings, Rosezetta	STEM Robotics	Lexington
Davis, Michael	PE 1, 2,	Savanna
Day, Richard	CE 703 Exp Digital Animation	Lexington
Dominguez, Scott	PE 2- Marching Band; Concert & Symphonic Band	Loara
Dull, Kevin	PE 2 - Athletics	Cypress
Feldman, Richard	PE - 2, Athletics; PE Elective	Cypress
Flores, Micah	Graphic Comm & Adv Graphic Com	Loara
Fong, Catherine	Broadcast Media	Oxford
Garcia Llanos, Rafael	MESA	Loara
Garcia, Juanis	PE 2-Athletes, Basketball	Western
Gastelum, Daniel	PE JROTC Drill	Western
Glorioso, Salvatore	Physical Education Elective - Interscholastic Athletics	Katella
Goossens, Kristen	Physical Education Elective - Interscholastic Athletics	Katella
Guerrero, Heather	Student Government	
Gutierrez, Joby	CE703 Exp Digit Ani	Sycamore
Gutierrez, Joby	CE876 Public Safety Acad; Inter Animation	Sycamore
Hale, Deborah	Career/Fin/tech	Oxford
Hall, Susan	PE 1 - Mrchg Band	Kennedy
Haller, Jared	CE 720 Wood Mfg 1	Lexington
Harlan, Dylan	PE 1, Mrchg Band, Concert and Symphonic Band	Katella
Harlan, Dylan	Color guard	Katella
Hodgson, Stephanie	Exploratory Career Technical Education	Lexington
Holton, Kerri	PE- Athletes Cross Country, Track & Field	Loara

Hoos, Shannon	Essntls of Tech	Ball
Jankowski, David	Physical Education Elective - Interscholastic Athletics & Weight Training and Fitness	Kennedy
Jankowski, David	PE 2	Kennedy
King, Sharon	PA Conservtry 1,2,3	Anaheim
Le, Alison	Forensic Science	South
Letourneau, Thomas	CE Business Tech - Exploratory Career Technical Education	Walker
Licata, James	CE Exp Entrepreneurship	Lexington
Link, Thomas	PE 1, PE 2, Mrchg Band	Kennedy
Luethke, Donald	PE-1 Athletes, Water polo, Baseball	Western
Massey, Heather	PE 1,2,3 – Band	Walker
Mc Bride, Shawn	TV Studio Prod, STEM Explor, MESA Explor	Sycamore
Mc Querrey, Christopher	Adv Robotics, STEM Robotics	Sycamore
McCall, Erik	JROTC Drill PE 1 & PE 2	Kennedy
Metry, Susan	PE Elective - Interscholastic Athletics; Golf	Cypress
Mikesell, David	Physical Education Elective - Athletics	Katella
Miranda, Sussanne	Yearbook	Dale
Mundi, Frank	Business Tech, Yearbook, Digital Multimedia	Ball
Palczawski, Steven	TV Studio Prod	Walker
Parson, Joshua	PE 1, PE 2, Mrchg Band	Kennedy
Paul, Joseph	PE I, PE Elective - Interscholastic Athletics, Tennis	Cypress
Pearce, Jerry	PE JROTC Drill	Western
Phelps, Taylor	Yearbook	Katella
Pittington, Tonya	PE 1 - Athletics	Katella
Quan, Alexander	STEM Explor	Walker
Quirion, James	PE I- Mrchg Band	Cypress
Rundblade, Rodney	JROTC Drill PE 1 & PE 2	Loara
Saldana, Reihle	PE I, PE Elective - Interscholastic Athletics, Water polo, Swim	Cypress
Slevcove, Mark	PE Elective - Interscholastic Athletics	Cypress
Takehara, Shinichi	STEM Explor	Walker
Thoma Lundberg, Jon	PE Elective, PE I, PE II, Athletics	Cypress
Tolliver, Jeffrey	JROTC Drill PE 1 & PE 2	Katella
Tran, Alan	JROTC Drill PE 1 & PE 2	Kennedy
Truby, Richard	PE JROTC Drill	Anaheim
Warner, Travis	PE 2, Physical Education Elective - Athletics	Kennedy
Weber, John	PE Elective, PE I, Athletics	Cypress
Weir, Tiffany	Theory/ Knwlg	Kennedy
Wilson, James	PE 1 - Mrchg Band	Loara
Wongwui, Mino	JROTC Drill PE 1 & PE 2	Katella

Education Code 44258.7 (b)

A person who holds a teaching credential in a subject or subjects other than physical education may be authorized by action of the local governing board to coach one period per day in a competitive sport for which pupils receive physical education credit, provided that the credentialholder is a full-time employee of the school district and has completed a minimum of 20 hours of first aid instruction appropriate for the specific sport.

Name	Subject	School Site
Aihara, Joseph	PE 1-Athletes, Basketball	Western
Davis, Michael	Athletics	Savanna
Garcia, Luis	PE -2 Athletics	Katella
Gordon, Richard	Band 1,3	Sycamore
Iniguez, Luis	Soccer	Anaheim
Leanza, Daniel	PE -2 Athletics	Katella
Lopez-Romero, Samuel	Soccer	Anaheim
Massey, Heather	Band 1,2,3	Walker
Preciado, Bruno	Cross Country, Track & Field	Anaheim
Rodriguez, Alfonso	Basketball, Water polo, Wrestling	Anaheim
Rolph, Neil	Athletics (Basketball, Softball, Volleyball, Baseball)	Loara
Smith, Kevin	Athletics (Basketball, Golf, Tennis, Water polo)	Loara
Tagler, Craig	Golf	Western

California Regulation Title 5 §80005(b)

For elective subjects where no credential exists that authorizes the curriculum, a credentialed teacher whose knowledge and training best fulfills the needs of the students may teach, with their consent, in such assignment. Title 5 §80005(b) allows an employing agency to select an individual who holds a credential based on a bachelor's degree and a teacher preparation program including student teaching and approved subject area knowledge and training. An individual who holds an emergency permit, teaching permit, internship, or waiver may not serve in this type of assignment.

Name	Subject	School Site
Baine, Brooke	Stu Government	Ball
Balmages, Carolyn	AVID	South
Barrera, Miguel	AVID	Anaheim
Binford, Sarah	ASB Leadership	Cypress
Casto, Carole	ASB Leadership	Western
Chang, Dolly	Student Government	Walker
Chylinski, Paul	ASB Leadership	Loara
Cordova, Nicholas	AVID	Sycamore
Daddario, Sara	ASB Leadership	Kennedy

Davidson, Daniel	Life Management	Western
Davis, Valencia	AVID	Loara
Erickson, Brian	APEX	Katella
Flores, Monique	Link Crew Lead	Western
Garrett, Megan	APEX	Anaheim
Gascon Jewell, Jennifer	Bscs Mindul 1	South
Gomez-Ramos, Leslie	Multicultural Awareness, Conflict Resolution	South
Graham, Melissa	AVID	Katella
Green, Elizabeth	AVID	Sycamore
Guerrero, Heather	AVID	Sycamore
Hughes, Scott	APEX	Western
Jackson, Norma	Life Skills	Cypress
Jurado, Nicole	AVID	Anaheim
Kanaly, Krisdee	Link Crew Lead	Western
Kanaly, Krisdee	AVID	Western
Martin, Richard	AVID	Loara
Olson, Lisa	Bscs Mindul 1	South
Pina, Jaasmin	AVID	Katella
Rahill, Jennifer	AVID	Katella
Rambaud, Aimee	APEX	Katella
Rippon, Matthew	AVID	Anaheim
Rittel, Tori	AVID	Western
Schreiner, Gabrielle	Student Government	South
Schwartz, Andra	AVID	Walker
Valeriano, Arthur	AVID	Ball
Van Vooren, Melissa	Student Government	Walker
Wilmoth, Scott	ASB Leadership	Katella

6. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

Cheng, Sandra	2/24/23	O'toole, Kevin	2/7/23
Delgadillo, Dennis	2/10/23	Penilla, Evelyn	2/14/23
Hidalgo, Kristoffer	1/31/23	Rebolledo, Clarisa	2/14/23
Moraza, Armando	2/8/23	Sandel, Janel	2/21/23
Nunez, Kayla	2/3/23	Solis, Faduma	2/8/23
Oates, Scott	2/16/23	Solis, Yvette	2/21/23
Orta, Ruben	2/6/23	Villanueva, Daniela	2/21/23

7. Extra Service Assignments, employment effective as noted:

Classified:

	Salary	Term	Effective
Cypress			
Griffiths, Alexandra Volleyball	$4,418	Season	2/5/23
Potter, Garrett Swimming, Asst./Lower Level	$3,595	Season	2/5/23
Rose, Morgan Track, Asst./Lower Level	$3,595	Season	2/5/23
Tuaniga, Gustiano Volleyball, Asst./Lower Level	$3,595	Season	2/5/23
Dale			
Hormuth, Lisa Cross Country	$1,368.50	3rd Quarter	1/9/23
Katella			
Aguilar, Nancy Color Guard	$3,236	2nd Semester	1/9/23
Vazquez, Isaac Band, Jazz	$912	2nd Semester	1/9/23
Vazquez, Isaac Band, Assistant Director	$1,889.50	2nd Semester	1/9/23
Loara			
Aguirre, Lori Band, Assistant	$1,889.50	2nd Semester	1/9/23
Burns, Richard Golf	$3,595	Season	2/5/23
Cendejas, Arthur Photography	$1,675.50	2nd Semester	1/9/23
Gonzalez, Paola Link Crew	$1,889.50	2nd Semester	1/9/23
Granillo, Sarah Cheer	$1,619.50	2nd Semester	1/9/23
Keilty, Katherine Vocal	$2,209	2nd Semester	1/9/23
Robinson, Cory Color Guard	$3,236	2nd Semester	1/9/23

Shears, Carol Drama	$2,209	2nd Semester	1/9/23
Orangeview			
Key, Martha Accompanist	$744	2nd Semester	1/9/23
Puente, Lidia Journalism	$744	2nd Semester	1/9/23
Oxford			
Douthat, Randall Tennis, Assistant	$3,595	Season	2/5/23
Savanna			
Coss, Jorge Basketball, Asst./Lower Level* *REVISED	$3,983*	Season	2/5/23*
De Luna, Ignacio Tennis, Asst./Lower Level	$3,595	Season	2/5/23
Garcia, Oscar Track, Asst./Lower Level	$3,595	Season	2/5/23
Miller, Brian Tennis, Asst./Lower Level	$3,595	Season	2/5/23
White, Courtney Softball, Asst./Lower Level	$3,595	Season	2/5/23
Walker			
Hutchins, Kelly Soccer	$2,186	3rd Quarter	1/30/23
Western			
Caswell, Alison Volleyball, Asst./Lower Level	$3,595	Season	2/5/23

Human Resources Division, Classified Personnel

1. **Retirements/Resignations/Terminations, effective as noted:**

	Location:	**Effective**
Brown, Emmanuel Campus Safety Aide	Katella High School	02/23/2023
Cochran, Briana Instructional Assistant – Specialized Academic Instruction	Magnolia High School	02/10/2023
Corrales, Cristalle Licensed Vocational Nurse	Sycamore Jr. High School	02/17/2023
Jones, Terry Athletic Facilities Worker II	Oxford Academy	02/03/2023
Riggin, Jennifer Sr. Administrative Assistant – Program Support	Food Services Department	04/21/2023

2. **Employment, effective as noted:**

	Range/Step:	**Effective:**
Permanent Employees:		
Aguilar, Maryorit ASB Accounting Technician	55/01	02/15/2023
Bautista, Rocio Instructional Assistant – Adult Transition	51/02	02/06/2023
Bravo, Jordy Instructional Assistant – Behavioral Support	51/04	02/21/2023
Canero, Katherine Instructional Assistant – Behavioral Support	51/01	02/16/2023
Choi, Yoonhee School Community Liaison	47/01	02/15/2023
Cordova-Redford, Le Anne Instructional Assistant – Specialized Academic Instruction	43/01	02/06/2023
Elias, Elise Instructional Assistant – Specialized Academic Instruction	43/01	02/06/2023
Fangmeyer, Jolane Food Services Assistant I	41/01	02/14/2023

Lopez, Ashlee Instructional Assistant – Specialized Academic Instruction	43/01	02/06/2023
Mejia, Brenda Secretary – Attendance	51/03	02/06/2023
Morales, Fabiola Instructional Assistant – Specialized Academic Instruction	43/01	02/21/2023
Navarro, Edward Instructional Assistant – Behavioral Support	51/01	02/23/2023
Pierson, Judith Instructional Assistant – Behavioral Support	51/01	02/21/2023
Ramirez, Karla Secretary – Attendance (Bilingual)	53/01	02/21/2023
Rodriguez, Maritza Child Welfare & Attendance Liaison	51/04	02/14/2023
Sanchez Jojola, Alyssa Instructional Assistant – Specialized Academic Instruction	43/01	02/14/2023
Santos, Eduardo Campus Safety Aide	41/03	02/06/2023
Stewart, Michelle Instructional Assistant – Specialized Academic Instruction	43/01	02/06/2023
Walters, Cambrieah Instructional Assistant – Behavioral Support	51/01	03/01/2023

Promotions:

Guyer, Kathleen Payroll Technician	57/10	02/21/2023
Paniagua, Edgar Athletic Facilities Worker II	52/07	02/14/2023
Vazquez, Stephanie Business Technician	57/01	02/02/2023

Substitute Employees:

Ali, Jawad Substitute Technology Services Technician	57/01	02/07/2023

Arellano, Jonathan Substitute Instructional Assistant – Adult Transition	51/01	02/22/2023
Arellano, Jonathan Substitute Instructional Assistant – Behavioral Support	51/01	02/22/2023
Arellano, Jonathan Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	02/22/2023
Arellano, Jonathan Substitute Instructional Assistant – Specialized Academic Instruction	43/01	02/22/2023
Cardenas, Emmanuel Substitute Custodian	48/01	02/16/2023
Cruz, Michael Substitute Custodian	48/01	02/23/2023
Garibay, Julio Substitute Custodian	48/01	02/21/2023
Gutierrez Velasquez, Oscar Substitute Custodian	48/01	02/17/2023
Ibarra, Omar Substitute Custodian	48/01	02/23/2023
Janec, Rosabell Substitute Instructional Assistant – Adult Transition	51/01	02/07/2023
Janec, Rosabell Substitute Instructional Assistant – Behavioral Support	51/01	02/07/2023
Janec, Rosabell Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	02/07/2023
Janec, Rosabell Substitute Instructional Assistant – Specialized Academic Instruction	43/01	02/07/2023
Jimenez, Johnny Substitute Custodian	48/01	02/21/2023
Ledesma, Leslie Adult Transition	51/01	02/24/2023

Ledesma, Leslie Substitute Instructional Assistant – Behavioral Support	51/01	02/24/2023
Ledesma, Leslie Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	02/24/2023
Ledesma, Leslie Substitute Instructional Assistant – Specialized Academic Instruction	43/01	02/24/2023
Ly, Lien Adult Transition	51/01	02/24/2023
Ly, Lien Substitute Instructional Assistant – Behavioral Support	51/01	02/24/2023
Ly, Lien Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	02/24/2023
Ly, Lien Substitute Instructional Assistant – Specialized Academic Instruction	43/01	02/24/2023
Morales Torres, Felix Substitute Custodian	48/01	02/16/2023
Noory, Mohammad Adult Transition	51/01	02/06/2023
Noory, Mohammad Substitute Instructional Assistant – Behavioral Support	51/01	02/06/2023
Noory, Mohammad Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	02/06/2023
Noory, Mohammad Substitute Instructional Assistant – Specialized Academic Instruction	51/01	02/06/2023
Ortiz, Michelle Substitute Office Assistant	43/01	02/24/2023
Ortiz, Michelle Substitute Office Assistant - Bilingual	47/01	02/24/2023

Ortiz, Michelle Substitute Secretary	51/01	02/24/2023
Ortiz, Michelle Substitute Secretary - Bilingual	53/01	02/24/2023
Pastelin, Victoria AVID Tutor	$16.00/Hr.	02/09/2023
Pelt, Derak Substitute Custodian	48/01	02/02/2023
Razo, Noemy Substitute Office Assistant	43/01	02/24/2023
Razo, Noemy Substitute Office Assistant	43/01	02/24/2023
Roa, Susana Substitute Instructional Assistant – Specialized Academic Instruction	43/02	02/06/2023
Rodriguez, Ruth Adult Transition	51/01	02/22/2023
Rodriguez, Ruth Substitute Instructional Assistant – Behavioral Support	51/01	02/22/2023
Rodriguez, Ruth Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	02/22/2023
Segura, Ronnie Jr. Substitute Custodian	48/01	02/17/2023
Urzua, Lorena Substitute Custodian	48/01	02/02/2023
Varquez, Pauline Adult Transition	51/01	02/08/2023
Varquez, Pauline Substitute Instructional Assistant – Behavioral Support	51/01	02/08/2023
Varquez, Pauline Substitute Instructional Assistant – Medically Fragile/Orthopedically Impaired	51/01	02/08/2023

Varquez, Pauline Substitute Instructional Assistant – Specialized Academic Instruction	43/01	02/08/2023
Vasquez, Phillip Substitute Custodian	48/01	02/22/2023

3. **Workability, current minimum wage or stipend of $256 effective as noted:**
(Workability Grant Funds)

	Effective
Cantu, Albert	02/27/2023
Gomez, David	02/16/2023
Jimenez, Paola	02/06/2023

4. **Food Service Student Workers**

	Effective
Gatonye, Samuel	02/23/2023
Miller, Allysa	02/23/2023
Miller, Danny	02/07/2023
Vargas, Brenda	02/23/2023

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Minutes
Thursday, February 16, 2023

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President O'Neal called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 3:15 p.m.

Present: Brian O'Neal, president; Annemarie Randle-Trejo, clerk; Katherine H. Smith, assistant clerk; Anna L. Piercy, and Jessica Guerrero, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Nancy Nien, Ph.D., assistant superintendents; Robert Saldivar, executive director, and Karl H. Widell, District counsel.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Exhibit I, replace page 1.
- Exhibit N, replace page 3.
- Exhibit BB, replace pages 1 and 2.

On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 3:16 p.m.

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

5.1 ***Reconvene Meeting***

The Board of Trustees reconvened into open session at 6:00 p.m.

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

Student Representative to the Board of Trustees Omkar Katre led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

5.3 ***Closed Session Report***

Board Clerk Randle-Trejo reported the following actions taken during closed session.

5.3.1 No reportable action taken regarding public employee performance evaluation, superintendent.

5.3.2 No reportable action taken regarding anticipated litigation.

5.3.3 The Board of Trustees unanimously approved the settlement agreement in OAH Case No. 2022100321, resolving all issues in student's due process complaint by providing compensatory education reimbursements.

5.3.4 The Board of Trustees unanimously approved the settlement agreement in OAH Case No. 2022100342, resolving all issues in student's due process complaint by providing compensatory education and other reimbursements.

5.3.5 No reportable action taken regarding negotiations.

5.3.6 No reportable action taken regarding personnel.

5.3.7 The Board of Trustees unanimously voted to accept the agreement with employee HR-2022-23-11.

5.3.8 The Board of Trustees took formal action, with a 4-1 vote, to approve the expulsion of student 22-16. The roll call vote follows.

Ayes: Trustees Guerrero, Smith, Randle-Trejo, and O'Neal
Noes: Trustee Piercy

6. **REPORTS**

6.1 ***Student Representative's Report***

Student Representative to the Board Omkar Katre reported on District events throughout the District such as field trips, Servathon, basketball tournament, and many more.

6.2 ***Student Speakers***

There were no requests to speak.

6.3 ***Reports of Associations***

James Goran, ASTA vice president, spoke about the collaboration and shared leadership with the District and its education partners. He also spoke about the financial future and enrollment trends that must be addressed in order to keep staff.

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

There was no report.

7. RECOGNITION

Orange County United Way

The Board of Trustees recognized Orange County United Way (OCUW) for their funding, which has supported numerous District programs, such as the Anaheim Collaborative, which assists in developing a systemic approach to providing all students with college and career readiness opportunities. OCUW has also donated funding to support the District's paid summer student internship opportunity through the Anaheim Innovative Mentoring Experience (AIME) program, as well as the Independent Learning Centers.

8. PRESENTATIONS

8.1 ***Orange County United Way***

Background Information:
Since 1924, Orange County United Way has been at the forefront of health and human care services in Orange County. Orange County United Way collaborates with nonprofit agencies, corporate partners, and generous donors, to meet the greatest needs of the community. Orange County United Way has provided funding to the Anaheim Union High School District, which has supported numerous District programs, such as the Anaheim Collaborative, the Anaheim Innovative Mentoring Experience (AIME) program, as well as the Independent Learning Centers.

Current Consideration:
Orange County United Way staff presented to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

8.2 ***Therapy Dogs in Educational Settings***

Background Information:
Therapy dogs in educational settings have gained traction in recent times. Increasingly, dogs have provided therapeutic support in early education settings, primary, and secondary schools, as well as university settings to support students' well-being, promote a sense of belonging in school, reduce stress and anxiety, and even facilitate learning.

Current Consideration:
Toni Stroud, with OC Animal Allies and Pet Partners, shared with the Board of Trustees a presentation on how therapy dogs can be used in educational settings.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

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

9.1 Matthew Griffin, Western High School assistant principal, thanked the Board and Cabinet for the continued support of athletics. Mr. Griffin highlighted the athletic teams who competed in the Orange League and CIF finals.

10. **ITEMS OF BUSINESS**

EDUCATIONAL SERVICES

10.1 ***School-Sponsored Student Organizations***

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

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

10.1.1 Drone Pathway, Loara High School
10.1.2 TECHX, Walker Junior High School

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

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the school-sponsored organization applications.

The student representative to the Board of Trustees, Omkar Katre, cast his preferential vote for the school-sponsored organization.

RESOLUTIONS

10.2 ***Resolution No. 2022/23-F-05, Adopt Resolution Determining that the Anaheim High School Track and Field Project is Exempt from the California Environmental Quality Act, Deciding to Carry Out the Project, and Directing the Filing of a Notice of Exemption***

Background Information:
The Anaheim Union High School District ("District") developed the Anaheim High School Field Project ("Proposed Project"), which consists of the replacement of an existing school athletic field with artificial turf, synthetic all-weather track, and goalposts; construction of an observational press box; installation of new tiered bleachers with solar/shade canopies, new field lighting, wall-mounted scoreboard, flagpole, irrigation system, storm and rainwater retention system; as well as improvements to path-of-travel, concrete paving, fencing, and landscaping.

The Proposed Project is located at Anaheim High School at 811 W. Lincoln Avenue, Anaheim, CA 92805 ("Site").

Current Consideration:
Before the District may consider approving the Proposed Project, it must complete environmental review under the California Environmental Quality Act ("CEQA"), which exempts certain projects from completing a negative declaration or environmental impact report. District staff has determined that the Proposed Project meets the definitions of the Class 1, Class 2, Class 11, and Class 14 Categorical Exemptions, set forth in CEQA Guidelines Sections 15301, 15302, 15311, and 15314.

The Class 1 Categorical Exemption exempts a project that consists of minor alterations to existing public facilities, involving negligible or no expansion of use. Here, the replacement of the existing athletic field with artificial turf and goalposts, and the minor additions of new field lights, a synthetic all-weather track surrounding the athletic field, bleachers with solar/shades, a wall-mounted scoreboard, irrigation system, storm drain improvements, as well as associated site work are minor repairs and alterations of an existing public school campus involving no expansion of use.

The Class 2 Categorical Exemption exempts a project that consists of the replacement or reconstruction of existing structures and facilities where the new structure or facility will be located on the same site as the one replaced, and will have substantially the same purpose and capacity as the one replaced. Here, the Proposed Project will replace the existing athletic field, which will have the same purpose and capacity.

The Class 11 Categorical Exemption exempts a project that consists of construction or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities. Here, the replacement and upgrade of the athletic field, as well as minor additions of field lights, shaded bleachers, scoreboard, press box, irrigation system, and associated site work are minor structures accessory to an existing school campus and located within the existing school campus.

The Class 14 Categorical Exemption exempts a project that consists of minor additions to existing schools that do not increase student capacity by more than 25 percent or 10 classrooms, whichever is less. Here, the replacement and upgrade of the athletic field, the addition of the running track around the athletic field, as well as minor accessory additions and improvements to an existing school do not increase the school's student capacity.

Once a project is determined to be exempt, it is no longer subject to either the procedural or substantive requirements of CEQA. Thus, CEQA review would be complete should the Board of Trustees determine that the Proposed Project is exempt and to carry out the Proposed Project. In this instance, CEQA Guidelines Section 15300.2 provides six exceptions that would disqualify a project from being categorically exempt. These are: (1) for the Class 11 Categorical Exemption, a project located within a particularly sensitive environmental location; (2) where the cumulative impact of successive projects of the same type, in the same place would be significant over time; (3) a significant environmental impact would occur due to unusual circumstances; (4) a project that would cause damage to scenic elements with a designated state scenic highway; (5) a project that is on a site designated as a Hazardous Waste Site; or (6) a project that causes a substantial adverse change to a historical resource. None of the exceptions would apply, as follows.

1. The Proposed Project is not within a sensitive environmental location; it is within an already established school campus surrounded by urban uses.
2. The Proposed Project is the only project of the same type at the same place. No other similar, successive projects are proposed near the Site.

3. There are no known unusual circumstances that would be caused by the renovation and operation of an athletic field on an existing school campus.
4. The Proposed Project is not within or near a designated state scenic highway. (https://www.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aacaa)
5. The Site is not on a site designated as a Hazardous Waste Site.
6. As there are no designated historical resources on the Campus, the Proposed Project would not cause a substantial adverse change to a historical resource.

Accordingly, there is no exception that would disqualify the Proposed Project from the Class 1, Class 2, Class 11, and Class 14 Categorical Exemptions.

Should the Board of Trustees adopt the resolution, the Proposed Project will be determined to be exempt from CEQA, the Proposed Project will be approved to be carried out, and District staff will file a Notice of Exemption with the Orange County Clerk-Recorder.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2022/23-F-05, determining the Project be exempt from CEQA, approving the Proposed Project to be carried out, and directing that the Notice of Exemption be filed with the Orange County Clerk-Recorder. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

10.3 ***Resolution No. 2022/23-F-06, Adopt Resolution Determining that the Western High School Practice Field Project is Exempt from the California Environmental Quality Act, Deciding to Carry Out the Project, and Directing the Filing of a Notice of Exemption***

Background Information:
The Anaheim Union High School District ("District") developed the Western High School Practice Field Project ("Proposed Project"), which consists of the renovation of an existing, fenced-in athletic field with artificial turf, four field lights and a scoreboard, construction of an observational press box, addition of a metal shade structures with lighting, cameras, WiFi, installation of tiered bleachers under the metal shade structures, construction of a modular concession building with restroom facilities, installation of an entry canopy, marquee, and fencing, landscaping and access improvements, addition of high netting, a flagpole, as well as a storm and rainwater retention system.

The Proposed Project is located at Western High School at 501 S. Western Avenue, Anaheim, CA 92804 ("Site").

Current Consideration:
Before the District may consider approving the Proposed Project, it must complete environmental review under the California Environmental Quality Act ("CEQA"), which exempts certain projects from completing a negative declaration or environmental impact report. District staff have determined that the Proposed Project meets the definitions of the Class 1, Class 2, Class 11, and Class 14 Categorical Exemptions, set forth in CEQA Guidelines Sections 15301, 15302, 15311, and Class 15314.

The Class 1 Categorical Exemption exempts a project that consists of minor alterations to existing public facilities, involving negligible or no expansion of use. Here, the replacement of the athletic field and minor additions of tiered bleachers, press box, metal shade structures, concessions, restrooms, entry, as well as associated site work are minor repairs and alterations of an existing public school campus involving no expansion of use.
The Class 2 Categorical Exemption exempts a project that consists of the replacement or reconstruction of existing structures and facilities where the new structure or facility will be located on the same site as the one replaced, and will have substantially the same purpose and capacity as the one replaced. Here, the Proposed Project will replace the existing athletic field, which will have the same purpose and capacity; thereby, having negligible to no expansion of use.

The Class 11 Categorical Exemption exempts a project that consists of construction or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities. Here, the replacement of the athletic field and minor additions of tiered bleachers, press box, metal shade structures, concessions, restrooms, entry, as well as associated site work are minor structures accessory to an existing school campus and located within the existing school campus.

The Class 14 Categorical Exemption exempts a project that consists of minor additions to existing schools that do not increase student capacity by more than 25 percent or 10 classrooms, whichever is less. Here, the replacement of the athletic field and addition of an observational press box, shade structure, tiered bleachers, and concession building are minor additions to an existing school that do not increase the school's student capacity.

Once a project is determined to be exempt, it is no longer subject to either the procedural or substantive requirements of CEQA. Thus, CEQA review would be complete should the Board of Trustees determine that the Proposed Project is exempt and to carry out the Proposed Project. In this instance, CEQA Guidelines Section 15300.2 provides six exceptions that would disqualify a project from being categorically exempt. These are: (1) for the Class 11 Categorical Exemption, a project located within a particularly sensitive environmental location; (2) where the cumulative impact of successive projects of the same type, in the same place would be significant over time; (3) a significant environmental impact would occur due to unusual circumstances; (4) a project that would cause damage to scenic elements with a designated state scenic highway; (5) a project that is on a site designated as a Hazardous Waste Site; or (6) a project that causes a substantial adverse change to a historical resource. None of the exceptions would apply, as follows.

1. The Proposed Project is not within a sensitive environmental location; it is within an already established school campus surrounded by urban uses.
2. The Proposed Project is the only project of the same type at the same place. No other similar, successive projects are proposed at or near the Site.
3. There are no known unusual circumstances that would be caused by the construction, renovation, and operation of an athletic field on an existing school campus.
4. The Proposed Project is not within or near a designated state scenic highway. (https://www.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aacaa)
5. The Site is not on a site designated as a Hazardous Waste Site.
6. As there are no designated historical resources on the Campus, the Proposed Project would not cause a substantial adverse change to a historical resource.

Accordingly, there is no exception that would disqualify the Proposed Project from the Class 1, Class 2, Class 11, and Class 14 Categorical Exemptions.

Should the Board of Trustees adopt the resolution, the Proposed Project will be determined to be exempt from CEQA, the Proposed Project will be approved to be carried out, and District staff will file a Notice of Exemption with the Orange County Clerk-Recorder.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Piercy and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2022/23-F-06, determining the Project be exempt from CEQA, approving the project to be carried out, and directing that the Notice of Exemption be filed with the Orange County Clerk-Recorder. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

10.4 ***Resolution No. 2022/23-F-07, Adoption of Notice of Exemption for the Magnolia High School HVAC and Ventilation Improvements Project***

Background Information:
On June 16, 2022, the Board of Trustees adopted the updated District's Facilities Master Plan (FMP), which provides a roadmap for the future improvement and development of the District's facilities over the next ten years. Capital improvement projects at Magnolia High School are identified in the approved FMP.

The scope of work for the Project includes: (1) Replacement of existing HVAC equipment in kind; (2) Replacement of gas-powered equipment with electric to meet future electrification requirements; and (3) Ventilation improvements.

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

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

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2022/23-F-07, approving the NOE for the Project and directing that the NOE be filed with the Orange County Clerk-Recorder. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

10.5 ***Resolution No. 2022/23-E-11, Career and Technical Education Month***

Background Information:
The month of February has been designated as Career and Technical Education Month by the Association for Career and Technical Education. Career and technical education provides Americans with a school-to-career connection and it is the backbone of a strong, well-educated workforce, which fosters productivity in business and industry, as well as contributes to America's leadership in the international marketplace.

Current Consideration:
The Board of Trustees was requested to adopt Resolution No. 2022/23-E-11 for Career and Technical Education Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to promote career and technical education.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Smith and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2022/23-E-11. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

10.6 ***Resolution No. 2022/23-E-12, National Parent/Teacher Association Founders Day***

Background Information:
National Parent/Teacher Association Founders Day honors the dedication of the Parent/Teacher Association (PTA), which was established more than a century ago.

Current Consideration:
The Board of Trustees was requested to adopt Resolution No. 2022/23-E-12 for National Parent/Teacher Association Founders Day. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support parent involvement and working on behalf of all children and families.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2022/23-E-12. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

10.7 ***Resolution No. 2022/23-E-13, Black History Month***

Background Information:
Black History Month in February celebrates the contributions that African Americans have made to American history in their struggles for freedom and equality, as well as deepens our understanding of our nation's history.

Current Consideration:
The Board of Trustees was requested to adopt Resolution No. 2022/23-E-13 for Black History Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is taking to honor the many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2022/23-E-13. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

10.8 ***Resolution No. 2022/23-E-14, Read Across America 2023***

Background Information:
In 1997, an organization known as the National Education Association (NEA) advocated for a special day to celebrate reading throughout the United States. The first Read Across America Day was held on March 2, 1998. This nationwide observance coincides with the birthday of Dr. Seuss, who is known for writing children's books. The United States, particularly students, parents, and teachers, join forces on Read Across America Day, annually held on March 2.

Current Consideration:
The Board of Trustees was requested to adopt Resolution No. 2022/23-E-14 for Read Across America 2023. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support community involvement in the education of our youth.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2022/23-E-14, as amended prior to the adoption of the agenda. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

10.9 ***Resolution No. 2022/23-E-15, Preserve Music in our Schools Month***

Background Information:
The month of March has been designated as Preserve Music in our School Month. For at least the past two decades, the U.S. House of Representatives has passed annual concurrent resolutions stating the importance of music education for all children in America's schools.

Current Consideration:
The Board of Trustees was requested to adopt Resolution No. 2022/23-E-15 for Preserve Music in our Schools Month. The adoption of the resolution recognizes that music education

is an important component of a well-rounded academic curriculum. The skills gained through sequential music instruction, including discipline and the ability to analyze, solve problems, create, communicate, as well as work cooperatively, are vital for success in the 21st century workplace.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2022/23-E-15. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

10.10 ***Resolution No. 2022/23-E-16, Arts Education Month***

Background Information:
Arts education in California is mandated for pupils in grades one through twelve, inclusive by Sections 51210 and 51220 of the Education Code to provide that the adopted course of study shall include instruction in visual and performing arts, including instruction in the subjects of dance, music, theatre, and visual arts. This is aimed at the development of aesthetic appreciation and the skills of creative expression. Governors and mayors throughout the United States issue proclamations declaring March as Arts Education Month.

Current Consideration:
The Board of Trustees was requested to adopt Resolution No. 2022/23-E-16 for Arts Education Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support Arts Education Month for the month of March.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2022/23-E-16. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

10.11 ***Resolution No. 2022/23-E-17, Women's History Month***

Background Information:
Women's History Month had its origins as a national celebration, in 1981, when Congress passed Public Law 97-28, which authorized and requested the President to proclaim the week, beginning March 7, 1982, as Women's History Week. Throughout the next five years, Congress continued to pass joint resolutions designating a week in March as Women's History Week. In 1987, after being petitioned by the National Women's History Project, Congress passed Public Law 100-9, which designated the month of March, as Women's History Month. Since 1995, Presidents Clinton, Bush, and Obama have issued a series of annual proclamations designating the month of March as Women's History Month.

Current Consideration:
The Board of Trustees was requested to adopt Resolution No. 2022/23-E-17 for Women's History Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is making to support Women's History Month.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2022/23-E-17. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

10.12 ***Resolution No. 2022/23-E-18, National Athletic Training Month***

Background Information:
Since 1950, an organization known as the National Athletic Trainers' Association (NATA) has advocated for setting a standard for professionalism, education, certification, research, and practice settings nationwide. Since its inception, NATA has been a driving force behind the recognition of the athletic training profession. March has been designated as National Athletic Training Month.

Certified athletic trainers employed by the District are nationally certified and dedicated to providing professional health care for our student-athletes. The athletic healthcare services provided by certified athletic trainers include the education, prevention, recognition, evaluation, treatment, as well as rehabilitation of athletic injuries and illness. The District continues to be recognized as a leader in sports-related concussion management for high school athletes. Our athletic trainers work collaboratively with parents, school staff, and community medical providers to promote safe participation for over 23,000 student-athletes each year.

Current Consideration:
The Board of Trustees was requested to adopt Resolution No. 2022/23-E-18 recognizing March as National Athletic Training Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and the community of the efforts that the District is making in the involvement of protecting our youth.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2022/23-E-18. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

10.13 ***Resolution No. 2022/23-BOT-02, Supporting the District's Commitment to Environmental Justice, Climate Action, and Sustainability***

Background Information:
The impacts of the global climate crisis are unprecedented in scale. Shifting weather patterns, extreme weather events, and rising sea levels result in issues such as food and water insecurity, expanding regions of drought and desertification, wildfires, catastrophic flooding, health implications, as well as massive relocation threatening all children throughout the District, California, and around the world.

Current Consideration:
The District believes that public schools should enhance and strengthen democracy through cultivation of student voice and agency by, for example, integrating social and environmental justice across all disciplines to equip students to be compassionate leaders, who support and advocate for their communities and who serve as stewards for our environment, now and into their future careers and civic life. Adoption of this resolution would support continued engagement with staff, students, families, and community members, as appropriate, to identify and promote learning opportunities within and beyond the traditional classroom setting to enhance and increase environmental, as well as climate literacy, justice, and action; purchase, develop, offer and provide associated professional learning opportunities; expand environmentally related AIME experiences; identify ways to increase regenerative and sustainable practices in District business operations; and further the District's relationship with the University of California and California State University as part of the Environmental and Climate Change Literacy Projects (ECCLPs) initiative.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2022/23-BOT-02, as amended prior to the adoption of the agenda. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

BUSINESS SERVICES

10.14 ***Amendment No. 2 Lease-Leaseback Agreement, Erickson-Hall Construction Co., Magnolia High School New Construction and Modernization–RFP #2022-20***

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

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

the Board of Trustees the selection of Erickson-Hall Construction Co. (Erickson-Hall) as the LLB contractor for the Project. On August 11, 2022, the Board of Trustees ratified the LLB agreement with Erickson-Hall.

Construction is currently underway for the work initially approved by the Board of Trustees, including the work authorized under Amendment No. 1. Additional scope of work has been developed, specifically for the replacement of HVAC equipment and ventilation improvements using ESSER Funds. Erickson-Hall bid the subcontractor packages to various companies for the additional scope of work, and has identified the subcontractors they plan to use on the Project. Staff has negotiated the LLB agreement amendment, which includes the guaranteed maximum price (GMP) and contingencies, pursuant to the terms indicated in the forms of the LLB contract documents previously approved by the Board of Trustees. The LLB agreement shall be amended to include the additional scope of work under Amendment No. 2.

Budget Implication:
The current GMP, associated contingencies and allowances for the originally bid work is $46,065,588. The LLB agreement's GMP will be amended by $4,790,125, to incorporate the additional scope of work as described above under Amendment No. 2. The total Project costs for the amended GMP including District contingencies and allowances will not exceed $50,855,713. (Measure H Funds, ESSER Funds, and/or other funds as appropriate)

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees ratified Amendment No. 2 to the LLB agreement with Erickson-Hall.

EDUCATIONAL SERVICES

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

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

Current Consideration:
Awareness in Motion will partner with the District to provide an executive coaching program for District administration. They will train key leaders to facilitate mindkind practices and assist in the development of The Academy for Developing Transformative 5C Leaders. Services are being provided January 15, 2023, through June 30, 2023.

Budget Implication:
The total cost for these services is not to exceed $109,250. (Educator Effectiveness Funds)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees ratified the independent contractor agreement.

10.16 ***Independent Contractor Agreement, Reveille, Inc.***

Background Information:
The Anaheim's Innovative Mentoring Experience (AIME) program has provided thousands of mentoring and internship experiences from over ninety business partners, providing career exploration experiences to District students and supporting the implementation of the District's Career Preparedness Systems Framework. These experiences have helped students find their voice and purpose while developing relationships with mentors who can support them in their career goals. In addition, the AIME program has developed a teacher externship program to bring career skills to the classroom.

The District would like to expand the AIME program to ensure that all students and teachers experience the benefits of these experiences. This will require raising additional funding, increasing the number of business partners, and awareness of the AIME program among staff, students, and parents. To accomplish these goals, the District would like to develop a branding and marketing plan, as well as updated marketing materials.

Reveille, Inc., (Reveille) is a branding and marketing communications agency that has guided local and global nonprofits, consumer brands, and corporations in developing branding, as well as marketing plans. Reveille has successfully worked with local nonprofits such as the Boys and Girls Clubs of Central Orange Coast, CHOC, Healthy Smiles, and Orange County United Way.

Current Consideration:
The District would like to enter into an agreement with Reveille to provide the following deliverables: branding and marketing plan, logo development, style guide and graphic guidelines, email campaign, video, as well as website redesign. The services being offered are highly specialized and require the expertise of a company that has proven experience with large local nonprofit organizations. Services will be provided February 17, 2023, through December 31, 2023.

Budget Implication:
The total cost for these services is not to exceed $115,000. (Grant Funds)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the independent contractor agreement.

10.17 ***Memorandum of Understanding (MOU), Santa Clara County Office of Education, School Health Demonstration***

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

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

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

Current Consideration:
The District is expected to participate in a minimum of twelve and up to twenty-four consecutive monthly targeted coaching sessions facilitated by SCCOE. The District will receive monthly coaching that will address specific needs around school-based billing. Including specific recommendations and strategies based on strengths and needs assessment. Services are being provided January 1, 2023, through January 1, 2025.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees ratified the memorandum of understanding.

10.18 ***Agreement, High School Inc. Foundation***

Background Information:
In 2012, High School Inc. Foundation was developed to support a vision to be a catalyst for social and economic change in Orange County. They are attempting to reimagine education and creating the change to prepare students for college, career, and life success. They currently serve over 1,500 future workforce individuals.

Current Consideration:
The purpose of this agreement is to bring High School Inc. to support the program services tied to the Magnolia Agriscience Community Center. High School Inc. will provide additional staffing to provide resources and services onsite, as needed to support District students and families. Services are being provided February 16, 2023, and will automatically renew for the next five years, unless either party gives a 30-day notice to withdraw from the collaboration.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement.

10.19 ***Agreement, Pathful Inc.***

Background Information:
On December 13, 2022, the Board of Trustees approved an amendment to the Education and Innovation Research (EIR) Grant agreement with the Orange County Department of Education (OCDE). This amendment included the approval to utilize a three-year software subscription, called Pathful Inc., as a replacement for Nepris, which was a condition of the original grant. Nepris and Virtual Job Shadow are software applications that have been merged and are now part of Pathful Inc.

The software includes Pathful Explore and Pathful Connect, which will be used at three high schools; Anaheim, Cypress, and Loara high schools. Pathful Explore will be used by students

and teachers to engage and support the exploration of colleges and careers. It provides a combination of interactive tools, assessments, and real-world analysis, where students can discover diverse career pathways and chart their individualized paths. Pathful Connect matches teachers and students with the right industry professionals virtually from the classroom, providing companies with education outreach opportunities and creates equity of access for students.

Current Consideration:
Staff requested the approval of the agreement with Pathful Inc., January 3, 2023, through January 2, 2026, which will allow the District to fulfill its obligation under the Board of Trustees approved amendment to the OCDE EIR grant agreement.

Budget Implication:
The total cost is not to exceed $79,650, for which the District will be reimbursed by OCDE through the EIR grant agreement.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees ratified the agreement.

10.20 ***Memorandum of Understanding (MOU), Anaheim Elementary School District, Anaheim TUPE Grant Consortium Collaboration 2023-26***

Background Information:
The District is re-applying to continue as the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant between Anaheim Elementary School District (AESD) and the District for a three-year term from 2023-26 with the application due February 28, 2023, to the California Department of Education TUPE Office. Grant goals include revitalizing the promotion of available intervention, cessation services, and anti-tobacco/vape messages, as well as increase efforts to educate students, parents, and staff about alternative tobacco products and current issues, as well as where to access intervention and cessation services. With the TUPE grant it would be beneficial to involve our main feeder elementary school district in our anti-tobacco/vape efforts.

Current Consideration:
In effort to create a continuous level of support from grades 6-12, for the next grant cycle (2023-26), the District will continue to act as the lead fiscal agency and collaborate with Anaheim Elementary School District. The District will receive notification that the TUPE grant application was approved by March 31, 2023, for the term of the grant. The grant is targeted for grades 6-12 and mandates that curriculum, specific to the appropriate grade levels, is taught at participating schools, including 24 AESD elementary sites and all District comprehensive schools, as well as Cambridge Virtual Academy, Gilbert and Polaris high schools. In addition, youth development activities related to tobacco and e-cigarette/vaping cessation/prevention are expected by each participating school, as well as ongoing prevention education for staff, students, and parents. Services will be provided July 1, 2023, through June 30, 2026.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the memorandum of understanding.

HUMAN RESOURCES

10.21 ***Initial Contract Proposal, AUHSD to APGA***

Background Information:
In accordance with Board Policy 6500.01, the District's initial contract proposal to APGA must be presented in writing to the Board of Trustees.

Current Consideration:
Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. The District's initial contract proposal to APGA for the 2022-23 year was presented to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the proposal in order to proceed to the public hearing.

10.22 ***Public Hearing, Initial Contract Proposal, AUHSD to APGA***

Background Information:
The Board of Trustees is required to hold a public hearing to hear comments related to the District's initial contract proposal to APGA.

Current Consideration:
The Board must hold a public hearing of the District's initial contract proposal to APGA for the 2022-23 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public an opportunity to speak on the proposal.

President O'Neal opened the public hearing at 7:01 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 7:01 p.m.

10.23 ***Initial Contract Proposal, APGA to AUHSD***

Background Information:
In accordance with Board Policy 6500.01, the Anaheim Personnel and Guidance Association's (APGA) initial contract proposal to the District must be presented in writing to the Board of Trustees.

Current Consideration:
Before the negotiation process begins, proposals are presented to the public via a Board of Trustees' meeting. APGA's initial contract proposal to the District for the 2022-23 year was presented to the Board of Trustees.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the proposal in order to proceed to the public hearing.

10.24 ***Public Hearing, Initial Contract Proposal, APGA to AUHSD***

Background Information:
The Board of Trustees is required to hold a public hearing to hear comments related to the Anaheim Personnel and Guidance Association's (APGA) initial contract proposal to the District.

Current Consideration:
The Board must hold a public hearing of APGA's initial contract proposal to the District for the 2022-23 year. This is the public's opportunity to provide feedback and voice their support or any concerns associated with the proposal.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public an opportunity to speak on the proposal.

President O'Neal opened the public hearing at 7:01 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 7:01 p.m.

10.25 ***Public Hearing, Disclosure of Collective Bargaining Agreement with CSEA***

Background Information:
The Board of Trustees was requested to hold a public hearing on the collective bargaining agreement with the California School Employees Association (CSEA) for the 2022-23 year, in accordance with AB 1200 (Statues of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California 92801.

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

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened the public hearing to provide the public an opportunity to speak on the proposed agreement.

President O'Neal opened the public hearing at 7:01 p.m.

There were no requests to speak.

President O'Neal closed the public hearing at 7:01 p.m.

10.26 ***Adoption of the 2022-23 Collective Bargaining Agreement with CSEA***

Background Information:
The District entered into contract negotiations with the California School Employees Association (CSEA) for a successor agreement after proposals were brought forth by both parties. Negotiations were held and a tentative agreement was reached by both parties and ratified by CSEA.

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

Budget Implication:
The increase for the 8 percent salary schedule increase will impact the budget with an additional estimated expense of $3,929,066 per year. (General Fund)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees adopted the 2022-23 collective bargaining agreement with CSEA.

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

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

Current Consideration:
Due to the salary increase reached with the bargaining and non-bargaining employee associations of the District, the salary increase for the executive director of GASELPA shall increase by 8 percent using pass-through funds. This increase was approved by the GASELPA Board of Trustees on February 15, 2023.

Budget Implication:
There will be no direct impact to the District's budget. The executive director of GASELPA salary will be increased for a total annual salary of $241,322, effective July 1, 2022. This additional expense will be paid using GASELPA funds.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the salary increase.

SUPERINTNDENT'S OFFICE

10.28 ***2023 California School Boards Association Delegate Assembly Election***

Background Information:
The California School Boards Association (CSBA) is the nonprofit education association representing the elected officials who govern public school districts and county offices of education. With a membership of nearly 1,000 educational agencies statewide, CSBA brings together school governing boards, as well as administrators from districts and county offices of education to advocate for effective policies that advance the education and well-being of the state's more than six million school age children. A membership driven association, CSBA provides policy resources and training to members, as well as represents the statewide interests of public education through legal, political legislative, community, and media advocacy.

CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts, county offices, the board of directors, and executive committee, delegates ensure that the association reflects the interests of school districts and county offices of education throughout the state.

Delegates are elected by CSBA member boards by region and serve a two-year term. Nominees for delegates must be a member of a member board within that geographic region.

Current Consideration:
This is an opportunity for the Board of Trustees to consider voting for candidates. The Board, as a whole, may vote for up to nine candidates. No more than one vote for any candidate may be submitted. The ballot also contains a provision for write-in candidates. The ballot must be postmarked by the U.S. Post Office on, or before, Wednesday, March 15, 2023.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees voted for the following candidates: Leandra Blades, Michelle Barto, Bonnie Castrey, Jackie Filbeck, Carrie Flanders, Lauren Klaztker, Rhodia Shead, and Suzie Swartz.

11. **CONSENT CALENDAR**

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 11.10, Exhibit II, and item 11.11, pulled by Trustee O'Neal. The roll call vote follows.

Ayes: Trustees Guerrero, Piercy, Smith, Randle-Trejo, and O'Neal

BUSINESS SERVICES

11.1 ***Amendment, Agreement, Retireefirst, LLC***

Background Information:
The District has been associated with Retireefirst, LLC, the third-party administrator for retiree Medicare supplement plans, since 2020.

Current Consideration:
The Board was requested to approve an increase to the existing agreement, to allow Retireefirst, LLC to continue the administration of retiree health plans, eligibility maintenance, billing, renewal, request for proposal management, and Centers for Medicare and Medicaid Services notifications through June 30, 2023.

Budget Implication:
The increase for the retiree services is to be an additional $1,000,000, for a total cost of $3,522,797. (Health and Welfare Fund)

Action:
The Board of Trustees approved the amendment.

11.2 ***Award of Bids, E-Rate 26***

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), and provides discounts to assist most schools and libraries in the United States to obtain affordable digital services, equipment, software, and internet access.

At the October 13, 2022, Board meeting, the process to utilize competitive request for proposals (RFPs) was approved by the Board of Trustees, and staff proceeded with the bidding process.

Current Consideration:
As a result of the bidding process, the following RFP will be awarded to the lowest responsible and responsive bidders per Resolution No. 2022/23-B-04 pursuant to Public Contract Code (PCC) 20118.2.

Award of Bid

Bid#	Service	Award	Amount
2023-12	Network Equipment	Sehi Computer Products, Inc.	$973,950

Budget Implication:
Under the Federal E-Rate program, USAC will directly subsidize the cost of the material, equipment, and services being awarded. The District will qualify for a reduction in cost based on the District's percent of students that qualify for Alternate Income Form.

E-Rate: $827,857 General Fund: $146,093

Action:
The Board of Trustees awarded Bid No. 2023-12 pursuant to PCC 20118.2 as listed.

11.3 ***Amendment, Agreement, Optimum Energy Design LLC***

Background Information:
In 2021, the District issued RFP 2022-04 for Architectural and Engineering Services, pursuant to Government Code Section 53060, seeking qualified firms to provide professional services for the District's construction projects. Optimum Energy Design LLC (OED) has been providing engineering services for various bond, public works construction, and renovation projects.

Current Consideration:
The District has an interest in continuing to utilize the services provided by OED as required for the ongoing Measure H and ESSER projects, as well as other construction work associated with the Maintenance and Facilities departments. An amendment to the agreement is required to increase the services with OED. The firm has prior knowledge of the District's facilities, projects, and standard procedures.

Budget Implication:
The amendment to the agreement will increase the cost by an additional $1,000,000, for a total cost not to exceed $2,000,000, through November 19, 2026. All other terms and conditions of the agreement will remain unchanged. (Measure H Fund, ESSER Funds, Facilities Funds, Maintenance Funds, and/or other funds as appropriate)

Action:
The Board of Trustees approved the amendment.

11.4 ***Award of Bids***

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

Bid#	Service	Award	Amount
2023-19	Walker Junior High School Motorized Gate and Fencing (Maintenance Funds and/or other Facilities Funds as appropriate)	Econo Fence, Inc,	$124,515
2023-20	Handel Stadium Walkway Coating (Maintenance Funds and/or other funds as appropriate)	Western Specialty Contractors	$185,000

Action:
The Board of Trustees awarded Bids 2023-19 and 2023-20.

11.5 ***Ratification of Change Orders***

Bid #2023-01, Kennedy High School Window Replacement East Whittier Glass & Mirror Company, Inc.	P.O. #S64A0115
Original Contract	$185,525

Change Order #1	$1,327
New Contract Value	$186,852

Bid #2023-04, Katella High School	P.O. #S64A0119
Roofing Project	
Best Contracting Services, Inc.	
Original Contract	$997,200
Change Order #1	($29,520)
New Contract Value	$967,680

Bid #2023-05, Oxford Academy	P.O. #S64A0118
Roofing Project	
Bishop Inc.	
Original Contract	$337,493
Change Order #1	($50,000)
New Contract Value	$287,493

Bid #2023-10, Brookhurst Junior High School	P.O. #S64A2601
Fencing Project	
J & A Fence	
Original Contract	$43,350
Change Order #1	($5,000)
New Contract Value	$38,350

Action:
The Board of Trustees ratified the change orders as listed above, as amended prior to the adoption of the agenda.

11.6 ***Notices of Completion***

Bid #2023-01, Kennedy High School	P.O. #S64A0115
Window Glass Replacement	
East Whittier Glass & Mirror Company, Inc.	
Original Contract	$185,525
Contract Changes	$1,327
Total Amount Paid	$186,852

Bid #2023-04, Katella High School	P.O. #S64A0119
Roofing Project	
Best Contracting Services, Inc.	
Original Contract	$997,200
Change Order	($29,520)
New Contract Value	$967,680

Bid #2023-05, Oxford Academy	P.O. #S64A0118
Roofing Project	
Bishop Inc.	
Original Contract	$337,493
Change Order	($50,000)
New Contract Value	$287,493

Bid #2023-10, Brookhurst Junior High School Fencing Project	P.O. #S64A2601
J & A Fence	
Original Contract	$43,350
Change Order	($5,000)
New Contract Value	$38,350

Action:
The Board of Trustees authorized the assistant superintendent of Business to accept Bids 2023-01, 2023-04, 2023-05, and 2023-10 as complete, and authorized the filing of the notices of completion with the Office of the County Recorder.

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

Action:
The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorized proper disposal in accordance with Education Code Section 17545 or 17546.

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

Action:
The Board of Trustees approved the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as surplus, as well as authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

11.9 ***Donations***

Action:
The Board of Trustees accepted the donations as submitted.

On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees ratified items 11.10, Exhibit II, and 11.11 with the following vote.

Ayes: Trustees Guerrero, Piercy, Smith, and Randle-Trejo
Abstain: Trustee O'Neal

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

Action:
The Board of Trustees ratified the reports January 9, 2023, through February 2, 2023.

11.11 ***Check Register/Warrants Report***

Action:
The Board of Trustees ratified the report January 9, 2023, through February 2, 2023.

11.12 **SUPPLEMENTAL INFORMATION**

11.12.1 ASB Fund, September 2022

11.12.2 Cafeteria Fund, November 2022

11.12.3 Enrollment, Month 5

EDUCATIONAL SERVICES

11.13 ***Amendment No. 2, Educational Consulting Agreement, Youth Engage, LLC***

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

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

Current Consideration:
On July 16, 2022, the Board approved the educational consulting agreement with Youth Engage, LLC to design, market, and launch the AUHSD Career Preparedness Systems Framework (CPSF) Learning Hub. An amendment was approved on October 13, 2022, to provide additional services, which resulted in an increase to the previously approved amount of $45,000. The new total amount was not to exceed $52,000. A new amendment is requested given the success of the last six months with the services provided. In particular in helping secure the Stuart Foundation Demonstration Site grant and the CZI Student Voice grant, which means the District needs some additional consulting support to execute on this increased workload and added projects to the school year. All other terms and conditions remain intact.

Budget Implication:
The new amended cost of services is not to exceed $102,000. (General Fund)

Action:
The Board of Trustees approved the amendment.

11.14 ***Independent Contractor Agreement, Flypoet Entertainment***

Background Information:
The 3rd Annual AUHSD Black History Month Celebration will be held on February 24, 2023, at the AUHSD Performing Arts Center. This is a student-led celebration created by collaborative efforts of the Black Student Union clubs throughout the District and the Black Lives Matter Task Force. This year's celebration highlights are performances by Spoken Word Artist Ed Mabrey, Visual Artist Norton Wisdom, Omega Psi Phi Steppers from California State University, Fullerton, and Le Ballet Dembaya West African Dance and Drum Troupe.

Spoken Word is poetry explicitly written to be performed on-stage, rather than read from the page. As an art form, it focuses on the aesthetics of wordplay, intonation, and voice inflection. Spoken word is a powerful, high-energy, form of cultural expression that has strong ties to storytelling, modern poetry, post-modern performance, and monologue theatre. An Interpretive Painter will also be a part of this performance creating a work of art live on-stage.

Current Consideration:
Flypoet Entertainment is providing a spoken word artist and interpretive painter that will perform at the 3rd Annual AUHSD Black History Month Celebration. Services will be provided February 24, 2023, through June 30, 2023.

Budget Implication:
The total costs for these services is not to exceed $2,800. (General Fund and/or Innovation Funds)

Action:
The Board of Trustees approved the agreement.

11.15 ***Collaboration Agreement, Whitaker Peace and Development Initiative (WPDI), Cypress High School***

Background Information:
Whitaker Peace and Development Initiative (WPDI) is a nonprofit organization founded to support humanitarian work aimed at helping societies transform into safer and more productive communities. WPDI firmly believes in the power of education to stop and peacefully resolve school-based violence, and to create the conditions necessary to enhance social, as well as emotional learning of students. WPDI gives students and educators the skills they need to be able to identify conflict in their lives and respond in a positive way. WPDI has partnered with our District and provided services in the past to Ball and Walker junior high schools, as well as Cambridge Virtual Academy.

Current Consideration:
WPDI will establish trainer of trainers workshops at Cypress High School for all site-level staff, as well as monthly professional development trainings for teachers and peer mediation training for students. Services will be provided February 17, 2023, through June 30, 2026.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the collaboration agreement.

11.16 ***Amendment, Educational Consulting Agreement, Jacque Nunez, Journeys to the Past***

Background Information:
Journey's to The Past is a Native American, family-owned, company that focuses on teaching that every culture is important and should be celebrated. Their unique programs take students on a journey into the lifestyle of the California Indian, in particular the Acjachemen Nation, which flourished in Southern California hundreds of years ago. Jacque Nunez shares through stories and songs her people's indigenous tools, instruments, games,

and clothing. She includes how American Indians preserve their culture today by participating in Intertribal Pow Wows.

Current Consideration:
Jacque Nunez will host an assembly for Anaheim High School students. The original educational consulting agreement was approved by the Board of Trustees on November 17, 2022, an amendment was requested to extend the dates of service, as well as to increase the previously approved amount. The new dates of service are November 18, 2022, through May 1, 2023. All other terms and conditions remain intact.

Budget Implication:
The amended total cost for these services is not to exceed $1,500. The previously approved amount was not to exceed $750. (Site Funds)

Action:
The Board of Trustees approved the amendment.

11.17 ***Independent Contractor Agreement, Anaheim Family YMCA***

Background Information:
The District has received funding through the California Department of Education After School Education and Safety (ASES) Program grant for the past 14 years. The District subcontracted the administration of the ASES grant to the Anaheim Family YMCA through the Anaheim Achieves program at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools. Anaheim Family YMCA provides program administration, staffing, equipment, materials, training, data collection, and evaluation for the aforementioned school sites.

Current Consideration:
The District was awarded another year of funding by the California Department of Education ASES grant, in the amount of $909,333 for the fiscal year, July 1, 2022, through June 30, 2023. The structure of the approval process prevents the District from approving the ASES grant prior to the contract being developed. Therefore, this agreement will be signed following Board approval. The agreement allows the District to pay YMCA for these services. Services are being provided July 1, 2022, through June 30, 2023.

Budget Implication:
The District passes the funds to the YMCA, less an indirect cost of five percent of the total ASES funds; therefore, there are no direct implications to the budget. The ASES funds for the 2021-22 year were $909,333. The District will retain five percent of expenditures for indirect costs, for a total contracted amount not to exceed $863,866.35. (ASES Grant Funds)

Action:
The Board of Trustees ratified the agreement.

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

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

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

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the amendment.

11.19 ***Independent Contractor Agreement, Dr. Fernando Rodriguez-Valls***

Background Information:
The District currently serves over 600 plurilingual students/English Learners (newcomers), who have been enrolled in United States (U.S.) schools less than three years. In order to accelerate their English language acquisition and plurilingualism, the District will continue the Summer Language Academy, an enrichment program for four weeks during the month of June, to serve up to 100 high school plurilingual/English Learner students. The curriculum design, developed by Dr. Fernando Rodríguez-Valls, Professor, California State University, Fullerton, involves students in activities that allow them to explore the English language in all its dimensions through art, literature, and film, while connecting them with their cultural identities and using their full linguistic repertoire. Dr. Rodríguez-Valls created partnerships with school districts, local educational agencies and universities to develop and implement community-based literacy programs. Dr. Rodríguez-Valls' work focuses on equitable instructional practices, as well as on the socio-cultural factors affecting their academic achievement, educational continuity, and school engagement.

Current Consideration:
Dr. Fernando Rodríguez-Valls, in collaboration with District staff, will design and tailor the curriculum to fit the needs of the District's plurilingual/English Learner students. His services will also include professional learning for District staff, teachers, and support staff, classroom observations, collection and analyzing of data, as well as a written report of the second-year program. Services will be provided February 17, 2023, through July 31, 2023.

Budget Implication:
The total cost for these services is not to exceed $15,000. (Title III Funds)

Action:
The Board of Trustees approved the agreement.

11.20 ***Agreement, ALTA Language Services, Inc.***

Background Information:
The California Department of Education established the State Seal of Biliteracy to recognize high school graduates who have attained a level of proficiency in speaking, reading, and writing in one or more languages in addition to English. This encourages students to study languages, to attain biliteracy, as well as provide employers with language and biliteracy skills. The District continues to award over 1,000 Seal of Biliteracy awards a year.

Current Consideration:
ALTA Language Services, Inc. provides language proficiency testing to high school students in more than 90 languages, including low-density languages that are often not available from other testing providers. It is projected that this demand for Seal of Biliteracy throughout the District will continue to increase in the 2023-24 year. Services will be provided February 17, 2023, through February 17, 2024.

Budget Implication:
The cost for these as-needed services is not to exceed $5,000. (LCFF Funds)

Action:
The Board of Trustees approved the agreement with ALTA Language Services, Inc.

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

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

Current Consideration:
The District has submitted an individual application for CTEIG, and would also like to participate in a consortium application submitted by North Orange County ROP in order to maximize potential funding from the grant. In order to receive a Grant Award Notification, North Orange County ROP must have a MOU with the District. The purpose of this MOU is to establish a mutually beneficial relationship between the parties and to set forth the responsibilities of the parties as related to the implementation of the CTEIG program. Services are being provided July 1, 2022, through December 31, 2024.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees ratified the memorandum of understanding.

11.22 ***Agreement, California State University, Fullerton (CSUF), Field Education Partnership***

Background Information:
California State University, Fullerton (CSUF) and its Department of Social Work has established approved field education programs of specialized training for a Master's in Social Work. The program requires partnerships with agencies where students can obtain the learning experience required in the curriculum. The agency must be equipped with specialized staff to provide the trainees the practical learning experience, training, and professional development that is aligned with the university curriculum and national standards.

Current Consideration:
CSUF agrees to provide interns every academic year, who will serve as service providers in training. The District agrees to provide specialized supervision and meet all expectations with evaluations, learning expectations, and communication with university field faculty. Services will be provided February 17, 2023, and will automatically renew annually for the next five years, unless either party provides written notice of termination.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the agreement.

11.23 ***Instructional Materials Submitted for Adoption***

The Instructional Materials Review Committee recommended the selected materials for courses in dual enrollment courses. The books have been made available for public view.

Action:
The Board of Trustees adopted the selected materials.

11.24 ***Instructional Materials Submitted for Display***

The Instructional Materials Review Committee recommended the selected material for display, for courses in English language arts. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees was requested to consider adoption of the materials following the end of the period of public display, February 17, 2023, through March 7, 2023.

Action:
The Board of Trustees approved the display.

11.25 ***Field Trip Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

HUMAN RESOURCES

11.26 ***2021-22 and 2022-23 Employee Salary Schedules***

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

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

The proposed modifications include the following:

- AFSCME: Correction of monthly rates being rounded to the zero decimal point in accordance with the format required by CalPERS.
- CSEA: Retroactive inclusion of Job Developer/Job Coach to clarify it was the previous job title for the Workability Placement Specialist until May 10, 2022, before being revised as of May 11, 2022.

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

Action:
The Board of Trustees adopted the salary schedules for the AFSCME and CSEA employee groups as submitted.

11.27 ***Agreement, Lozano Smith, LLP***

Background Information:
Lozano Smith, LLP provides legal services, which are not or cannot be provided by attorneys at the Orange County Department of Education, including consultation and representation in human resources, litigation, and other specialty matters. The District previously had an agreement in place with Lozano Smith, LLP, May 8, 2019, through June 30, 2021.

Current Consideration:
The District would like to engage the services of the legal firm Lozano Smith, LLP to provide legal services, including human resources and litigation support. Services will be provided February 17, 2023, through June 30, 2024, on an as-needed basis.

Budget Implication:
Services will be provided at a cost not to exceed $25,000 per year. (General Fund)

Action:
The Board of Trustees approved the agreement.

11.28 ***Certificated Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

11.29 ***Classified Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

11.30 ***Board of Trustees' Meeting Minutes***

11.30.1 December 13, 2022, Regular Meeting
11.30.2 January 19, 2023, Regular Meeting

Action:
The Board of Trustees approved the minutes as submitted.

12. **SUPERINTENDENT AND STAFF REPORT**

There was no report.

13. **BOARD OF TRUSTEES' REPORT**

Trustee Guerrero reported she attended the Servathon, Tet Parade, District Choral and Band Showcase, 7th Grade Showcase at Sycamore Junior High School, Walker Junior High School's Extravaganza, College Signing Day at Western High School, Black History Parade, Baseball Field Dedication at Katella High School, LCAP Meeting, International Night at Magnolia High School, PTA Founder's Day Celebration, Meet and Greet with the Educational Services Department, "Topping" Ceremony at Magnolia High School, Budget Committee Meeting, and visited Anaheim and Magnolia high schools, as well as Ball and Sycamore junior high schools.

Trustee Piercy indicated she attended the 6th Grade Orientation at Lexington Junior High School, Western High School's Field Improvement Community Meeting, Insurance Committee Meeting, Graduation Committee Meeting, International Night at Magnolia High School, and the "Topping" Ceremony at Magnolia High School.

Trustee Smith said she attended the Student Discipline Task Force Meeting and Insurance Committee Meeting. She also thanked the NOCROP staff in attendance.

Trustee Randle-Trejo thanked NOCROP staff in attendance and stated she attended the ROP Board Meeting, GASELPA Board Meeting, Baseball Field Dedication at Katella High School, LA Opera event with Gilbert High School, and the "Topping" Ceremony at Magnolia High School.

Trustee O'Neal reported he attended the Budget Committee Meeting, District Choral and Band Showcase, and the ROP Board Meeting.

14. **ADVANCE PLANNING**

14.1 ***Future Meeting Dates***

The next meeting of the Board of Trustees will be held on Tuesday, March 7, 2023, at 6:00 p.m.

Thursday, April 13	Thursday, August 10
Thursday, May 4	Thursday, September 14
Thursday, June 8	Thursday, October 12
Thursday, June 15	Thursday, November 16
Thursday, July 20	Thursday, December 14

14.2 ***Suggested Agenda Items***

15. **ADJOURNMENT**

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 7:27 p.m.

Approved _____
Clerk, Board of Trustees