

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: **November 16**, 2020

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

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

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

Thursday the **19th** day of **November** 2020

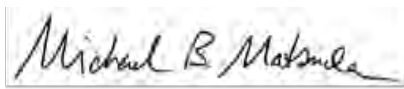
Members of the public may observe the meeting by livestream on the District's
YouTube channel at <https://bit.ly/2KEiCDA>.

Individuals requesting interpretation should contact the executive assistant to the
superintendent at morales_p@auhsd.us by 5:00 p.m. on **Tuesday, November 17**, 2020, to
allow for reasonable arrangement to ensure interpretation services.

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

Closed Session—**2:30 p.m.**

Regular Meeting—**4:00 p.m.**



Michael B. Matsuda
Superintendent

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

BOARD OF TRUSTEES
Agenda
Thursday, November 19, 2020
Closed Session–2:30 p.m.
Regular Meeting–4:00 p.m.

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

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

Individuals requesting interpretation should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, November 17, 2020, to allow reasonable arrangement to ensure interpretation services.

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

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

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, November 17, 2020, to allow for reasonable arrangements to ensure accessibility to the meeting.

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|----|---------------------------------------|-------------------------|
| 1. | CALL TO ORDER–ROLL CALL | ACTION ITEM |
| 2. | ADOPTION OF AGENDA | ACTION ITEM |
| 3. | PUBLIC COMMENTS, CLOSED SESSION ITEMS | INFORMATION ITEM |

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

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|----|----------------|--------------------------------|
| 4. | CLOSED SESSION | ACTION/INFORMATION ITEM |
|----|----------------|--------------------------------|

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

- 4.1 To consider matters pursuant to Government Code Section 54957: Public employee performance evaluation, superintendent.
- 4.2 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Mr. Matsuda, Dr. Fried, Mrs. Patterson, 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).
- 4.3 To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release.
- 4.4 To consider matters pursuant to Government Code Section 54957.6: Conference with negotiators, agency designated representatives-Annemarie Randle-Trejo, Board president, regarding unrepresented employee, assistant superintendent, Business Services.
- 4.5 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment/reassignment–assistant superintendent, Business Services.
- 4.6 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2020090646).

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

INFORMATION ITEMS

5.1 **Reconvene Meeting**

The Board of Trustees will reconvene into open session.

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

Student Representative to the Board of Trustees Elizabeth Ochei will lead the Pledge of Allegiance to the Flag of the United States of America and provide a moment of silence.

5.3 **Closed Session Report**

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

6. INTRODUCTION OF GUESTS

INFORMATION ITEM

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

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

7. REPORTS

INFORMATION ITEMS

7.1 **Student Representative's Report**

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

7.2 **Reports of Associations**

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

7.3 **Parent Teacher Student Association (PTSA) Reports**

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

8. PUBLIC COMMENTS, OPEN SESSION ITEMS

INFORMATION ITEM

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

9. RECOGNITION

INFORMATION ITEM

Kindness Matters Awards

Celebrating kindness is a valued quality and a priority of the Board of Trustees. It is acknowledged that even the smallest acts of kindness by a single person have the power to change the lives of our students and community. With this in mind, the Board of Trustees began this recognition in 2011 honoring students, parents, District employees, and community members for their acts of kindness. All individuals recognized were nominated by a student, staff member, or community member and selected by the Kindness Matters Committee.

The Board of Trustees will honor the following individuals:

Karen Bell	Teacher	Western High School
Maritza Bermudez	Promotora	Latino Health Access
Jenifer Coleman Zinn	Teacher	Kennedy High School
Shelly Cruz	PTSA President	Community Member
Erik Greenwood	Chief Technology Officer	District Office
Jack Guppton	Teacher	Walker Junior High School
Kevin Hodgson	Principal	Cypress High School
Rory Jimmerson	Custodian	District Office
Ariana Martinez	IA, Behavioral Support	Anaheim High School
Thanyada McClaskey	Student	Kennedy High School
Allen Meza	Student	Kennedy High School
April Monera	Teacher	Cypress High School
Rana Muncy	Director of Missions	Saddleback Church
Katrina Mundy	Teacher	Magnolia High School
Eric Okula	Teacher	Kennedy High School

Janelle Padilla
Terence Rollerson
Daniella Valdez

Teacher
Teacher
Teacher

South Junior High School
Kennedy High School
Western High School

10. PRESENTATIONS

INFORMATION ITEMS

10.1 ***School Dismissal and Distance Learning***

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

10.2 ***Dual Enrollment Program***

Background Information:

As part of the Anaheim Union Educational Pledge and our partnership with Cypress and Fullerton Colleges, one of our commitments is to provide access to dual enrollment opportunities for students in the District. Our dual enrollment program focuses on developing seamless pathways from high school to community college and beyond. Our Local Contingency and Attendance Plan (LCAP) Goal #1.9 frames our vision for our dual enrollment program, which is to create post-secondary transition and support opportunities for students that build college and career readiness skills. Students who complete college credit while enrolled in high school are more likely to graduate, enroll in a post-secondary institution, and complete degrees in those institutions. Students who complete a dual enrollment course receive both high school and college credit. With dual enrollment, the course is recorded on both the student's high school transcript and the college transcript. Intentional efforts are being made to incorporate dual enrollment into the six-year academic plan for students and to increase enrollment of students with disabilities, English Learners, and foster youth.

Current Consideration:

The Dual Enrollment presentation will focus on the journey that our program has taken in the past four years since the start of our College and Career Access Pathways (CCAP) agreement with North Orange County Community College District (NOCCCD) and the plans for expansion that align with District priorities.

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.

11. ITEMS OF BUSINESS

RESOLUTIONS

- 11.1 **Resolution No. 2020/21-BOT-05, COVID-19, Effects on Participation in Extracurricular/Co-Curricular Activities: Minimum Academic Standards (Roll Call Vote)** ***ACTION ITEM***

Background Information:

Education Code Section 35160.5 requires the governing board of a school district that maintains secondary schools to establish a policy regarding student participation in extracurricular and co-curricular activities. The policy must condition student participation upon satisfactory educational progress in the previous grading period and may include provisions that would allow a student who does not achieve satisfactory educational progress in the previous grading period to remain eligible to participate in extracurricular and cocurricular activities during a probationary period. A student who does not achieve satisfactory educational progress during the probationary period may not participate in extracurricular and cocurricular activities in the subsequent grading period. The Anaheim Union High School District implements these requirements through Board of Trustees' Policy 71101.04, Participation in Extracurricular/Co-Curricular Activities: Minimum Academic Standards.

Current Consideration:

The COVID-19 pandemic has had immeasurable impacts on student health and well-being. For many students, extracurricular activities are the glue that connects them to and engages them in school. So that issues created or exacerbated by school closures and the abrupt shift to distance learning last Spring do not further distance students from school, along with the delayed interscholastic sports schedule adopted by the California Interscholastic Federation (CIF), the Governor signed Assembly Bill No. 908 (AB 908) on September 11, 2020, as urgency legislation taking immediate effect, amending Education Code Section 35160.5 to authorize school district governing boards to adopt a policy that would allow a probationary period to exceed one semester in length through the completion of the 2020-21 year due to the impact of COVID-19. As stated by the Legislature in the Bill: "COVID-19 is a global health crisis that has caused extended school closures in the 2019–20 school year. These school closures jeopardize the ability of pupils to participate in certain extracurricular activities in the 2020–21 school year In order to timely prevent these hardships to pupils due to COVID-19, it is necessary that this act take effect immediately." To mitigate against those impacts, this Resolution will modify, for the 2020-21 year only, the minimum academic standards in Policy 71101.04 as follows: for determination of

eligibility, the applicable grading period shall be the immediately preceding semester; and the length of probation shall extend through the end of the 2020-21 year. AB 908 supersedes CIF Bylaw 205.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2020/21-BOT-05, by a roll call vote. [EXHIBIT A]

11.2 **Resolution No. 2020/21-B-07, Alternative Fuel School Bus Replacement Program Grant Funding Program Application Through South Coast Air Quality Management District (Roll Call Vote)** **ACTION ITEM**

Background Information:

The District is requesting to apply for South Coast Air Quality Management District (SCAQMD) funding under the Alternative Fuel School Bus Replacement Program Grant for the purchase of three new fully electric powered school buses. The grant is for \$400,000 for each school bus awarded, including sales tax. Additionally, SCAQMD will provide \$20,000, per school bus for infrastructure for every bus that is awarded. If approved, the District would utilize the grant funding for the number of school buses approved by the SCAQMD.

Current Consideration:

SCAQMD has posted an opportunity for school districts to apply for grants for 100 percent funding for new alternative fuel/fully electric school buses with up to 90-passenger capacity. SCAQMD will pay 100 percent of the purchase price, including sales tax, plus up to \$20,000, per bus for charging infrastructure. The applying school district must pay for any optional equipment above the "base model" bus price such as wheelchair lift, camera systems, and air conditioning.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2020/21-B-07, by a roll call vote. [EXHIBIT B]

BUSINESS SERVICES

11.3 **Board Policy, Multiple Policies, Second Reading (Roll Call Vote)** **INFORMATION/ACTION ITEM**

Background Information:

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

Current Consideration:

The Business Division has submitted the following policies for review and/or approval:

- 11.3.1 Revised Board Policy 81200 (1321), Solicitation of Funds from and by Students [EXHIBIT C]
- 11.3.2 Revised Board Policy 9801 (3290), Gifts, Grants, and Bequests [EXHIBIT D]
- 11.3.3 New Board Policy 7704.13 (3452), Student Activity Funds [EXHIBIT E]
- 11.3.4 Revised Board Policy 7704.12, Student Body Organizations [EXHIBIT F]
- 11.3.5 Revised Board Policy 9702 (3280), Sale or Lease of District-Owned Real Property [EXHIBIT G]
- 11.3.6 Revised Board Policy 9701.01 (1330), Community Use of School Facilities [EXHIBIT H]
- 11.3.7 Revised Board Policy 91401.08 (1330.1), Joint Use Agreements [EXHIBIT I]
- 11.3.8 New Board Policy 5304 (3511.1), Integrated Waste Management [EXHIBIT J]
- 11.3.9 Revised Board Policy 5204 (3514.1), Hazardous Substances [EXHIBIT K]
- 11.3.10 New Board Policy 5305 (3517), Facilities Inspection [EXHIBIT L]

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees review and/or approve the board policies listed above.

11.4 **Agreement, SGE Consulting Engineers**
(Roll Call Vote)

ACTION ITEM

Background Information:

The District has auditorium rigging systems in 17 schools. After years of use by staff, lighting systems have evolved, resulting in structural modifications. Since no interrelated plan for modifications was followed, there is a need to inspect and assess the structural cohesiveness of the existing systems. Since the breadth of the project is so wide, the District has been unsuccessful in attracting requests for proposals, related to all aspects of the project. The rigging inspections and potential repairs will be undertaken in three phases: Phase 1 will be an assessment of structural rigging systems, Phase 2 will require an engineer to develop a plan to remedy any identified structural deficiencies, and Phase 3 will be repairs and construction.

Current Consideration:

SGE Consulting Engineers (SGE), a structural engineering firm with experience in rigging systems, will be conducting the Phase 1 analysis, which will include reviewing the rigging conditions, determining the number of rigging assemblies requiring structural investigation, and assessing structural conditions.

Budget Implication:

SGE will provide Phase 1 services for a cost not to exceed \$12,935. (Routine Restricted Maintenance Fund)

Staff Recommendation:

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

11.5 **Agreement, Optimum Energy Design, LLC, Dust Collector Replacement** **ACTION ITEM**
(Roll Call Vote)

Background Information:

The woodshop dust collecting equipment at Orangeview Junior High School is obsolete, and inefficient due its reliance on a system of underground piping. It was originally designed to provide dust collecting coverage to workshop equipment; however, over the years other machinery was added in the workshop that was not covered by the dust collection system. Given the age of this system and its inefficiencies, the dust collecting equipment should be replaced.

Having a proper dust collecting system in the woodshop is important to support the air quality, and to keep work spaces and floors free from dust. A new overhead mounted dust collecting system will provide more dust containment, and will be easily cleaned and maintained. Having a reengineered system will provide dust collecting coverage to all machinery in the woodshop, and will minimize the noise produced while collecting the dust.

Three engineering firms were invited to submit proposals. The proposal submitted by Optimum Energy Design (OED) represented the best value to the District due to cost, and experience in engineering similar dust collection systems.

Current Consideration:

Optimum Energy Design, LLC (OED) is a full-service mechanical, plumbing, energy, fire protection engineering, and commissioning design firm. OED will design a new dust collecting system, obtain Division of State Architect (DSA) plan approval, and provide construction administration services.

Budget Implication:

OED will provide services at a cost not to exceed \$23,800. (Routine Restricted Maintenance Fund)

Staff Recommendation:

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

11.6 **Agreement, Optimum Energy Design, LLC, HVAC Assessment and Recommendations** **ACTION ITEM**
(Roll Call Vote)

Background Information:

The California Department of Public Health, COVID-19 Schools and Schools-Based Program Guidance, has identified ventilation to be considered to resume-in person instruction. Specifically, it identifies, "targeted filter rating of at least MERV 13." Inasmuch as the District has upward of 1,800 heating ventilation and air-conditioning (HVAC) units, it is necessary to determine which of our units, if any, may be negatively affected by the use of MERV 13 filters. This is because higher MERV filters have higher resistance due to their density and may cause unintended negative consequences to the HVAC units.

Current Consideration:

The District has engaged Optimum Energy Design (OED) to provide consulting mechanical services to A) Assess and determine which of the District's HVAC units will be suitable to receive MERV13 filters with no impact to the operation of the HVAC units, and which HVAC units will have complications when using the MERV 13 filters; and B) Provide a

recommendation plan and measures to address the HVAC air treatment for COVID-19 in instructional spaces.

Budget Implication:

OED will provide services at a cost of \$42,800 for Task A and, \$13,000 for Task B, for a total not to exceed cost of \$55,800. (Learning Loss Mitigation Fund)

Staff Recommendation:

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

11.7 **Agreement, Petra Structural Engineers, Inc.**
(Roll Call Vote)

ACTION ITEM

Background Information:

During a routine maintenance inspection of the facilities at Anaheim High School, staff noticed a potential structural issue in a wall. A full evaluation of the physical status of the wall is beyond the capacity of District staff and requires a structural engineer. The Maintenance and Operations Department requested proposals from structural engineering firms for inspection and/if appropriate, to design a restoration plan. The proposal from Petra Structural Engineers (Petra) was the most responsive.

Current Consideration:

Petra, a structural engineering firm with experience in similar K-12 projects, will be assessing the wall to determine if a structural restoration is needed. Petra will design the required structural remediation, obtain Division of State Architect (DSA) plan approval, and provide construction administration services.

Budget Implication:

Petra will provide services at a cost not to exceed \$15,000. (Routine Restricted Maintenance Fund)

Staff Recommendation:

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

EDUCATIONAL SERVICES

11.8 **Revised Board Policy 71105 (6146.1), High School**
Graduation Requirements, First Reading

INFORMATION ITEM

Background Information:

Board Policy 71105 (6146.1), High School Graduation Requirements, sets forth the District's commitment to ensure students are provided the opportunity to become College, Career and Life Ready. The District's graduation requirements are designed to ensure proficiency on curriculum standards, provide a common base of general education, encourage academic excellence and participation in enrichment studies, and comply with California law. Our graduation policy drives decisions in terms of District practices and protocols. Included as part of Board Policy 71105 (6146.1), High School Graduation Requirements, is the requirement to take a course that meets the digital literacy requirement. This requirement has been in place for the past nine years. The vision of this requirement was to make the skills related to digital literacy a part of their experience in the District. Currently, courses that meet the digital literacy graduation requirement embed a digital literacy unit. Students explore concepts surrounding internet safety, cyberbullying, netiquette, digital literacy, plagiarism, and maintaining a digital footprint.

Current Consideration:

These digital literacy concepts are more important now than ever before. Therefore, the District has begun to intentionally design digital literacy experiences that are integrated across content areas and grade levels, from junior high to high school. This includes unpacking components of digital literacy, such as netiquette, internet safety, cyberbullying, online privacy, social engineering, and cybersecurity overview. The District is also designing a scope and sequence for an ongoing set of targeted standards to be regularly addressed by District teachers of all subject areas at all grade levels. This revision of Board Policy 71105 (6146.1), High School Graduation Requirements, removes the digital literacy requirement. The original vision of making digital literacy skills and competencies a part of every student's experience here in the District will not only continue, but will be intentionally enhanced across all six years of their journey.

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 revised Board Policy 71105 (6146.1), High School Graduation Requirements. [EXHIBIT Q]

11.9 **Memorandum of Understanding, (MOU), Southern California** ***ACTION ITEM***
Permanente Medical Group (SCPMG)
(Roll Call Vote)

Background Information:

The Occupational Safety and Health Administration (OSHA) (29 CFR 1910.134) requires an annual respirator fit test to confirm the fit of any respirator that forms a tight seal on the wearer's face before it is used in the workplace. This ensures that users are receiving the expected level of protection by minimizing any contaminant leakage into the face piece. SCPMG, through its Occupational Health Centers collectively known as Kaiser Permanente On-the-Job, provides occupational health and safety services for current and prospective employees of an organization. These services include reviews of respirator questionnaires, respirator fit testing, respirator physical exams, as well as other services. SCPMG provides complete documentation of the services provided.

Current Consideration:

In preparation for students to return to campus, procedures have been identified that will require staff members to wear a respirator, otherwise referred to as a N95 respirator. SCPMG will provide fit testing for those staff that will be required to wear the N95 respirator to perform those identified procedures. Services are being provided from July 22, 2020, through July 22, 2021.

Budget Implication:

The total cost is not to exceed \$5,000. (Learning Loss Mitigation Fund and Governor's Emergency Education Relief Fund)

Staff Recommendation:

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

11.10 **Agreement, Cybersecurity Services, Orange County Superintendent of Schools (OCDE)**
(Roll Call Vote)

ACTION ITEM

Background Information:

The Orange County Department of Education (OCDE) received approval to hire a cybersecurity architect to support Orange County districts. The purpose of the hire is to help districts maintain a stronger cybersecurity posture. Costs for this new position are passed through to Orange County districts based on enrollment size.

Current Consideration:

Cybersecurity services will be provided through the Orange County Superintendent of Schools. Cybersecurity services consist of security awareness training, security assessments, security program road mapping, security program document development, vulnerability assessments, and security testing. Services are being provided July 1, 2020, through June 30, 2021.

Budget Implication:

The total cost is not to exceed \$8,000. (General Fund)

Staff Recommendation:

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

11.11 **Agreement, T-Mobile, Inc. (Project 10 Million)**
(Roll Call Vote)

ACTION ITEM

Background Information:

On October 11, 2018, the Board of Trustees approved the 1Million Project (1MP). Their mission is to help one million high school students reach their full potential by ensuring they have the devices and connectivity necessary to succeed in school and achieve their goals. Thus far, they have provided services to more than 350,000 students, including more than 1,500 District students. In September 2020, T-Mobile announced that Project 10 Million will supplant the 1Million Project. T-Mobile has committed \$10 billion over five years to ensure students have connectivity at home.

Current Consideration:

Project 10 Million gives eligible households 100GB of data per year and a free mobile hotspot for five years. The District can elect to update plans for students that need more access to data. Plans include a \$12 per unit, per month cost to access an additional 100GB 4G LTE data per month or \$15 per month, per unit for unlimited 4G LTE. The District has been approved to receive up to 2,650 units. Students that are eligible for the National School Lunch Program can participate in Project 10 Million.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

11.12 **Contract, Los Angeles County Office of Education**
(Roll Call Vote)

ACTION ITEM

Background Information:

The Los Angeles County Office of Education (LACOE) is the state leader in youth civic learning and has provided consulting support for District teachers for seven years. The impact of high quality civic learning includes improvement of civic and social emotional learning, workplace and college skills, as well as school culture.

Current Consideration:

The Los Angeles County Office of Education will provide customized professional development on implementing the California Democracy School civic learning protocols for the North Orange County Regional Occupational Program (NOCROP) teachers of the District. Services are being provided November 2, 2020, through November 30, 2020.

Budget Implication:

The total cost for these services is not to exceed \$4,000. (Learning Loss Mitigation Fund)

Staff Recommendation:

It is recommended that the Board ratify the contract. [EXHIBIT U]

11.13 **Agreement, Formative**
(Roll Call Vote)

ACTION ITEM

Background Information:

The District is required to extend certain federal categorical program resources to private schools within its boundaries. Coronavirus Aid, Relief, and Economic Security (CARES) Act funds are federal funds subject to equitable services provisions. The District has long partnered with Servite High School to provide services to their students and staff.

Current Consideration:

Formative provides a comprehensive formative teaching and assessment solution for schools. Live student responses and student growth are tracked over time and aligned to standards. Services will be provided November 20, 2020, through June 30, 2021.

Budget Implication:

The total cost for these services is not to exceed \$5,958. (ESSER Fund)

Staff Recommendation:

It is recommended that the Board approve the agreement. [EXHIBIT V]

11.14 **Customer Agreement, Newsela, Inc.**
(Roll Call Vote)

ACTION ITEM

Background Information:

Newsela offers a comprehensive collection of resources: articles, text sets to support content in all subject areas, primary documents, famous speeches, historical fiction, and multimedia. These timely and relevant works support the District's goal of developing an informed, thoughtful citizenry. With a click of a button, teachers and students can adjust reading levels to make content accessible to all students. Each Newsela article is readable at five reading levels. This differentiation tool allows students of various reading abilities to read the same article and enables teachers to more effectively structure classroom learning.

Current Consideration:

The District would like to use this resource as a way of addressing learning loss and creating additional engagement for students. These services will be provided for junior high school students. Services are being provided October 19, 2020, through April 30, 2021.

Budget Implication:

The total cost for these services is not to exceed \$12,000. (Learning Loss Mitigation Fund)

Staff Recommendation:

It is recommended that the Board ratify the agreement. [EXHIBIT W]

11.15 **Affiliation Agreement, University of California, Los Angeles (UCLA) ACTION ITEM**
Campus Life/Community Programs Office
(Roll Call Vote)

Background Information:

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

Current Consideration:

HOPE will partner with Gilbert High School to provide additional support to enrolled students. The agreement is effective October 23, 2020, through May 19, 2021, or the last day of the 2020-21 year.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

11.16 **Educational Consulting Agreement, Get Inspired ACTION ITEM**
(Roll Call Vote)

Background Information:

Get Inspired is a registered nonprofit 501(c)(3) organization. Founder, Executive Director, and Chief Marine Biologist, Nancy Caruso, works with educators, students, and community members in the classroom and in the field. Get Inspired's programs are designed to inspire stewardship and curiosity for the natural world through the exploration of science. Programs include Orange County ocean restoration projects, aquaponics, and science expeditions.

Current Consideration:

District science teachers will partner with Get Inspired to engage students in an ongoing research project conducted along our Southern California coastline. Students will engage with Nancy Caruso as they learn about a local phenomena/problem by asking questions, engaging in virtual discussions, constructing explanations, and proposing potential solutions. This is an opportunity for our students to engage in a real world science research project, explore future career options in marine science and engineering, and the District to

potentially develop a future Anaheim's Innovative Mentoring Experience (AIME) partner. Services are being provided October 19, 2020, through May 27, 2021.

Budget Implication:

The total cost for these services is not to exceed \$15,000. (Learning Loss Mitigation Fund)

Staff Recommendation:

It is recommended that the Board ratify the agreement. [EXHIBIT Y]

11.17 **Educational Consulting Agreement, Cal State Fullerton Philanthropic Foundation Inc./CSUF Center for Entrepreneurship** **ACTION ITEM**
(Roll Call Vote)

Background Information:

The Center for Entrepreneurship at California State University, Fullerton (CSUF), is an award-winning Center of Excellence at the College of Business and Economics. The center teaches, coaches, and leads the principled, cross-disciplinary practice of entrepreneurship, with a focus on creating an entrepreneurial culture, which benefits the community.

Current Consideration:

The District would like to enter into a consulting agreement with the CSUF Center for Entrepreneurship to assist with the marketing of two of the District's Exclusive Career Pathways: the Biotechnology pathway at Anaheim High School and the Kennedy Institute of Technology and Engineering at Kennedy High School. Students in the center's Master in Business Administration (MBA) program, with guidance from their professors, will conduct a stakeholder analysis, develop a marketing plan, and make recommendations to these programs. Services are being provided September 1, 2020, through December 18, 2020.

Budget Implication:

The total cost for these services is not to exceed \$5,990. (General Fund)

Staff Recommendation:

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

11.18 **School-Sponsored Student Organization** **ACTION ITEM**
(Roll Call Vote)

Background Information:

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

Current Consideration:

The following schools have submitted a school-sponsored student organization application:

- 11.18.1 SeaPerch, Cypress High School [EXHIBIT AA]
- 11.18.2 Eastern Medicine Club, Cypress High School [EXHIBIT BB]
- 11.18.3 Liberty of North Korea, Cypress High School [EXHIBIT CC]
- 11.18.4 Ted-Ed Student Talks, Cypress High School [EXHIBIT DD]
- 11.18.5 Math Honor Society, Kennedy High School [EXHIBIT EE]

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.

HUMAN RESOURCES

11.19 **Proposed 2021-22 Student/Teacher Calendar**
(Roll Call Vote)

ACTION ITEM

Background Information:

The Student/Teacher Calendar is an instructional calendar that is negotiated between the District and the Anaheim Secondary Teacher's Association (ASTA). The District and ASTA engaged in negotiations and reached a tentative agreement for Student/Teacher Calendar for the 2021-22 year.

Current Consideration:

The 2021-22 Student/Teacher Calendar specifies all teacher start/end dates, student start/end dates, vacation periods, and holidays. Additionally, the calendars designate dates for staff development days/non-student days, quarters, semesters, and deadlines for progress reports and grades.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt the 2021-22 Student/Teacher Calendar.
[EXHIBIT FF]

11.20 **Public Hearing, Disclosure of Collective Bargaining**
Agreement with AFSCME

INFORMATION ITEM

Background Information:

The Board of Trustees must hold a public hearing to hear comments related to the collective bargaining agreement with the American Federation of State, County, and Municipal Employees (AFSCME) for 2019-20, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

Current Consideration:

After the negotiation process with AFSCME 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.

11.21 **Adoption of the 2019-20 Collective Bargaining Agreement with AFSCME (Roll Call Vote)**

ACTION ITEM

Background Information:

The District entered into contract negotiations with the American Federation of State, County, and Municipal Employees (AFSCME) for a successor agreement after proposals were brought forth by both parties in March 2020. Negotiations were held and a tentative agreement was reached by both parties and ratified by AFSCME.

Current Consideration:

The tentative agreement is for the 2019-20 year. The tentative agreement includes a 0.50 percent off schedule bonus and a 0.50 percent increase on the salary schedule retroactive to July 1, 2019. The agreement also includes other contract language changes.

Budget Implication:

The increase for the 0.50 percent off schedule bonus will cost \$226,200 and a 0.50 percent salary schedule increase will impact the budget with an additional estimated expense of \$135,400 per year. (General Fund)

Staff Recommendation:

It is recommended that the Board of Trustees adopt the agreement. [EXHIBITS GG and HH]

11.22 **Revised Board Policy 8708, Sexual Harassment, Students, First Reading**

INFORMATION ITEM

Background Information:

Board Policy 8708, Sexual Harassment, Students, provides the procedure for students to make complaints alleging sexual harassment. The policy was last revised in 2019.

Current Consideration:

The Board of Trustees is requested to review the first reading of revised Board Policy 8708, Sexual Harassment, Students. The revised policy includes new language to ensure compliance.

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 revised Board Policy 8708, Sexual Harassment, Students. [EXHIBIT II]

11.23 **Revised Board Policy 6106; 6106-R, Sexual Harassment, Employees and Applicants, First Reading** **INFORMATION ITEM**

Background Information:

Board Policy 6106; 6106-R, Sexual Harassment, Employees and Applicants, provides the procedure for District employees and applicants to make complaints alleging sexual harassment. The policy was last revised in 2018.

Current Consideration:

The Board of Trustees is requested to review the first reading of revised Board Policy 6106; 6106-R, Sexual Harassment, Employees and Applicants. The revised policy includes new language to ensure compliance.

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 revised Board Policy 6106; 6106-R, Sexual Harassment, Employees and Applicants. [EXHIBIT JJ]

11.24 **Revised Board Policy 6201.02, Reasonable Accommodation, First Reading** **INFORMATION ITEM**

Background Information:

Board Policy 6201.02, Reasonable Accommodation, provides information regarding reasonable accommodations for District employees and applicants. The policy was last revised in 1995.

Current Consideration:

The Board of Trustees is requested to review the first reading of revised Board Policy 6201.02, Reasonable Accommodation. The revised policy includes new language to ensure compliance.

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 revised Board Policy 6201.02, Reasonable Accommodation. [EXHIBIT KK]

11.25 **Compensation for Assistant Superintendent, Business Services (Roll Call Vote)** **ACTION ITEM**

Staff Recommendation:

Employment agreements are required for unrepresented upper-level management employees. It is recommended that the Board of Trustees discuss and approve the compensation for assistant superintendent, Business Services.

SUPERINTENDENT'S OFFICE

11.26 **California School Boards Association (CSBA) Delegate Assembly Nominations** **(Roll Call Vote)**

ACTION ITEM

Background Information:

CSBA's Delegate Assembly is a vital link in the association's governance structure. Working with local districts and county offices, as well as 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.

Current Consideration:

In past years, Anaheim Union High School District automatically had one CSBA Delegate Assembly Representative due to the size of our District. The District was also able to nominate an additional Trustee to run for election as an additional representative to the Delegate Assembly. The District has fallen below the required 30,000 ADA and is therefore no longer able to make the automatic appointment to the Delegate Assembly.

If it is the consensus of the Anaheim Union High School District Board of Trustees, the Board may submit a letter of nomination for one or more of its own Board members to run for election as Delegate Assembly representatives. All Region 15 Board members will vote on the open seats. The term of office is April 1, 2021, through March 31, 2023.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees determine whether or not to nominate a Board member(s) to run for election as a representative to the CSBA Delegate Assembly.

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

ACTION ITEM

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

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

BUSINESS SERVICES

12.1 **Post-Termination Agreement Amendment, Benefit and Risk Management Services, Inc.**

Background Information:

The District utilizes Benefit and Risk Management Services, Inc. (BRMS), as the third-party administrator (TPA) to support the management and oversight of the Preferred Provider

Organization (PPO) and Exclusive Provider Organization (EPO) services. This agreement will terminate on December 31, 2020.

Current Consideration:

As BRMS will no longer be the District's TPA, a post-termination agreement is required for BRMS to manage and process PPO and EPO run out claims received for services rendered during their active service agreement, as well as deny any untimely claims. The post-termination agreement is valid January 1, 2021, through December 31, 2021.

Budget Implication:

Fees are based on the total claims processed, and actuals may vary, and are estimated to be approximately \$216,740. (Health and Welfare Fund)

Staff Recommendation:

It is recommended that the Board of Trustees approve the post-termination agreement amendment. [EXHIBIT LL]

12.2 **Agreement, Claims Retention Services, Inc.**

Background Information:

The District has utilized Claim Retention Services, Inc. (CRS), since 2007, as a third-party administrator for claims within the self-insured retention of \$25,000 for property claims, and \$50,000 for liability claims.

Current Consideration:

Approval of the agreement would allow CRS to continue to administer the District's property and liability claims program, January 1, 2021, through December 31, 2022. Claims administration services would include those claims.

Budget Implication:

The fixed rate fee for property and liability claims administration that occur within the self-insured retention of the District would be \$24,000 per year. Investigative and mileage expenses would be billed on a time and expense basis, as needed at a rate of \$80 per hour. Investigative expenses may include, but not limited to, expert and professional assistance, including photography, laboratory services, property damage appraisals, on-site investigation and witness statements, copying material and other records, trial preparation, as well as professional engineering services. (General Fund)

Staff Recommendation:

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

12.3 **Selection of Firm for a Design-Build Solar Photovoltaic (PV) System—RFP #2020-07**

Background Information:

The District issued RFP #2020-07 inviting firms to submit qualifications and proposals to support the District's endeavor to maximize energy savings and efficiency through the use of solar technology. The Board of Trustees subsequently authorized the negotiations of services for a Design-Build Solar Photovoltaic (PV) System to procure a contract for energy conservation services pursuant to Government Code Section 4217.10 et seq.

Current Consideration:

After a review of the submitted qualifications and proposals, and interviews of shortlisted firms, staff recommends to the Board of Trustees the selection of PFMG Solar, LLC as the

solar provider based on the fact it achieved the highest best value score pursuant to the criteria set forth in the request for proposals (RFP). Next, staff will commence negotiations with PFMG Solar, LLC for the final agreement that will be based on a power purchase agreement (PPA). The PPA will be presented to the Board of Trustees for ratification at a future Board meeting.

Budget Implication:

There is no budget impact for the selection of the solar provider for the Design-Build Solar Photovoltaic (PV) System. Staff anticipates that energy expenditures will be greatly reduced with the installation of Districtwide solar arrays.

Staff Recommendation:

It is recommended that the Board approve the selection of PFMG Solar, LLC as the solar provider pursuant to RFP #2020-07, award a PPA to PFMG Solar, LLC for the Design-Build Solar Photovoltaic (PV) System, and delegate authority to the superintendent or designee to: (1) negotiate and enter into a PPA; and (2) take all steps and perform all actions necessary to execute and implement the PPA with related components, and to take any actions deemed necessary to best protect the interest of the District, all subject to ratification by the Board of Trustees.

12.4 **Agreement Amendment, Ghataode Bannon Architects**

Background Information:

In 2015, the District issued RFP 2015-24 for Architectural and Engineering Services, pursuant to Government Code Section 53060, seeking qualified firms to provide professional services for the District's construction projects. Ghataode Bannon Architects (GBA) has been providing architectural and engineering design 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 GBA as required for the ongoing Measure H projects, and other construction work associated with the Maintenance and Facilities departments. An amendment to the agreement is required to extend the services with GBA. The firm has prior knowledge of the District's facilities, projects, and standard procedures. The amended agreement will be signed following Board approval.

Budget Implication:

The amendment to the agreement will not increase the previously board approved not to exceed amount, but will instead extend services through June 30, 2021. The other terms and conditions of the agreement will remain unchanged. (Measure H Fund, Facilities Fund, Routine Restricted Maintenance Fund, and various funds as appropriate)

Staff Recommendation:

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

12.5 **Agreement Amendment, Perkins Eastman Architects, DPC**

Background Information:

In 2015, the District issued RFP 2015-24 for Architectural and Engineering Services, pursuant to Government Code Section 53060, seeking qualified firms to provide professional

services for the District's construction projects. Perkins Eastman Architects, DCP (Perkins Eastman) has been providing architectural and engineering design 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 Perkins Eastman as required for the ongoing Measure H projects, and other construction work associated with the Maintenance and Facilities departments. An amendment to the agreement is required to extend the services with Perkins Eastman. The firm has prior knowledge of the District's facilities, projects, and standard procedures. The amended agreement will be signed following Board approval.

Budget Implication:

The amendment to the agreement will not increase the previously Board approved not to exceed amount, but will instead extend services through June 30, 2021. The other terms and conditions of the agreement will remain unchanged. (Measure H Fund, Facilities Fund, Routine Restricted Maintenance Fund, and various funds as appropriate)

Staff Recommendation:

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

12.6 **Award of Bid**

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

<u>Bid#</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2021-05	Cook Auditorium Hazardous Material Abatement (Routine Restricted Maintenance Fund)	Asbestos Instant Response, Inc.	\$175,677

Staff Recommendation:

It is recommended that the Board of Trustees award Bid #2021-05.

12.7 **Ratification of Change Orders**

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

Bid #2020-18, Orangeview Junior High School New Marquee Installation (Measure H Fund) JM & J Contractors	P.O. #P64A0064
Original Contract	\$97,690
Change Order #1 [EXHIBIT PP]	\$(6,431)
New Contract Value	\$91,259
 Bid #2021-02, Trident Education Center Healthy Smiles Trailer Site Improvements (Healthy Smiles) IVL Contractors, Inc.	 P.O. #P64A0133
Original Contract	\$64,440
Change Order #1 [EXHIBIT QQ]	\$(3,050)
New Contract Value	\$61,390

Staff Recommendation:

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

12.8 **Notices of Completion**

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

Bid #2020-18, Orangeview Junior High School	P.O. #P64A0064
New Marquee Installation (Measure H Fund)	
JM & J Contractors	
Original Contract	\$97,690
Contract Changes	\$(6,431)
Total Amount Paid	\$91,259

Bid #2021-02, Trident Education Center	P.O. #P64A0133
Healthy Smiles Trailer Site Improvements (Healthy Smiles)	
IVL Contractors, Inc.	
Original Contract	\$64,440
Contract Changes	\$(3,050)
Total Amount Paid	\$61,390

Staff Recommendation:

It is recommended that the Board of Trustees authorize the superintendent or designee to accept Bid #2020-18 and Bid #2021-02 as complete, and authorize the filing of the notices of completion with the Office of the County Recorder.

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

Staff Recommendation:

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

12.10 **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 SS]

12.11 **Donations**

Staff Recommendation:

It is recommended that the Board of Trustees accept the donations as submitted. [EXHIBIT TT]

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

Staff Recommendation:

It is recommended that the Board of Trustees ratify the reports October 6, 2020, through November 5, 2020. [EXHIBITS UU and VV]

12.13 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report October 6, 2020, through November 5, 2020. [EXHIBIT WW]

12.14 SUPPLEMENTAL INFORMATION

12.14.1 ASB Fund, August 2020 [EXHIBIT XX]

12.14.2 Cafeteria Fund, August 2020 [EXHIBIT YY]

12.14.3 Enrollment, Month 2 [EXHIBIT ZZ]

EDUCATIONAL SERVICES

12.15 **Amendment, Memorandum of Understanding (MOU), Heads Up Checkup**

Background Information:

Heads Up Checkup is an easy-to-use, digitally delivered universal screening tool that effectively supports educational institutions in quickly identifying mental health issues and students at risk for violent behavior. The tool can be used for students aged 12-17 and is available in English and Spanish. It allows districts to identify students who may have psychosocial issues who have not yet been identified.

Current Consideration:

The Mental Health Task Force, which includes community partners, established a workgroup focused on the implementation of a screening tool. The District will use this tool to screen all 7th and 9th grade students. The amendment reflects clarification on the new plan to screen all 7th and 9th grade students. The additional language reflects additional costs related to the increased number of students being screened. Services will be provided November 20, 2020, through June 30, 2021.

Budget Implication:

The total cost for these services is not to exceed \$49,910. (Learning Loss Mitigation Fund)

Staff Recommendation:

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

12.16 **Educational Consulting Agreement, Dr. Fernando Rodriguez-Valls**

Background Information:

The District currently serves over 500 English Learners who have enrolled in United States (U.S.) schools less than three years. In order to accelerate their English language acquisition, the District will continue the Virtual Summer Language Academy, a four-week enrichment program during the month of June that will serve over 100 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. Dr. Rodríguez-Valls has 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 for second language learners and migrant students, as well as 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 virtual curriculum to fit the needs of the District English Learner students. His services will also include a virtual professional development for District staff, teachers, and support staff, as well as virtual classroom observations, collection and analyzing of data, including a written report of the second-year program. Services will be provided November 20, 2020, through July 31, 2021.

Budget Implication:

The total cost for these services is not to exceed \$11,000. (Learning Loss Mitigation Fund and ESSER Fund)

Staff Recommendation:

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

12.17 **Memorandum of Understanding (MOU), SETI Institute**

Background Information:

The SETI Institute is a nonprofit scientific research and educational organization dedicated to exploring the nature of life in the universe and applying the knowledge to inspire and guide generations of people interested in astronomy. Since 2011, the SETI Institute has partnered with the NASA Airborne Astronomy Ambassador (AAA) program. The AAA program is focused on NASA's Stratospheric Observatory for Infrared Astronomy (SOFIA), the largest airborne observatory in the world. Over several years, District physics and earth science teachers have had the opportunity to fly on SOFIA. Participation in the past AAA programs included professional learning support, access to astrophysics curriculum to execute with their students, and an opportunity to interact with and learn from the scientists, engineers, and flight crew aboard SOFIA. Nine teachers have participated in the AAA program over the last three cycles.

Current Consideration:

The District would once again like to partner with the SETI Institute in order to continue to offer the AAA opportunity to teachers across the District. The purpose of the MOU is to establish an agreement between the Institute and the District that will foster development and delivery of science teacher professional learning, support classroom implementation of a NASA AAA science curriculum, enable measurement of student standard-based learning outcomes, and enable measurements of student attitudes toward Science, Technology, Engineering, and Mathematics (STEM), learning, and careers. Services will be provided November 20, 2020, through July 1, 2022.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve the MOU. [EXHIBIT CCC]

12.18 **Agreement, Syscloud, Inc.**

Background Information:

Syscloud provides a suite of tools to help organizations manage their G-Suite (Google) and Office 365 cloud environments. Their toolset includes policy compliance and backup, as well as recovery features.

Current Consideration:

The District uses Syscloud to recover Google documents when staff or students cannot find files or if they need an earlier version of a file. Syscloud is also used to alert administrators when there is content in Google documents that may indicate cyberbullying and/or self-harm. In the final use case, the District uses Syscloud as part of its cybersecurity posture leveraging features related to ransomware and phishing. Services will be provided November 20, 2020, through November 19, 2021.

Budget Implication:

The total cost is not to exceed \$25,200, including taxes. (General Fund)

Staff Recommendation:

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

12.19 **Amendment, Agreement, Apex Learning**

Background Information:

Apex Learning has provided the digital curriculum for the Independent Learning Centers and credit recovery labs at each of the comprehensive high schools since 2010. The Apex digital curriculum allows students to access a broad range of University of California (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, and provide students with performance feedback.

Current Consideration:

The District would like to expand the current number of licenses in order to serve additional students. Services will be provided November 20, 2020, through June 30, 2021.

Budget Implication:

The total cost for these services is not to exceed \$16,666. (Learning Loss Mitigation Fund and LCFF Fund)

Staff Recommendation:

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

12.20 **Service Agreement, Strong Workforce Program (SWP) K12 Pathway Improvement Grant (Round 2)**

Background Information:

The Strong Workforce Program (SWP) K12 Pathway Improvement Grant administered by the California Community College Chancellor's Office (CCCCO) has been established to provide funds to create, support, or expand high-quality career technical education (CTE)

programs at the K-12 level that are aligned with the workforce development efforts occurring through the Strong Workforce Program. The SWP developments within each region are informed by the SWP Regional Plan.

The District opted into a joint application with the Orange County Department of Education (OCDE) focused on two initiatives: Automation, New Technologies, and Opportunities, as well as Business and Entrepreneurship.

Current Consideration:

SWP funding was awarded to OCDE. OCDE would like to enter into a service agreement with the District to implement these initiatives. OCDE will provide the funding to the District in the amount of \$436,684. The funding will provide professional learning for teachers, workshops for students, improvement of the dual enrollment opportunities for students, and curriculum development focused on these two initiatives. In addition, funding provides additional staff to support these activities. Services are being provided July 1, 2020, through December 31, 2022.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board ratify the service agreement. [EXHIBIT FFF]

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

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Staff Recommendation:

It is recommended that the Board of Trustees ratify the MOU between the District and HBUHSD. [EXHIBIT GGG]

12.22 **Individual Service Contracts**

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the individual service contracts as submitted. (Special Education Fund) [EXHIBIT HHH]

12.23 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee (IMRC) recommended the selected material for display, for courses in dual enrollment. 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, November 20, 2020, through December 15, 2020.

Staff Recommendation:

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

HUMAN RESOURCES

12.24 **Agreement, California State Polytechnic University, Pomona**

Background Information:

The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their field work requirements and to gain valuable experience in a professional setting within our District schools. The District has had a student teaching agreement in place with California State Polytechnic University, Pomona since 2001.

Current Consideration:

This agreement provides the opportunity for university students to provide supervised support to District students and staff while completing their education in one of the following programs: internships, fieldwork, field practicums, supervised field placement, student teaching and any substantially similar program.

Students will work under the supervision of District personnel relevant to their field of study to develop skills that prepare them for a career in education. This agreement provides opportunities for all students and interns in their respective fields to observe, participate, and assist. Additionally, District personnel will model professional attire, development, and conduct. This agreement will be in effect July 1, 2020, through June 30, 2023. The agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

12.25 **Memorandum of Understanding (MOU), The Association of California School Administrators (ACSA) Foundation for Educational Administration (FEA)**

Background Information:

Obtaining a Clear Administrative Services credential is a requirement for all employees serving in an administrator position. To obtain the credential, individuals must enroll in a program authorized by the California Commission on Teacher Credentialing (CTC), as well as complete coursework and a minimum number of hours. Due to an increasing number of new administrators at the District in recent years, the District collaborated with the Association of California School Administrators (ACSA) to establish a cohort to complete a clear credential program. By serving as a host site, this ensures the program meets the District's high standards for leadership development.

The Network of ACSA Clear Administrative Credential Local Programs (CACLP-Net) was created and is administered through a partnership with ACSA, the Foundation for Educational Administration (FEA), and Local Education Agencies. This partnership includes ACSA-FEA Affiliated Local Programs to provide ACSA's approved Commission on Teacher Credentialing Clear Administrative Credential Program outcomes.

The MOU between ACSA-FEA and the District allows administrators to be trained as administrative coaches/mentors.

Current Consideration:

The purpose of this agreement is to provide the District the ability to train administrators as coaches/mentors and serve as the credentialing institution for administrators enrolled in the Clear Administrative Credential Program. Online and in-person training will be scheduled for specific dates during the 2020-21 year. Services are being provided July 1, 2020, through May 31, 2021. The agreement will be signed following Board approval.

Budget Implication:

The total cost is not to exceed \$2,685. (General Fund)

Staff Recommendation:

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

12.26 **Agreement, Investigative Services, The Sobel Group, Inc.**

Background Information:

The District is required to investigate formal complaints filed by employees, parents, or students. In certain circumstances, an investigation firm is needed to provide an impartial third party to conduct the investigation.

Current Consideration:

The consulting agreement provides investigative services for the period of December 14, 2020, through December 13, 2022, with the option to renew for up to three additional annual terms upon approval by the assistant superintendent of Human Resources.

Budget Implication:

The total cost is not to exceed \$40,000 annually. (General Fund)

Staff Recommendation:

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

12.27 **2019-20 Williams Settlement Legislation Review Report**

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

12.28 **Certificated Personnel Report**

Staff Recommendation:

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

12.29 **Classified Personnel Report**

Staff Recommendation:

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

SUPERINTENDENT'S OFFICE

12.30 **Board of Trustees' Meeting Minutes**

12.30.1 September 15, 2020, Regular Meeting [EXHIBIT PPP]

12.30.2 September 24, 2020, Special Meeting [EXHIBIT QQQ]

12.30.3 October 15, 2020, Regular Meeting [EXHIBIT RRR]

Staff Recommendation:

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

13. SUPERINTENDENT AND STAFF REPORT

INFORMATION ITEM

14. BOARD OF TRUSTEES' REPORT

INFORMATION ITEM

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

15. ADVANCE PLANNING

INFORMATION ITEM

15.1 **Future Meeting Dates**

The annual organization meeting of the Board of Trustees is set to be held on Tuesday, December 15, 2020, at 4:00 p.m.

15.2 **Suggested Agenda Items**

16. ADJOURNMENT

ACTION ITEM

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by 5:00 p.m. on Tuesday, November 17, 2020.

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

COVID-19, EFFECTS ON PARTICIPATION IN EXTRACURRICULAR/CO-CURRICULAR
ACTIVITIES:
MINIMUM ACADEMIC STANDARDS

RESOLUTION NO. 2020/21-BOT-05

November 19, 2020

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

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

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

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

WHEREAS, on March 19, 2020, the Governor of California issued Executive Order N-33-20, also known as the Stay at Home Order; and

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

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

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

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

WHEREAS, the COVID-19 pandemic has had immeasurable impacts on student health and well-being; and

WHEREAS, for many students, extracurricular activities are the glue that connects them to and engages them in school; and

WHEREAS, the minimum academic standards for student participation in extracurricular and cocurricular activities in the Anaheim Union High School District are set forth in Board of Trustees Policy 71101.04; and

WHEREAS, to mitigate against the hardships and negative impacts caused by the pandemic jeopardizing the ability of students to participate in extracurricular activities during the current school year, the Governor signed Assembly Bill No. 908 (AB 908) on September 11, 2020, as urgency legislation taking immediate effect, authorizing school district governing boards to adopt a policy that would allow a probationary period to exceed one semester in length through the completion of the 2020-2021 school year; and

WHEREAS, AB 908 supersedes California Interscholastic Federation Bylaw 205; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Anaheim Union High School District modifies, for the 2020-2021 school year only, the minimum academic standards in Policy 71101.04 as follows:

- For determination of eligibility to participate in extracurricular and cocurricular activities, the applicable grading period shall be the immediately preceding semester; and
- The length of any probation under Policy 71101.04 shall extend through the end of the 2020-2021 school year.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on November 19, 2020, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 19th day of November, 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 19th day of November 2020.

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

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

FOR AUTHORIZATION TO APPLY FOR AND SECURE GRANT FUNDING FROM THE
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT PA #2021-02 ELECTRIC
SCHOOL BUS FUNDING

RESOLUTION NO. 2020/21-B-07

November 19, 2020

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

WHEREAS, the Board of Trustees of the Anaheim Union High School District of Orange County, State of California, has determined the District's transportation needs; and

WHEREAS, the District is in need of three additional school buses under PA #2021-02 released by the South Coast Air Quality Management District (SCAQMD) at the October 2, 2020, SCAQMD Board Meeting, and said program to be administered by the SCAQMD when awards are announced at the SCAQMD Board meeting on April 2, 2021; and

WHEREAS, this grant is for the purchase of fully electric school buses with no school district matching funds. The grant application process for these SCAQMD electric school buses requires that the school board consent in advance through this resolution to committing to pay for any additional options above the grant amount, such as required special needs equipment, and air conditioning that might be included on the bus granted and ordered from the bus vendor. The Board of Trustees by this resolution is also showing that they are fully committed to obtaining these grants and following through with all of the requirements of this grant program; and

WHEREAS, the addition of any options is to be paid by Anaheim Union High School District. Options such as side storage compartments, driver air ride seat, and air brakes will be discussed with staff and vendor prior to bus purchase if grant is awarded.

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Anaheim Union High School District does hereby authorize District representative Matthew Thomas, director of Transportation, to apply for and secure all possible funding for the purchase of up to three electric school buses with a commitment by the Board of Trustees through this resolution to pay for all optional equipment added to the 'base bus' costs, on any buses granted through the SCAQMD Electric School Bus Funding Program, PA #2021-02.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees on November 19, 2020, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees therefore, 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 19th day of November 2020, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of November 2020.

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

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

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

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

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

Solicitations on Behalf of the School

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

Legal Reference:**EDUCATION CODE**

51520 Prohibited solicitations on school premises

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

BUSINESS AND PROFESSIONS CODE

17510-17510.95 Charitable solicitations

PENAL CODE

319-329 Raffles

REVENUE AND TAX CODE

6361 Sales tax exemption for certain sales

CODE OF REGULATIONS, TITLE 8

11706 Dangerous activities and occupations

Management Resources:**CSBA PUBLICATIONS**

Healthy Food Policy Resource Guide, 2003

WEB SITES

Office of the Attorney General: <https://oag.ca.gov>

Board of Trustees

September 25, 1958

February 9, 1967

Reviewed: February 12, 1987

Revised: January 16, 1990

SOLICITATION OF FUNDS FROM AND BY STUDENTS

81200 (1321)

Reviewed: August 1993

Reviewed: April 2005

E/B

Revised: TBD

B

Business and Noninstructional Operations

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

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

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

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

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

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

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

Corporate Sponsorship

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

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

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

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

Online Fundraising

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

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

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

Appreciation

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

Legal Reference:

EDUCATION CODE

1834 Acquisition of materials and apparatus

35160 Powers and duties

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

41030 School district may invest surplus monies from bequest or gifts

41031 Special fund or account in county treasury

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

41035 Advisory committee

41036 Function of advisory committee

41037 Rules and regulations

41038 Applicability of other provisions of chapter

Management Resources:

WEB SITES

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

Board of Trustees:

Approved: October 10, 2013

Revised: TBD

B

Business and Noninstructional Operations**Fund-Raising Events**

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

Management of Funds

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

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

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

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

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

Legal Reference:

EDUCATION CODE

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

CODE OF REGULATIONS, TITLE 5

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

COURT DECISIONS

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

Management Resources:

FISCAL CRISIS MANAGEMENT & ASSISTANCE TEAM PUBLICATIONS
Associated Student Body Accounting Manual & Desk Reference, 2005

WEB SITES

California Department of Education: <http://www.cde.ca.gov>
Fiscal Crisis Management & Assistance Team: <http://www.fcmat.org>

Board of Trustees

Approved: TBD

B

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

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

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

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

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

- 7.0 Student Advisory Board: An advisory board comprised of one (1) voting member from each high school in the district shall be established to help resolve student issues within the district schools and to open a channel of communication with the Anaheim Union High School District Board of Trustees through the superintendent. The voting member shall be designated by the school of attendance.
- 8.0 ~~Fund Raising Projects: In general, student body fund raising projects shall be limited to campus activities, or shall be in connection with regularly scheduled school events. No individual or group shall instigate any project or activity involving the handling of money without first obtaining the permission of the student council and principal or designee. No class, club, or organization may raise money through community sales or off campus events without approval of the site principal, compliance with local city requirements, the city treasurer of the city in which solicitation of funds will be made, and the superintendent.~~
- 9.0 ~~Reserves: Student organizations shall not accumulate money reserves beyond reasonable requirements. In general, student monies shall be expended for the benefit of those students currently enrolled in the schools who have contributed in some manner to the accumulation of such funds. Reserves at the end of a fiscal year shall not exceed 5% of the total expenditure budget for that year for each individual fund. Upon specific authorization of the Board of Trustees, acting upon recommendation of the superintendent, a reserve may be established to make a major expenditure that may be financed within a period of two school years.~~
- 10.0 ~~Fixed Assets: All purchase of fixed assets or equipment for the student body organization shall be done through the Purchasing Department and approved by the Board of Trustees, acting upon recommendation of the superintendent. Fixed assets may be acquired and donated to the school district. The student body is responsible for the security, repair, and upkeep of fixed assets or equipment.~~
- 11.0 ~~Audit: The financial records of student organizations shall be audited as a part of the annual school district audit that is performed in accordance with state law. The cost of the audit will be paid from the district general fund. Unannounced spot check audit will be periodically performed by the controller's office~~

ADMINISTRATIVE AUTHORITY

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

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

Legal Reference: Education Code 48930-48938 Student body organizations

Board of Trustees

September 1, 1983

Revised: April 10, 1986

Revised: March 8, 1990

Revised: May 1993

Reviewed: August 2001

Reviewed: April 2005

Revised: October 2009

E/B

Revised: TBD

B

Business and Noninstructional Operations

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

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

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

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

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

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

Resolution of Intention to Sell or Lease

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

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

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

Acceptance/Rejection of Bids

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

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

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

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

Use of Proceeds

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

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

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

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

Legal Reference:

EDUCATION CODE

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

GOVERNMENT CODE

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

PUBLIC RESOURCES CODE

21000-21177 California Environmental Quality Act

CODE OF REGULATIONS, TITLE 2

1700 Definitions related to surplus property

COURT DECISIONS

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

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Closing a School Best Practices Guide

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

WEB SITES

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

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

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

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

Board of Trustees

July 21, 1988

Reviewed: February 1993

Revised: TBD

B

Community Relations

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

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

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

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

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

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

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

Fees

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

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

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

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

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

Calculating Direct Costs

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

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

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

Expending Funds Collected as Capital Direct Costs

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

Use of School Facility as Polling Place

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

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

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

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

Legal Reference:

EDUCATION CODE

10900-10914.5 Community recreation programs

32282 School safety plan

37220 School holidays

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

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverage on school premises

ELECTIONS CODE

12283 Polling places: schools

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act

MILITARY AND VETERANS CODE

1800 Definitions

CODE OF REGULATIONS, TITLE 5

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

UNITED STATES CODE, TITLE 20

7905 Equal access to public school facilities

COURT DECISIONS

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

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

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

Management Resources:

CSBA PUBLICATIONS

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief,
February 2010
Building Healthy Communities: A School Leader's Guide to Collaboration and Community
Engagement, 2009

WEB SITES

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

Board of Trustees

Approved: January 21, 1988
Revised: February 23, 1989
Revised: November 13, 1989
Revised: February 1993
Revised: April 20, 1995
Revised: June 26, 2008
Revised: May 9, 2017
B/F
Revised: TBD
B

Community Relations

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

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

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

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

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

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

Legal Reference:

EDUCATION CODE

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

BUSINESS AND PROFESSIONS CODE

25608 Alcoholic beverages on school premises

GOVERNMENT CODE

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

UNITED STATES CODE, TITLE 20

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

Management Resources:**CSBA PUBLICATIONS**

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

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

NATIONAL POLICY AND LEGAL ANALYSIS NETWORK TO PREVENT CHILDHOOD OBESITY PUBLICATIONS

Model California Joint Use Agreements

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

Checklist for Developing Joint Use Agreements, March 2009

PUBLIC HEALTH LAW AND POLICY PUBLICATIONS

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

WEB SITES

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

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

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

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

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

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

Board of Trustees

February 14, 1963

Reviewed: February 18, 1986

Revised: November 13, 1989

Reviewed: February 1993

Revised: November 2005

A

Revised: TBD

B

Business and Noninstructional Operations

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

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

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

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

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

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

Legal Reference:**EDUCATION CODE**

8700-8707 Environmental education

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

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

32370-32376 Recycling paper

33541 Environmental education

PUBLIC RESOURCES CODE

25410-25421 Energy conservation assistance

40050-40063 Waste management; integrated waste management

41780 Waste diversion

42620-42622 Source reduction and recycling programs

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

CODE OF REGULATIONS, TITLE 14
17225.12 Commercial solid waste

Management Resources:

WEB SITES

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

California Department of Resources Recycling and Recovery:

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

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

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

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

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

Board of Trustees

Approved: TBD

B

Business and Noninstructional Operations

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

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

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

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

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

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

Legal Reference:**EDUCATION CODE**

32060-32066 Toxic art supplies in schools

49340-49341 Hazardous substances education

49401.5 Legislative intent; consultation services

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

FOOD AND AGRICULTURAL CODE

12981 Regulations re pesticides and worker safety

HEALTH AND SAFETY CODE

25163 Transportation of hazardous wastes; registration; exemptions; inspection

25500-25520 Hazardous materials release response plans; inventory

108100-108515 California Hazardous Substances Act

LABOR CODE

6360-6363 Hazardous Substances Information and Training Act

6380-6386 List of hazardous substances

CODE OF REGULATIONS, TITLE 8

339 List of hazardous substances

3203 Illness and injury prevention program

3204 Records of employee exposure to toxic or harmful substances

5139-5230 Control of hazardous substances, especially

5154.1-5154.2 Ventilation

5161 Definitions

5162 Emergency eyewash and shower equipment

5163 Control of spills

5164 Storage of hazardous substances

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

5194 Hazard communication

CODE OF REGULATIONS, TITLE 22

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

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Science Safety Handbook for California Public Schools, 2012

CALIFORNIA OFFICE OF ENVIRONMENTAL HEALTH HAZARD ASSESSMENT
PUBLICATIONS

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

WEB SITES

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

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

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

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

Board of Trustees

Approved: December 4, 1989

Revised: February 1993

Revised: TBD

B

Business and Noninstructional Operations

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

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

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

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

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

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

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

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

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

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

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

Legal Reference:

EDUCATION CODE

1240 County superintendent of schools, duties

17002 Definitions

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

17565-17591 Property maintenance and control

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

HEALTH AND SAFETY CODE

116277 Lead testing in drinking water

CODE OF REGULATIONS, TITLE 2

1859.300-1859.330 Emergency Repair Program

UNITED STATES CODE, TITLE 20

6314 Title I schoolwide program

UNITED STATES CODE, TITLE 42

300f-300j-27 Safe Drinking Water Act

Management Resources:**COALITION OF ADEQUATE SCHOOL HOUSING PUBLICATIONS**

Facility Inspection Tool Guidebook, February 2008

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

Facility Inspection Tool: School Facility Conditions Evaluation

WEB SITES

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

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

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

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

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

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

Board of Trustees

Approved: TBD

B

**ANAHEIM UNION HIGH SCHOOL DISTRICT
AGREEMENT FOR ENGINEERING SERVICES**

1 PARTIES AND DATE.

This Agreement is made and entered into this 16th day of October, 2020 by and between the **Anaheim Union High School District**, a public school district organization organized under the laws of the State of California with its principal place of business at 501 Crescent Way Anaheim CA 92801 (" District") and **SGE Consulting Engineers** a Corporation, with one or more engineers licensed to practice in the State of California and with its principal place of business at 2081 Business Center Dr. #105, Irvine, CA 92612 ("Engineer") . District and Engineer are sometimes individually referred to as "Party" and collectively as "Parties."

2 RECITALS.

2.1 District. District is a public school district organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Engineer. Engineer desires to perform and assume responsibility for the provision of certain professional Engineering services required by the District on the terms and conditions set forth in this Agreement. Engineer warrants that it is fully li censed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Engineer is a corporation or other organization, the Project Engineer designated pursuant to Section 3.2, and not the Engineer itself , shall be fully licensed to practice as an Engineer in the State of California.

2.3 Project. District desires to engage Engineer to render such services for the Modernization and Repairs of the AUHSD Facilities as set forth in this Agreement and to be specifically defined by approved proposals.

3 TERMS

3.1 Employment of Engineer. Engineer promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary y to fully and adequately supply the professional engineering and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services") . The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Engine er shall be subject to the sole and discretionary approval of the District for compliance with the Standard of Care as defined in the Agreement and in

conformance with this Agreement, which approval shall not be unreasonably withheld.

3.2 Project Engineer; Key Personnel.

3.2.1 Project Engineer. The Project Engineer shall: (1) maintain oversight of the Services at all times; (2) have full authority to represent and act on behalf of the Engineer for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Engineer shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Project Engineer shall be of at least equal competence as the prior Project Engineer. In the event that District and Engineer cannot agree as to the substitution of a new Project Engineer, District shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Project Engineer, Engineer has represented to the District that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Engineer may substitute others of at least equal competence upon written approval of the District. In the event that District and Engineer cannot agree as to the substitution of key personnel, engineers or consultants, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Engineer at the request of the District.

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Engineer shall have the option, unless District objects in writing after notice, to employ at its expense engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Engineer may delegate without relieving Engineer from administrative or other responsibility under this Agreement. Engineer shall be responsible for the coordination and cooperation of Engineer's experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by District in its sole and reasonable discretion. Engineer shall notify District of the identity of all consultants at least fourteen (14) days prior to their commencement of work in order to allow District time to review their qualifications and decline consent to their participation on the Project if deemed necessary by District in its sole and reasonable discretion.

3.3.2 Qualification and License. All engineers, experts and other consultants retained by Engineer in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required bylaw.

3.3.3 Standards and Insurance. All engineers, experts and other consultants hired by Engineer shall be required to meet the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, Engineer's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Engineer shall promptly obtain written District approval of any assignment, reassignment or replacement of such engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Engineer's consultants and key personnel shall be subject to approval by District.

3.4 Standard of Care.

3.4.1 Standard of Care. Engineer shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California (the "Standard of Care"), and shall be fully responsible to District for any damages to District and delays to the Project to the extent caused by its failure to comply with the Standard of Care, as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Engineer shall be fully responsible to the District for any increased costs incurred by the District as a result of any such delays in the design or construction of the Project. Engineer represents and maintains that it is skilled in the professional calling necessary to perform the Services. Engineer warrants that all of its employees, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Engineer represents that it, its employees, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Engineer shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Engineer's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is reasonably determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Engineer and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Engineer shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any

manner affecting the performance of the Services or the Project, and shall give all notices required of the Engineer by law. Engineer shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Engineer performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Engineer shall be solely responsible for all costs arising there from. Engineer shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations in accordance with the Standard of Care.

3.5.2 Drawings and Specifications. Engineer shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the California Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the Division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education, the California Department of General Services and local jurisdictions, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations, which were not known or reasonably should not have been known, by Engineer may be compensated as Additional Services. Engineer shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto.

3.5.3 Americans with Disabilities Act. Engineer will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Engineer shall inform District of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide District with its interpretation of such inconsistencies and conflicting interpretations. Unless Engineer brings such inconsistencies and conflicting interpretations to the attention of the District and requests District's direction on how to proceed, the Engineer's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Engineer, and the Engineer shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. If Engineer brings such inconsistencies and conflicting interpretations to the attention of the District and request's District's direction on how to proceed, Engineer shall be responsible to the District only pursuant to the indemnification provision of this Agreement. District acknowledges that the requirements of the federal and state accessibility laws are subject to various and possibly contradictory interpretations, and that the Engineer cannot warrant or guarantee that its interpretation will be correct. Engineer will adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

3.5.4 Permits, Approvals and Authorizations. Engineer shall provide District with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Engineer

shall then assist the District in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the District.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. District retains Engineer on an independent contractor basis and Engineer is not an employee of District. Engineer is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to District's employees. Any additional personnel performing the Services under this Agreement on behalf of Engineer shall also not be employees of District, and shall at all times be under Engineer's exclusive direction and control. Engineer shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Engineer shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Timely Performance Standard. The District shall approve proposals from the Engineer, incorporating the terms and conditions set forth herein, with any noted exceptions, authorizing the Engineer to proceed with the work described therein. The District shall not be liable for payment for any work performed by the Engineer for which the District has not given written approval. Engineer shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Engineer shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the District and within any completion schedules adopted for the Project. Engineer agrees to coordinate with District's staff, contractors and consultants in the performance of the Services, and shall be available to District's staff, contractors and consultants at all reasonable times.

3.7.2 Performance Schedule. Engineer shall prepare an estimated time schedule for the performance of Engineer's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the District's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for District's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If District and Engineer cannot mutually agree on a performance schedule, District shall have the authority to immediately terminate this Agreement. The schedule, including any excusable delays, shall not be exceeded by Engineer without the prior written approval of District..

3.7.3 Excusable Delays. Any delays in Engineer's work caused by the following shall be added to the time for completion of any obligations of Engineer: (1) the

actions of District or its employees; (2) the actions of those in direct contractual relationship with District; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Engineer; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Engineer.

3.7.4 Request for Excusable Delay Credit. The Engineer shall, within ten (10) calendar days of the beginning of any excusable delay (unless District grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement), notify the District in writing of the causes of delay. District will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole and reasonable judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Engineer make an application for an extension of time, Engineer shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Engineering Services.

3.8.1 Request for Services. At District's request, Engineer may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted Engineering practices.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Engineer to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Engineer shall not perform, nor be compensated for, Additional Services without prior written authorization from District and without an agreement between the District and Engineer as to the scope and compensation to be paid for such services. District shall pay Engineer for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Engineer pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Engineer was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

3.8.3.1 Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

3.8.3.2 Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Engineer to detect and report such matters when it reasonably should have done so shall not be compensated.

3.8.3.3 Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Engineer.

3.8.3.4 Legal Proceedings. Serving as an expert witness on District's behalf or attending legal proceedings to which the Engineer is not a party.

3.8.3.5 Damage Repair. Supervision of repair of damages to any structure.

3.8.3.6 Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Engineer's services for the Project.

3.8.3.7 Inspection Services. Professional inspection services, as required, in strict accordance with all applicable local, state and federal laws, rules and regulations.

3.9 District Responsibilities. District's responsibilities shall include the following:

3.9.1 Data and Information. District shall make available to Engineer all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation in formation, the District shall provide the Engineer with a preliminary construction budget ("District's Preliminary Construction Budget").

3.9.2 Bid Phase. Distribute or delegate to others, included but not limited to the Engineer, Final Construction Bid Documents to bidders and conduct the opening and review of bids for the Project.

3.9.3 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.4 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection, as required by Title 21 of the California Code of Regulations, or to conduct any other environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules or regulations.

3.9.5 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.6 District's Representative. Designate a person to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall be authorized to act as liaison between Engineer and District in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of the District for all purposes under this Agreement. Such person shall assist Engineer in observing construction of the Project and participating in the preparation of the Punch List Items required by Exhibit "A" attached hereto. District may designate new and/or different individuals to act as District's Representative from time to time. The District's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

3.9.7 Review and Approve Documents. Review all documents, including change orders and other matters requiring approval by the District Council or other officials. District shall advise Engineer of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Engineer's Compensation for Basic Services. Subject to adjustment under Exhibit "B" attached hereto, District shall pay to Engineer, for the performance of all Services rendered under this Agreement, a not to exceed amount of **TWELVE THOUSAND NINE HUNDRED THIRTY FIVE DOLLARS \$12,935.00** in incremental amounts set forth in approved proposals prior to performance of Services as described herein ("Total Compensation"). The Total Compensation shall constitute complete and adequate payment for the Services Provided under this Agreement.

3.10.2 Payment for Basic Service. In compliance with Civil Code Section 3320, District shall make progress payments to Engineer monthly upon receipt of Engineer's statement on account of compensation for Basic Services. The amount of the progress payment shall be the fraction of estimated compensation for Basic Services for the particular phase, which fraction has the services performed that month as the numerator and the total services required within the particular phase as the denominator. The payments shall be such that the total of all progress payments made shall not exceed the following percentages (cumulative, by phases) of the total compensation to be paid to Engineer at various phases for Basic Services:

Structural Site Visits	25%
Existing Drawing Review	50%
Development of Scope of Work for Phase 2	100%

3.10.3 Payment for Additional Services. Additional Services may be authorized pursuant to the applicable provisions of this Agreement. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "B" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. Engineer shall be paid for Additional Services, as defined

by this Agreement, so long as they have been approved in advance by the District. If District requires Engineer to hire consultants to perform any Additional Services, Engineer shall be compensated therefore at the rates and in the manner set forth in Exhibit "B" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. District shall have the authority to review and approve the rates of any such consultants. In addition, Engineer shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.4.

3.10.4 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Engineer shall not be reimbursed for any expenses unless authorized in writing by District, which approval may be evidenced by inclusion in Exhibit "B" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Engineer in the interest of the Project. Engineer shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) additional document duplication costs in excess of the number of sets set forth in Exhibit "A" and (5) other costs, fees and expenses not specifically allowed under this agreement or a part of an approved proposal.

3.10.5 Payment to Engineer. Engineer's compensation and reimbursable expenses shall be paid by District to Engineer no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the compensation rates indicated in Exhibit "B" attached hereto and incorporated herein by reference. In order to receive payment, Engineer shall present to District an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Engineer shall present to District an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable

manner. Upon cancellation or termination of this Agreement, Engineer shall be compensated as set forth in the termination provision herein.

3.10.6 Withholding Payment to Engineer. The District may withhold payment, in whole or in part, to the extent reasonably necessary to protect the District from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the intentional or negligent acts, errors or omissions protected under the indemnification provisions of this Agreement. Failure by District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which Engineer is liable under the Agreement or state law. Payments to the Engineer for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Engineer shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within the Engineer's reasonable control.

3.10.7 Prevailing Wages. Engineer is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Engineer agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. District shall provide Engineer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Engineer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Engineer's principal place of business and at the Project site. Engineer shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Engineer or its consultants to comply with the Prevailing Wage Laws.

3.11 Notice to Proceed.

Engineer shall not proceed with performance of any Services under this Agreement unless and until the District provides a written notice to proceed.

3.12. Termination, Suspension and Abandonment.

3.12.1 District's Termination for Convenience; Engineer's Termination for Cause. District hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this

Agreement at any time with or without cause. Engineer shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Engineer shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by District as a result of the default, if any, by Engineer. Engineer hereby expressly waives any and all claims for damages or compensation arising under this Section 3.12, except as set forth herein, in the event of such suspension, abandonment or termination. Engineer may terminate this Agreement for substantial breach of performance by the District, such as failure to make payment to Engineer as provided in this Agreement.

3.12.2 District's Suspension of Work. If Engineer's Services are suspended by District, District may require Engineer to resume such Services within ninety (90) days after written notice from District. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the District and Engineer.

3.12.3 Documents and Other Data. Within Seven (7) calendar days following suspension, abandonment or termination of this Agreement, Engineer shall provide to District all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which District would have been entitled at the completion of Engineer's Services under this Agreement. Upon payment of the amount required to be paid to Engineer pursuant to the termination provisions of this Agreement, District shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Engineer under this Agreement. In the event of a dispute regarding the amount of compensation to which the Engineer is entitled under the termination provisions of this Agreement, the Parties shall be subject to Section 3.19 of this Agreement and Engineer shall provide all Project Documents to District upon payment of the undisputed amount. Engineer shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. Engineer shall make such documents available to District without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Engineers. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. Pursuant to California Education Code section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, Engineering presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of District. Although the official copyright in all Project Documents shall

remain with the Engineer or other applicable subcontractors or consultants, the Project Documents shall be the property of District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Engineer shall provide to District copies of all Project Documents required by District. In addition, Engineer shall retain copies of all Project Documents on file for a minimum of five (5) years following completion of the Project, and shall make copies available to District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Engineer shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.13.2 Right to Use. Engineer grants to District the right to use and reuse all or part of the Project Documents, at District's sole discretion with no additional compensation to Engineer, for the construction of all or part of this Project. District is not bound by this Agreement to employ the services of Engineer in the event such documents are used or reused. District shall be able to use or reuse the Project Documents for their intended purposes or to otherwise complete this Project, if necessary, without risk of liability to the District. However, any use or reuse by District of the Project Documents for other than their intended use or on any project other than this Project without employing the services of Engineer shall be at District's own risk. If District uses or reuses the Project Documents on any project other than this Project, it shall remove the Engineer's seal from the Project Documents and indemnify and hold harmless Engineer and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project. Engineer shall be responsible and liable for its Project Documents, pursuant to the terms of this Agreement, only with respect to the condition of the Project Documents at the time they are provided to the District upon completion, suspension, abandonment or termination. Engineer shall not be responsible or liable for any revisions to the Project Documents made by any party other than Engineer, a party for whom the Engineer is legally responsible or liable, or anyone approved by the Engineer.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Engineer shall require any and all subcontractors and consultants to agree in writing that District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Engineer represents and warrants that Engineer has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Engineer prepares or causes to be prepared pursuant to this Agreement. Engineer shall indemnify and hold District harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Engineer makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Engineer and provided to Engineer by District.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Engineer in connection with the performance of this Agreement, shall be held confidential by Engineer to the extent they are not subject to disclosure pursuant to the Public Records Act. All

Project Documents shall not, without the written consent of District, be used or reproduced by Engineer for any purposes other than the performance of the Services. Engineer shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Engineer which is otherwise known to Engineer or is generally known, or has become known, to the related industry shall be deemed confidential. Engineer shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of District.

3.14 Indemnification.

Engineer shall defend (except for professional liability claims), indemnify and hold District, its officials, officers, employees, and volunteers free and harmless from any and all costs, expenses, liability, and loss arising from third-party claims, demands, or causes of action for damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent caused by the negligent acts, errors or omissions of Engineer, its officials, officers, employees, subcontractors, consultants or agents in the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and reasonable attorney's fees, expert witness fees and other related costs and expenses of defense. Engineer shall defend, at Engineer's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its officials, officers, employees, volunteers and agents. Engineer shall pay and satisfy any judgment, award or decree that may be rendered against District, its officials, officers, employees, volunteers and agents in any such suits, actions or other legal proceedings. Engineer shall also reimburse District for the cost of any settlement paid by District arising out of any such claims, demands, causes of action, costs, expenses, liabilities, losses, damages, injuries, suits, actions, or other legal proceedings. Such reimbursement shall include payment for District's reasonable attorney's fees and costs, including expert witness fees. Engineer shall reimburse District, its officials, officers, employees, volunteers and agents for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Engineer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, volunteers and agents. Engineer shall not be required to defend against professional liability claims but shall reimburse the indemnitee for reasonable attorneys' fees and legal costs to the extent such claims are caused by Engineer's negligence or willful misconduct.

3.15 Insurance.

3.15.1 Time for Compliance. Engineer shall not commence Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section.

3.15.2 Minimum Requirements. Engineer shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the

Agreement by the Engineer, its officials, officers, agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001

(3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability*: Coverage which is appropriate to the Engineer's profession, or that of its consultants or subcontractors.

(B) Minimum Limits of Insurance. Coverage shall provide limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$1,000,000 per claim.

3.15.3 Professional Liability. Engineer and its consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

3.15.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Engineer shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the performance of the Agreement by the Engineer, its officials, officers, agents, representatives, employees or subcontractors, including materials, parts or equipment furnished in connection with such services; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Engineer's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Engineer's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Engineer or for which the Engineer is responsible

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Engineer.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be voided, or canceled except after thirty (30) days prior written notice (10 days for non-payment of premium) by mail, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees and agents.

3.15.5 Separation of Insureds: No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

3.15.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Engineer shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees and agents; or (B) the Engineer shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.15.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the District.

3.15.8 Verification of Coverage. Engineer shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District, if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.15.9 Subcontractor and Consultant Insurance Requirements. Engineer shall not allow any of its engineers, experts or other consultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Engineer, District may approve different scopes or minimum limits of insurance for particular engineers, experts or other consultants. Unless

otherwise approved by the District, the engineers, experts and other consultants shall comply with each and every provision of this Section.

3.16 Records.

Engineer shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Engineer shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Engineer shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Engineer shall cooperate and consult with District in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to District's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above and as determined at the time the schematic drawings and site utilization plans are approved. Any subsequent construction at the site of the Project, or at any other District site, will be covered by, and be the subject of, a separate Agreement for Engineering services between District and the Engineer chosen therefore by District.

3.19 Dispute Resolution.

In the unlikely event of a dispute, each person signing this Agreement (or his or her successor) shall mutually attempt resolution first by informal face-to-face negotiations. If mutually agreeable to the parties, any remaining disputes shall be submitted to a mutually agreeable independent third-party for mediation, whose decision of the dispute shall be final and binding on all parties. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.20 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Engineer shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

3.21 Asbestos Certification.

Engineer shall certify to District, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos -containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Engineer prepares for the Project. Engineer shall require all consultants who prepare any other documents for the Project to submit the same written certification. Engineer shall also assist the District in ensuring that contractors provide District with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Engineer shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third-Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Los Angeles County.

3.24 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.27 Safety.

Engineer shall execute and maintain its work in accordance with the Standard of Care so as to avoid injury or damage to any person or property. In carrying out its Services, the Engineer shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**ENGINEER: SGE CONSULTING ENGINEERS
2081 BUSINESS CENTER DR. #105
IRVINE, CA 92612
ATTENTION: EUGENE GORDIN, P.E., PH.D.
VICE PRESIDENT**

**DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT
P.O. BOX 3520
501 CRESCENT WAY
ANAHEIM, CA 92803-3520
ATTENTION: ASSISTANT SUPERINTENDENT, BUSINESS**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.29 Attorney's Fees.

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses. "Prevailing party" shall be defined (1) as a claimant that is awarded net 51 percent of its affirmative claim, after any offsets for claims or counterclaims by the other party, and (2) as a defendant/respondent against whom an award of less than 50 percent of a claimant's claim is granted. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the Prevailing Party.

3.30 Time of Essence.

Engineer acknowledges that time is of critical importance for each and every provision of this Agreement and shall provide its services as expeditiously as possible consistent with the Standard of Care and the orderly progress of the Project.

3.31 District's Right to Employ Other Consultants.

District reserves right to employ other consultants, including Engineers, connection with this Project or other projects.

3.32 Prohibited Interests.

3.32.1 Solicitation. Engineer maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement. Further, Engineer warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

3.33 Equal Opportunity Employment.

Engineer represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Engineer shall also comply with all relevant provisions of District's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Disabled Veteran Business Enterprise Certification. If required for this Project, Engineer shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement. If Engineer fails to comply with this requirement, the Agreement shall be deemed canceled.

3.35 Labor Certification.

By its signature hereunder, Engineer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.36 Subcontracting.

As specified in this Agreement, Engineer shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to each

and every provision of this Agreement.

3.37 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.38 Drug/Tobacco Free Facilities. All District facilities are drug and tobacco free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

3.39 Fingerprinting Requirements. Unless exempted, Engineer shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Engineer shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. To this end, the Engineer and its consultants must provide for the completion of the certification form attached hereto as Exhibit "C" and incorporated herein by reference prior to any of the Engineer's employees, or those of any other consultants, coming into contact with the District's pupils.

3.40 Exhibits and Recitals. All Exhibits and Recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth herein by this reference.

3.41 Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

3.42 To the fullest extent permitted by law, the total liability of Engineer's officers, directors, partners, employees, agents, and subconsultants, to the District, and anyone claiming by, through, or under the District for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Engineer or \$100,000 whichever is greater.

**ANAHEIM UNION HIGH SCHOOL
DISTRICT**

By: 

Michael Matsuda
Superintendent,

SGE CONSULTING ENGINEERS

By: 

Eugene Gordin
Vice President

EXHIBIT "C"**CONTRACTOR FINGERPRINTING REQUIREMENTS**

Engineer Certification

With respect to the Agreement dated October 7, 2020 by and between the Anaheim Union High School District ("District") and **SGE Consulting Engineers** ("Engineer") for the provision of Engineering services, Engineer hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

Date

Engineer Exemption

Pursuant to Education Code section 45122.1, the Anaheim Union High School District ("District") has determined that **[SGE Consulting Engineers]** ("Engineer") is exempt from the criminal background check certification requirements for the service Agreement dated _____ by and between the District and Engineer ("Agreement") because:

- ☐ The Engineer's employees will have limited contact with District students during the course of the Agreement; or
- ☐ Emergency or exceptional circumstances exist.

District Official

Date

Engineer's Consultant Certification

The Anaheim Union High School District ("District") entered into an agreement for Engineering services with **SGE Consulting Engineers** ("Engineer") on or about _____ ("Agreement"). This certification is submitted by _____, a consultant to the Engineer for purposes of that Agreement ("Consultant"). Consultant hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Consultant's Representative

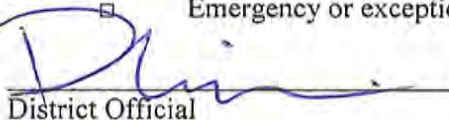
Date

Engineer's Consultant Exemption

The Anaheim Union High School District ("District") entered into an agreement for Engineering services with **[SGE Consulting Engineers]** ("Engineer") on or about October 21, 2020 ("Agreement"). Pursuant to Education Code section 45122.1, the District has determined that _____, a consultant to the Engineer for purposes of that Agreement ("Consultant"), is exempt from the criminal background check certification requirements for the Agreement because:

☒ The Consultant's employees will have limited contact with District students during the course of the Agreement; or

☐ Emergency or exceptional circumstances exist.



District Official

10/20/20

Date

Estimate

420.2554

10/05/2020



SGE Consulting Engineers
 2081 Business Center Dr. #105
 Irvine, CA 92612
 accounting@sgeconsulting.com

Telephone: (949) 552-5244
 Fax: (949) 552-5243
 Employer ID: 27-1933785

Bill To:

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

Project Description:

Phase 1: Scope Development for Auditorium Rigging at 17 AUHSD Facilities in Anaheim, CA

SGE Project No: 420.102.083

Description**Total**

Phase 1: Project Scope Development:

11,985.00

1.0 Conduct structural site visits to the following (19) sites to review on-site conditions, extent of required structural investigation, number of rigging assemblies requiring investigation, and existing structural framing conditions (includes travel time):

- Ana-Cook - 811 W. Lincoln Ave. Anaheim, CA 92805
- Ball - 1500 W. Ball Rd. Anaheim, CA 92802
- Brookhurst - 601 N. Brookhurst St. Anaheim, CA 92801
- Cypress - 9801 Valley View St. Cypress, CA 90630
- Dale - 900 S. Dale St. Anaheim, CA 92804
- Hope - 7901 Knott Ave. Buena Park, CA 90620
- Katella - 2200 East Wagner Ave. Anaheim, CA 92806
- KPAC - 8281 Walker St., La Palma, CA 90623
- Lexington Jr. High - 4351 Orange Ave. Cypress, CA 90630
- LOARA - 1765 W. Cerritos Ave. Anaheim, CA 92804
- Magnolia - 2450 W. Ball Rd. Anaheim, CA 92804
- Oxford - 5172 Orange Ave. Cypress, CA 90630
- Savanna - 301 N. Gilbert St. Anaheim, CA 92801
- Sycamore - 1801 E. Sycamore St. Anaheim, CA 92805
- Trident - 1800 W. Ball Rd. Anaheim, CA 92804
- Walker Jr. High - 8132 Walker St., La Palma, CA 90623
- Western Forum - 501 S. Western Ave. Anaheim, CA 92804

2.0 Review the available drawings to determine the extent of existing documentation for observed structural framing and rigging systems

3.0 Develop a scope of work for Phase 2: structural engineering investigation of the anchorage of existing rigging systems, including the assessment of the local structural framing supporting the rigging.

4.0 Develop an estimate for Phase 2

Estimate

420.2554

10/05/2020



SGE Consulting Engineers
 2081 Business Center Dr. #105
 Irvine, CA 92612
 accounting@sgeconsulting.com

Telephone: (949) 552-5244
 Fax: (949) 552-5243
 Employer ID: 27-1933785

Bill To:

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

Project Description:

Phase 1: Scope Development for Auditorium Rigging at 17 AUHSD Facilities in
 Anaheim, CA

SGE Project No: 420.102.083

Description**Total****5.0 Notes/Assumptions:**

- 5.1 The deliverables for Phase 1 will consist of a Phase 2 scope of work document and an estimate for Phase 2.
- 5.2 The Phase 1 scope assumes that (3) sites can be visited per day.

We greatly appreciate this opportunity to be of service to you. Should you have any questions or need additional information, please let us know.

Total: \$11,985.00

A handwritten signature in blue ink, reading 'E. Gordin'.

Eugene Gordin, P.E., Ph.D.
 Vice President

AGREEMENT FOR ENGINEERING SERVICES

1 PARTIES AND DATE.

This Agreement is made and entered into this **20th day of November, 2020** by and between the **Anaheim Union High School District**, a public school district organization organized under the laws of the State of California with its principal place of business at 501 Crescent Way Anaheim CA 92801 (“District”) and **Optimum Energy Design (OED)** a Corporation, with one or more engineers licensed to practice in the State of California and with its principal place of business at 5200 E. La Palma Ave., Anaheim, CA 92807 (“Engineer”). District and Engineer are sometimes individually referred to as “Party” and collectively as “Parties.”

2 RECITALS.

2.1 District. District is a public school district organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Engineer. Engineer desires to perform and assume responsibility for the provision of certain professional Engineering services required by the District on the terms and conditions set forth in this Agreement. Engineer warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Engineer is a corporation or other organization, the Project Engineer designated pursuant to Section 3.2, and not the Engineer itself, shall be fully licensed to practice as an Engineer in the State of California.

2.3 Project. District desires to engage Engineer to render such services for the Repairs of the AUHSD Facilities as set forth in this Agreement and to be specifically defined by approved proposals.

3 TERMS

3.1 Employment of Engineer. Engineer promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as “Services”). The Services are more particularly described throughout this Agreement, including Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Engineer shall be subject to the sole and discretionary approval of the District for compliance with the Standard of Care as defined in the Agreement and in

conformance with this Agreement, which approval shall not be unreasonably withheld.

3.2 Project Engineer; Key Personnel.

3.2.1 Project Engineer. The Project Engineer shall: (1) maintain oversight of the Services at all times; (2) have full authority to represent and act on behalf of the Engineer for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Engineer shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Project Engineer shall be of at least equal competence as the prior Project Engineer. In the event that District and Engineer cannot agree as to the substitution of a new Project Engineer, District shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Project Engineer, Engineer has represented to the District that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Engineer may substitute others of at least equal competence upon written approval of the District. In the event that District and Engineer cannot agree as to the substitution of key personnel, engineers or consultants, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Engineer at the request of the District.

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Engineer shall have the option, unless District objects in writing after notice, to employ at its expense engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Engineer may delegate without relieving Engineer from administrative or other responsibility under this Agreement. Engineer shall be responsible for the coordination and cooperation of Engineer's experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by District in its sole and reasonable discretion. Engineer shall notify District of the identity of all consultants at least fourteen (14) days prior to their commencement of work in order to allow District time to review their qualifications and decline consent to their participation on the Project if deemed necessary by District in its sole and reasonable discretion.

3.3.2 Qualification and License. All engineers, experts and other consultants retained by Engineer in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All engineers, experts and other consultants hired by Engineer shall be required to meet the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, Engineer's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Engineer shall promptly obtain written District approval of any assignment, reassignment or replacement of such engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Engineer's consultants and key personnel shall be subject to approval by District.

3.4 Standard of Care.

3.4.1 Standard of Care. Engineer shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be fully responsible to District for any damages to District and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Engineer shall be fully responsible to the District for any increased costs incurred by the District as a result of any such delays in the design or construction of the Project. Engineer represents and maintains that it is skilled in the professional calling necessary to perform the Services. Engineer warrants that all of its employees, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Engineer represents that it, its employees, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Engineer shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Engineer's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is reasonably determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Engineer and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Engineer shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any

manner affecting the performance of the Services or the Project, and shall give all notices required of the Engineer by law. Engineer shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Engineer performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Engineer shall be solely responsible for all costs arising there from. Engineer shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Engineer shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the California Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the Division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education, the California Department of General Services and local jurisdictions, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit “A” attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations, which were not known or reasonably should not have been known, by Engineer may be compensated as Additional Services. Engineer shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit “A” attached hereto.

3.5.3 Americans with Disabilities Act. Engineer will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act (“ADA”). Engineer shall inform District of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide District with its interpretation of such inconsistencies and conflicting interpretations. Unless Engineer brings such inconsistencies and conflicting interpretations to the attention of the District and requests District’s direction on how to proceed, the Engineer’s interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Engineer, and the Engineer shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. If Engineer brings such inconsistencies and conflicting interpretations to the attention of the District and request’s District’s direction on how to proceed, Engineer shall be responsible to the District only pursuant to the indemnification provision of this Agreement. District acknowledges that the requirements of the federal and state accessibility laws are subject to various and possibly contradictory interpretations, and that the Engineer cannot warrant or guarantee that its interpretation will be correct. Engineer will adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

3.5.4 Permits, Approvals and Authorizations. Engineer shall provide District with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Engineer

shall then assist the District in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the District.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. District retains Engineer on an independent contractor basis and Engineer is not an employee of District. Engineer is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to District's employees. Any additional personnel performing the Services under this Agreement on behalf of Engineer shall also not be employees of District, and shall at all times be under Engineer's exclusive direction and control. Engineer shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Engineer shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Timely Performance Standard. The District shall approve proposals from the Engineer, incorporating the terms and conditions set forth herein, with any noted exceptions, authorizing the Engineer to proceed with the work described therein. The District shall not be liable for payment for any work performed by the Engineer for which the District has not given written approval. Engineer shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Engineer shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the District and within any completion schedules adopted for the Project. Engineer agrees to coordinate with District's staff, contractors and consultants in the performance of the Services, and shall be available to District's staff, contractors and consultants at all reasonable times.

3.7.2 Performance Schedule. Engineer shall prepare an estimated time schedule for the performance of Engineer's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the District's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for District's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If District and Engineer cannot mutually agree on a performance schedule, District shall have the authority to immediately terminate this Agreement. The schedule, including any excusable delays, shall not be exceeded by Engineer without the prior written approval of District. If the Engineer's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the District will suffer damage for which the Engineer will be responsible pursuant to the indemnification provision of this Agreement.

3.7.3 Excusable Delays. Any delays in Engineer's work caused by the following shall be added to the time for completion of any obligations of Engineer: (1) the

actions of District or its employees; (2) the actions of those in direct contractual relationship with District; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Engineer; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Engineer.

3.7.4 Request for Excusable Delay Credit. The Engineer shall, within ten (10) calendar days of the beginning of any excusable delay (unless District grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement), notify the District in writing of the causes of delay. District will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole and reasonable judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Engineer make an application for an extension of time, Engineer shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Engineering Services.

3.8.1 Request for Services. At District's request, Engineer may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted Engineering practices.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Engineer to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Engineer shall not perform, nor be compensated for, Additional Services without prior written authorization from District and without an agreement between the District and Engineer as to the scope and compensation to be paid for such services. District shall pay Engineer for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Engineer pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Engineer was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

3.8.3.1 Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

3.8.3.2 Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Engineer to detect and report such matters when it reasonably should have done so shall not be compensated.

3.8.3.3 Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Engineer.

3.8.3.4 Legal Proceedings. Serving as an expert witness on District's behalf or attending legal proceedings to which the Engineer is not a party.

3.8.3.5 Damage Repair. Supervision of repair of damages to any structure.

3.8.3.6 Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Engineer's services for the Project.

3.8.3.7 Inspection Services. Professional inspection services, as required, in strict accordance with all applicable local, state and federal laws, rules and regulations.

3.9 District Responsibilities. District's responsibilities shall include the following:

3.9.1 Data and Information. District shall make available to Engineer all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the District shall provide the Engineer with a preliminary construction budget ("District's Preliminary Construction Budget").

3.9.2 Bid Phase. Distribute or delegate to others, included but not limited to the Engineer, Final Construction Bid Documents to bidders and conduct the opening and review of bids for the Project.

3.9.3 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.4 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection, as required by Title 21 of the California Code of Regulations, or to conduct any other environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules or regulations.

3.9.5 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.6 District's Representative. Designate a person to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall be authorized to act as liaison between Engineer and District in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of the District for all purposes under this Agreement. Such person shall assist Engineer in observing construction of the Project and participating in the preparation of the Punch List Items required by Exhibit "A" attached hereto. District may designate new and/or different individuals to act as District's Representative from time to time. The District's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

3.9.7 Review and Approve Documents. Review all documents, including change orders and other matters requiring approval by the District Council or other officials. District shall advise Engineer of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Engineer's Compensation for Basic Services. Subject to adjustment under Exhibit "B" attached hereto, District shall pay to Engineer, for the performance of all Services rendered under this Agreement, a not to exceed amount of **TWENTY THREE THOUSAND, EIGHT HUNDRED DOLLARS \$23,800.00** in incremental amounts set forth in approved proposals prior to performance of Services as described herein ("Total Compensation"). The Total Compensation shall constitute complete and adequate payment for the Services Provided under this Agreement.

3.10.2 Payment for Basic Service. In compliance with Civil Code Section 3320, District shall make progress payments to Engineer monthly upon receipt of Engineer's statement on account of compensation for Basic Services. The amount of the progress payment shall be the fraction of estimated compensation for Basic Services.

3.10.3 Payment for Additional Services. Additional Services may be authorized pursuant to the applicable provisions of this Agreement. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "B" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. Engineer shall be paid for Additional Services, as defined by this Agreement, so long as they have been approved in advance by the District. If District requires Engineer to hire consultants to perform any Additional Services, Engineer shall be compensated therefore at the rates and in the manner set forth in Exhibit "B" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. District shall have the authority to review and approve the rates of any such consultants. In addition, Engineer shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.4.

3.10.4 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Engineer shall not be reimbursed for any expenses unless authorized in writing by District, which approval may be evidenced by inclusion in Exhibit "B" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Engineer in the interest of the Project. Engineer shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) additional document duplication costs in excess of the number of sets set forth in Exhibit "A" and (5) other costs, fees and expenses not specifically allowed under this agreement or a part of an approved proposal.

3.10.5 Payment to Engineer. Engineer's compensation and reimbursable expenses shall be paid by District to Engineer no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the compensation rates indicated in Exhibit "B" attached hereto and incorporated herein by reference. In order to receive payment, Engineer shall present to District an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Engineer shall present to District an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner. Upon cancellation or termination of this Agreement, Engineer shall be compensated as set forth in the termination provision herein.

3.10.6 Withholding Payment to Engineer. The District may withhold payment, in whole or in part, to the extent reasonably necessary to protect the District from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the intentional or negligent acts, errors or omissions protected under the indemnification provisions of this Agreement. Failure by District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District

may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which Engineer is liable under the Agreement or state law. Payments to the Engineer for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Engineer shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within the Engineer's reasonable control.

3.10.7 Prevailing Wages. Engineer is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Engineer agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. District shall provide Engineer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Engineer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Engineer's principal place of business and at the Project site. Engineer shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Engineer or its consultants to comply with the Prevailing Wage Laws.

3.11 Notice to Proceed.

Engineer shall not proceed with performance of any Services under this Agreement unless and until the District provides a written notice to proceed.

3.12. Termination, Suspension and Abandonment.

3.12.1 District's Termination for Convenience; Engineer's Termination for Cause. District hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Engineer shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Engineer shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by District as a result of the default, if any, by Engineer. Engineer hereby expressly waives any and all claims for damages or compensation arising under this Section 3.12, except as set forth herein, in the event of such suspension, abandonment or termination.

Engineer may terminate this Agreement for substantial breach of performance by the District, such as failure to make payment to Engineer as provided in this Agreement.

3.12.2 District's Suspension of Work. If Engineer's Services are suspended by District, District may require Engineer to resume such Services within ninety (90) days after written notice from District. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the District and Engineer.

3.12.3 Documents and Other Data. Within Seven (7) calendar days following suspension, abandonment or termination of this Agreement, Engineer shall provide to District all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which District would have been entitled at the completion of Engineer's Services under this Agreement. Upon payment of the amount required to be paid to Engineer pursuant to the termination provisions of this Agreement, District shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Engineer under this Agreement. In the event of a dispute regarding the amount of compensation to which the Engineer is entitled under the termination provisions of this Agreement, the Parties shall be subject to Section 3.19 of this Agreement and Engineer shall provide all Project Documents to District upon payment of the undisputed amount. Engineer shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. Engineer shall make such documents available to District without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Engineers. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. Pursuant to California Education Code section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, Engineering presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of District. Although the official copyright in all Project Documents shall remain with the Engineer or other applicable subcontractors or consultants, the Project Documents shall be the property of District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Engineer shall provide to District copies of all Project Documents required by District. In addition, Engineer shall retain copies of all Project Documents on file for a minimum of five (5) years following completion of the Project, and shall make copies available to District upon the payment of reasonable duplication costs. Before destroying the Project Documents following

this retention period, Engineer shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.13.2 Right to Use. Engineer grants to District the right to use and reuse all or part of the Project Documents, at District's sole discretion with no additional compensation to Engineer, for the construction of all or part of this Project. District is not bound by this Agreement to employ the services of Engineer in the event such documents are used or reused. District shall be able to use or reuse the Project Documents for their intended purposes or to otherwise complete this Project, if necessary, without risk of liability to the District. However, any use or reuse by District of the Project Documents for other than their intended use or on any project other than this Project without employing the services of Engineer shall be at District's own risk. If District uses or reuses the Project Documents on any project other than this Project, it shall remove the Engineer's seal from the Project Documents and indemnify and hold harmless Engineer and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project. Engineer shall be responsible and liable for its Project Documents, pursuant to the terms of this Agreement, only with respect to the condition of the Project Documents at the time they are provided to the District upon completion, suspension, abandonment or termination. Engineer shall not be responsible or liable for any revisions to the Project Documents made by any party other than Engineer, a party for whom the Engineer is legally responsible or liable, or anyone approved by the Engineer.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Engineer shall require any and all subcontractors and consultants to agree in writing that District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Engineer represents and warrants that Engineer has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Engineer prepares or causes to be prepared pursuant to this Agreement. Engineer shall indemnify and hold District harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Engineer makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Engineer and provided to Engineer by District.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Engineer in connection with the performance of this Agreement, shall be held confidential by Engineer to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of District, be used or reproduced by Engineer for any purposes other than the performance of the Services. Engineer shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Engineer which is otherwise known to Engineer or is generally known, or has become known, to the related industry shall be deemed confidential. Engineer shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any

magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of District.

3.14 Indemnification.

Engineer shall defend, indemnify and hold District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of Engineer, its officials, officers, employees, subcontractors, consultants or agents in the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and reasonable attorney's fees, expert witness fees and other related costs and expenses of defense. Engineer shall defend, at Engineer's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its officials, officers, employees, volunteers and agents. Engineer shall pay and satisfy any judgment, award or decree that may be rendered against District, its officials, officers, employees, volunteers and agents in any such suits, actions or other legal proceedings. Engineer shall also reimburse District for the cost of any settlement paid by District arising out of any such claims, demands, causes of action, costs, expenses, liabilities, losses, damages, injuries, suits, actions, or other legal proceedings. Such reimbursement shall include payment for District's reasonable attorney's fees and costs, including expert witness fees. Engineer shall reimburse District, its officials, officers, employees, volunteers and agents for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Engineer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, volunteers and agents.

3.15 Insurance.

3.15.1 Time for Compliance. Engineer shall not commence Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section.

3.15.2 Minimum Requirements. Engineer shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Engineer, its officials, officers, agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as

required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability*: Coverage which is appropriate to the Engineer's profession, or that of its consultants or subcontractors.

(B) Minimum Limits of Insurance. Coverage shall provide limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$1,000,000 per claim.

3.15.3 Professional Liability. Engineer and its consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

3.15.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Engineer shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the performance of the Agreement by the Engineer, its officials, officers, agents, representatives, employees or subcontractors, including materials, parts or equipment furnished in connection with such services; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Engineer's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Engineer's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Engineer or for which the Engineer is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Engineer's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Engineer's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials,

officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Engineer.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees and agents.

3.15.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

3.15.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Engineer shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees and agents; or (B) the Engineer shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.15.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the District.

3.15.8 Verification of Coverage. Engineer shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District, if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.15.9 Subcontractor and Consultant Insurance Requirements. Engineer shall not allow any of its engineers, experts or other consultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Engineer, District may approve different scopes or minimum limits of insurance for particular engineers, experts or other consultants. Unless otherwise approved by the District, the engineers, experts and other consultants shall comply with each and every provision of this Section.

3.16 Records.

Engineer shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Engineer shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this

Agreement. Engineer shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Engineer shall cooperate and consult with District in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to District's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above and as determined at the time the schematic drawings and site utilization plans are approved. Any subsequent construction at the site of the Project, or at any other District site, will be covered by, and be the subject of, a separate Agreement for Engineering services between District and the Engineer chosen therefore by District.

3.19 Dispute Resolution.

In the unlikely event of a dispute, each person signing this Agreement (or his or her successor) shall mutually attempt resolution first by informal face-to-face negotiations. If mutually agreeable to the parties, any remaining disputes shall be submitted to a mutually agreeable independent third-party for mediation, whose decision of the dispute shall be final and binding on all parties. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.20 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Engineer shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

3.21 Asbestos Certification.

Engineer shall certify to District, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Engineer prepares for the Project. Engineer shall require all consultants who prepare any other documents for the Project to submit the same written certification. Engineer shall also assist the District in ensuring that contractors provide District with certification, in writing and under penalty of perjury, that to the best of their

knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Engineer shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Los Angeles County.

3.24 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.27 Safety.

Engineer shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Engineer shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

ENGINEER: OPTIMUM ENERGY DESIGN, LLC
5200 E. LA PALMA AVE.
ANAHEIM, CA 92807
ATTENTION: ABBY BANERJEE
PRESIDENT

DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT
P.O. BOX 3520
501 CRESCENT WAY
ANAHEIM, CA 92803-3520
ATTENTION: MICHAEL MATSUDA
SUPERINTENDENT

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.29 Attorney's Fees.

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses.

3.30 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

3.31 District's Right to Employ Other Consultants.

District reserves right to employ other consultants, including Engineers, in connection with this Project or other projects.

3.32 Prohibited Interests.

3.32.1 Solicitation. Engineer maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement. Further, Engineer warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or

resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

3.33 Equal Opportunity Employment.

Engineer represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Engineer shall also comply with all relevant provisions of District's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Disabled Veteran Business Enterprise Certification. If required for this Project, Engineer shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement. If Engineer fails to comply with this requirement, the Agreement shall be deemed canceled.

3.35 Labor Certification.

By its signature hereunder, Engineer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.36 Subcontracting.

As specified in this Agreement, Engineer shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.37 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.38 Drug/Tobacco Free Facilities. All District facilities are drug and tobacco free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

3.39 Fingerprinting Requirements. Unless exempted, Engineer shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Engineer shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. To this end, the Engineer and its consultants must provide for the completion of the certification form attached hereto as Exhibit "C" and incorporated herein by reference prior to any of the Engineer's employees, or those of any other consultants, coming into contact with the District's pupils.

3.40 Exhibits and Recitals. All Exhibits and Recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth herein by this reference.

3.41 Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

**ANAHEIM UNION HIGH SCHOOL
DISTRICT**

By: _____
Michael Matsuda
Superintendent

OPTIMUM ENERGY DESIGN, LLC


By: _____
Abby Banerjee
President

EXHIBIT “A”**ENGINEER’S SCOPE OF SERVICES****1. GENERAL REQUIREMENTS.**

1.1 Basic Services. Engineer agrees to perform all the necessary professional engineering (e.g. mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 Exclusions from Basic Services. The following services shall be excluded from the basic services listed above: soils engineering, geotechnical services, hazardous waste or toxic substance engineering.

1.3 Additional Services. Engineer shall perform the following Additional Services for the Project: NOT APPLICABLE

1.4 Communication with District. Engineer shall participate in consultations and conferences with authorized representatives of District and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the District. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor’s warranty period. Engineer shall take direction only from the District’s Representative, or any other representative specifically designated by the District for this Project, including any program or project manager hired by the District.

1.5 Coordination and Cooperation with Program/Project Manager. The District may hire a program/project manager to administer and coordinate all or any part of the Project on its behalf. If the District does so, it shall provide a copy of its agreement with the program/project manager so that the Engineer will be fully aware of the duties and responsibilities of the program/project manager. The Engineer shall cooperate with the program/project manager and respond to any requests or directives authorized by the District to be made or given by the program/project manager. The Engineer shall request clarification from the District in writing if the Engineer should have any questions regarding the authority of the program/project manager.

1.6 Prints and Electronic Copies. The Engineer shall Provide:

1.6.1 Prints. All prints of documents required for design, development, and coordination by Engineer and its consultants shall be furnished by Engineer. All prints for government approval shall be furnished by Engineer as described in EXHIBIT B.

1.6.2 Electronic Copies. All electronic files, including BIM (only when required) plans, drawings, specifications, and other documents prepared by Engineer or the Engineer's consultants during the course of the Project shall be provided to the District at no additional cost to the District. District may request that such documents be delivered in REVIT (or AUTOCAD), when used, with all X-refs, and pen weights and vector files in PDF with true type fonts, PDF files, or other format approved by the District. In addition, the Engineer shall provide the District with a BIM format diskette file with all layers unprotected so the District may utilize the files. It is expressly understood that the release of the underlying BIM document is for the limited use only for the Project (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of the Engineer.

EXHIBIT “B”

PROPOSAL FOR ENGINEERING SERVICES

(SEE ATTACHED PROPOSAL DATE OCTOBER 26, 2020)

EXHIBIT "C"**CONTRACTOR FINGERPRINTING REQUIREMENTS**

Engineer Certification

With respect to the Agreement dated **November 20, 2020** by and between the Anaheim Union High School District ("District") and **Optimum Energy Design (OED)** ("Engineer") for the provision of Engineering services, Engineer hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

Date

Engineer Exemption

Pursuant to Education Code section 45122.1, the Anaheim Union High School District ("District") has determined that **Optimum Energy Design (OED)** ("Engineer") is exempt from the criminal background check certification requirements for the service Agreement dated **November 20, 2020** by and between the District and Engineer ("Agreement") because:

- ☐ The Engineer's employees will have limited contact with District students during the course of the Agreement; or
- ☐ Emergency or exceptional circumstances exist.

District Official

Date

Engineer's Consultant Certification

The Anaheim Union High School District ("District") entered into an agreement for Engineering services with **Optimum Energy Design (OED)** ("Engineer") on or about **November 20, 2020** ("Agreement"). This certification is submitted by _____, a consultant to the Engineer for purposes of that Agreement ("Consultant"). Consultant hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Consultant's Representative

Date

Engineer's Consultant Exemption

The Anaheim Union High School District ("District") entered into an agreement for Engineering services with **Optimum Energy Design (OED)** ("Engineer") on or about **November 20, 2020** ("Agreement"). Pursuant to Education Code section 45122.1, the District has determined that _____, a consultant to the Engineer for purposes of that Agreement ("Consultant"), is exempt from the criminal background check certification requirements for the Agreement because:

- ☐ The Consultant's employees will have limited contact with District students during the course of the Agreement; or
- ☐ Emergency or exceptional circumstances exist.

District Official

Date

PROPOSAL FOR ENGINEERING SERVICES

October 26, 2020

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

Attention: Zohra Cronin, Director of Maintenance and Operations

Project: Orangeview Junior High School Duct Collector Replacement
3715 W Orange Ave
Anaheim, CA 92801

Subject: Proposal for Consulting Engineering Services

We are pleased to submit this proposal for the consulting mechanical, electrical, structural services necessary for the design and construction for the above project.

PROJECT DESCRIPTION:

This project comprises of replacing the existing dust collector outside on grade with a new, functional one. Provide new, overhead dust collection distribution system to meet the requirements of the program. The existing system will be abandoned and sealed in place. Project will be submitted to DSA.

Exclusions and assumptions:

- a. Excludes any abatement scope
- b. ADA upgrade of campus and buildings
- c. Upgrade or Replacement of fire alarm system
- d. Structural modifications to building

ENGINEERING SCOPE BREAKDOWN:

My understanding of the breakdown of scope of work for this project by engineering discipline is as follows:

1. HVAC:

Design a complete system that shall comply with the requirements of the latest California Mechanical Code for the scope listed below:

- a. New dust collector
- b. New dust collection overhead distribution

Exclusions:

- a. HVAC scope related to heating and cooling for room

2. Plumbing: No scope

3. Structural:

- a. Provide structural details and calculations for exterior pad for equipment
- b. Provide structural anchorage for dust collector
- c. Provide attachment details and calculations for new dust collection ductwork as required including through the window penetration

Assumptions: Existing complete structural drawings are available.

Exclusions: Seismic Upgrade or checking of existing building for seismic load.

4. Electrical:

Provide electrical system design that complies with the requirements of the latest California Building Code including the following scope:

- a. Prepare construction documents to provide power for replacement dust collector as required to meet electrical requirements of new HVAC units

Exclusions:

- i) Fire alarm system extension to initiating devices for new HVAC systems for new duct smoke detectors. All detectors shall be existing to remain
- ii) Replacement or upgrade of existing fire alarm system
- iii) Design of unrelated lighting and power
- iv) Design of voice evacuation systems
- v) Carbon monoxide detection systems

Note: Investigation and documentation of “as built” electrical if existing drawings are unavailable shall be limited to visual observation of panels and over current devices without exposing live parts. Owner shall furnish licensed electrician if necessary to determine panel capacity.

Assumptions:

- i) Existing Electrical drawings are available.

5. Architectural:

- a. Provide details for chain link fence around dust collector

6. Fire Sprinklers: No services will be provided for fire sprinkler in the buildings.

PROJECT PHASES:

For this scope of work, we will provide the following services:

1. Construction Document Phase:

- a. Attend one site investigation visit
- b. Prepare architectural plans on CAD format as required
- c. Prepare concept duct distribution plan
- d. Prepare ROM cost estimate
- e. Coordinate work with all disciplines
- f. Submit catalog cuts of the HVAC equipment including sizes, weights and electrical requirements to the owner for review and approval
- g. Provide review documents at 50 percent and DSA submittal phase completion intervals to the owner for review
- h. Prepare final construction plans and specifications for DSA submittal

2. DSA Phase:

- a. Provide necessary construction documents for DSA approval.
- b. Submit necessary forms for DSA submittal requirements. Coordinate with facilities department.

Exclusions:

- i. DSA fees
- ii. Attendance of DSA backcheck (not required)

-
- iii. Building ADA or fire/ life safety upgrades that DSA might require.

3. Bidding Phase:

- a. Attend pre-bid meeting
- b. Provide addenda as required clarifying the plans and specifications.
- c. Review bid proposal

4. Construction Administration Phase:

- a. Attend pre-construction meeting
- b. Provide up to three (3) job site visits as needed and construction observation reports.
- c. Review the Contractor's submittals and shop drawings.
- d. Provide interpretations and clarifications of the plans and specifications.
- e. Provide record drawings in CAD format at project completion.
- f. Provide CCD as required (within project scope).

5. Exclusions:

- a. Close-out of previous projects for this site.
- b. DSA fees.
- c. Bid reproduction fees.
- d. Inspection fees.
- e. Utility fees.

6. Project Schedule:

- a. Construction Document Phase:
 - i. Initial phase for district review: 2 weeks
 - ii. DSA drawing preparation: 2-3 weeks
- b. DSA Phase:
 - i. DSA review Period: 3-4 weeks (estimated)
 - ii. DSA back check: 1-2 weeks
- c. Bidding Phase: 3-4 weeks (estimated)
- d. Construction Phase: 4-6 weeks estimated (depending on equipment lead time)

SEE NEXT PAGE FOR FEES

**FEE PROPOSAL:**

Mechanical Fee:	\$14,800.00
Electrical Fee:	\$2,800.00
Structural Fee:	\$5,400.00
Architectural Fee:	\$800.00
Total Fee:	\$23,800.00

The proposed fee for these services is as follows:

Construction Document Phase		70%	\$16,660.00
DSA Approval Phase		5%	\$1,190.00
Bidding Phase		5%	\$1,190.00
Construction Admin		18%	\$4,284.00
Close-Out Phase		2%	\$476.00
Total Fee		100%	\$23,800.00

This includes delivery and reproducible costs for review documents to the owner during the design process at intervals indicated. Printing and deliveries for submittals and bid are not included. Fees will be billed monthly for the percentage of the engineering services completed.

Additional services will be provided as requested and will be charged on the basis of the following rates:

POSITION	RATE (HOURLY)
President	\$165
Sr. Project Engineer/ Manager	\$145
Project Manager	\$130
Designer	\$105
CAD	\$95
Administrative	\$85
EXPENSES	
Mileage	\$0.54 per mile
Printing & Deliveries	\$7.50 per sheet plus delivery expenses

If you have any questions concerning the proposed scope of work, services, fees and agreement, please call me. If this proposal and agreement are acceptable, please return one signed copy of each for our records. Thank you for this opportunity to be of service. I look forward to working with you and your office on this project.

Very truly yours,

Optimum Energy Design

Accepted for AUHSD

By:.....

Date:.....

Abby Banerjee, P.E. CxA, LEED AP BD+C, EMP
President

AGREEMENT FOR ENGINEERING SERVICES

1 PARTIES AND DATE.

This Agreement is made and entered into this **26th day of October, 2020** by and between the **Anaheim Union High School District**, a public school district organization organized under the laws of the State of California with its principal place of business at 501 Crescent Way Anaheim CA 92801 ("District") and **Optimum Energy Design (OED)** a Corporation, with one or more engineers licensed to practice in the State of California and with its principal place of business at 5200 E. La Palma Ave., Anaheim, CA 92807 ("Engineer"). District and Engineer are sometimes individually referred to as "Party" and collectively as "Parties."

2 RECITALS.

2.1 District. District is a public school district organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Engineer. Engineer desires to perform and assume responsibility for the provision of certain professional Engineering services required by the District on the terms and conditions set forth in this Agreement. Engineer warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Engineer is a corporation or other organization, the Project Engineer designated pursuant to Section 3.2, and not the Engineer itself, shall be fully licensed to practice as an Engineer in the State of California.

2.3 Project. District desires to engage Engineer to render such services for the Repairs of the AUHSD Facilities as set forth in this Agreement and to be specifically defined by approved proposals.

3 TERMS

3.1 Employment of Engineer. Engineer promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as "Services"). The Services are more particularly described throughout this Agreement, including Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Engineer shall be subject to the sole and discretionary approval of the District for compliance with the Standard of Care as defined in the Agreement and in

conformance with this Agreement, which approval shall not be unreasonably withheld.

3.2 Project Engineer; Key Personnel.

3.2.1 Project Engineer. The Project Engineer shall: (1) maintain oversight of the Services at all times; (2) have full authority to represent and act on behalf of the Engineer for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Engineer shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Project Engineer shall be of at least equal competence as the prior Project Engineer. In the event that District and Engineer cannot agree as to the substitution of a new Project Engineer, District shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Project Engineer, Engineer has represented to the District that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Engineer may substitute others of at least equal competence upon written approval of the District. In the event that District and Engineer cannot agree as to the substitution of key personnel, engineers or consultants, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Engineer at the request of the District.

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Engineer shall have the option, unless District objects in writing after notice, to employ at its expense engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Engineer may delegate without relieving Engineer from administrative or other responsibility under this Agreement. Engineer shall be responsible for the coordination and cooperation of Engineer's experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by District in its sole and reasonable discretion. Engineer shall notify District of the identity of all consultants at least fourteen (14) days prior to their commencement of work in order to allow District time to review their qualifications and decline consent to their participation on the Project if deemed necessary by District in its sole and reasonable discretion.

3.3.2 Qualification and License. All engineers, experts and other consultants retained by Engineer in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All engineers, experts and other consultants hired by Engineer shall be required to meet the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, Engineer's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Engineer shall promptly obtain written District approval of any assignment, reassignment or replacement of such engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Engineer's consultants and key personnel shall be subject to approval by District.

3.4 Standard of Care.

3.4.1 Standard of Care. Engineer shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be fully responsible to District for any damages to District and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Engineer shall be fully responsible to the District for any increased costs incurred by the District as a result of any such delays in the design or construction of the Project. Engineer represents and maintains that it is skilled in the professional calling necessary to perform the Services. Engineer warrants that all of its employees, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Engineer represents that it, its employees, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Engineer shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Engineer's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is reasonably determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Engineer and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Engineer shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any

manner affecting the performance of the Services or the Project, and shall give all notices required of the Engineer by law. Engineer shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Engineer performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Engineer shall be solely responsible for all costs arising there from. Engineer shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Engineer shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the California Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the Division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education, the California Department of General Services and local jurisdictions, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit "A" attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations, which were not known or reasonably should not have been known, by Engineer may be compensated as Additional Services. Engineer shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit "A" attached hereto.

3.5.3 Americans with Disabilities Act. Engineer will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act ("ADA"). Engineer shall inform District of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide District with its interpretation of such inconsistencies and conflicting interpretations. Unless Engineer brings such inconsistencies and conflicting interpretations to the attention of the District and requests District's direction on how to proceed, the Engineer's interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Engineer, and the Engineer shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. If Engineer brings such inconsistencies and conflicting interpretations to the attention of the District and request's District's direction on how to proceed, Engineer shall be responsible to the District only pursuant to the indemnification provision of this Agreement. District acknowledges that the requirements of the federal and state accessibility laws are subject to various and possibly contradictory interpretations, and that the Engineer cannot warrant or guarantee that its interpretation will be correct. Engineer will adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

3.5.4 Permits, Approvals and Authorizations. Engineer shall provide District with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Engineer

shall then assist the District in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the District.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. District retains Engineer on an independent contractor basis and Engineer is not an employee of District. Engineer is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to District's employees. Any additional personnel performing the Services under this Agreement on behalf of Engineer shall also not be employees of District, and shall at all times be under Engineer's exclusive direction and control. Engineer shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Engineer shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Timely Performance Standard. The District shall approve proposals from the Engineer, incorporating the terms and conditions set forth herein, with any noted exceptions, authorizing the Engineer to proceed with the work described therein. The District shall not be liable for payment for any work performed by the Engineer for which the District has not given written approval. Engineer shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Engineer shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the District and within any completion schedules adopted for the Project. Engineer agrees to coordinate with District's staff, contractors and consultants in the performance of the Services, and shall be available to District's staff, contractors and consultants at all reasonable times.

3.7.2 Performance Schedule. Engineer shall prepare an estimated time schedule for the performance of Engineer's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the District's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for District's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If District and Engineer cannot mutually agree on a performance schedule, District shall have the authority to immediately terminate this Agreement. The schedule, including any excusable delays, shall not be exceeded by Engineer without the prior written approval of District. If the Engineer's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the District will suffer damage for which the Engineer will be responsible pursuant to the indemnification provision of this Agreement.

3.7.3 Excusable Delays. Any delays in Engineer's work caused by the following shall be added to the time for completion of any obligations of Engineer: (1) the

actions of District or its employees; (2) the actions of those in direct contractual relationship with District; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Engineer; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Engineer.

3.7.4 Request for Excusable Delay Credit. The Engineer shall, within ten (10) calendar days of the beginning of any excusable delay (unless District grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement), notify the District in writing of the causes of delay. District will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole and reasonable judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Engineer make an application for an extension of time, Engineer shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Engineering Services.

3.8.1 Request for Services. At District's request, Engineer may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted Engineering practices.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Engineer to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Engineer shall not perform, nor be compensated for, Additional Services without prior written authorization from District and without an agreement between the District and Engineer as to the scope and compensation to be paid for such services. District shall pay Engineer for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Engineer pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Engineer was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

3.8.3.1 Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

3.8.3.2 Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Engineer to detect and report such matters when it reasonably should have done so shall not be compensated.

3.8.3.3 Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Engineer.

3.8.3.4 Legal Proceedings. Serving as an expert witness on District's behalf or attending legal proceedings to which the Engineer is not a party.

3.8.3.5 Damage Repair. Supervision of repair of damages to any structure.

3.8.3.6 Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Engineer's services for the Project.

3.8.3.7 Inspection Services. Professional inspection services, as required, in strict accordance with all applicable local, state and federal laws, rules and regulations.

3.9 District Responsibilities. District's responsibilities shall include the following:

3.9.1 Data and Information. District shall make available to Engineer all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the District shall provide the Engineer with a preliminary construction budget ("District's Preliminary Construction Budget").

3.9.2 Bid Phase. Distribute or delegate to others, included but not limited to the Engineer, Final Construction Bid Documents to bidders and conduct the opening and review of bids for the Project.

3.9.3 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.4 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection, as required by Title 21 of the California Code of Regulations, or to conduct any other environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules or regulations.

3.9.5 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.6 District's Representative. Designate a person to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall be authorized to act as liaison between Engineer and District in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of the District for all purposes under this Agreement. Such person shall assist Engineer in observing construction of the Project and participating in the preparation of the Punch List Items required by Exhibit "A" attached hereto. District may designate new and/or different individuals to act as District's Representative from time to time. The District's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

3.9.7 Review and Approve Documents. Review all documents, including change orders and other matters requiring approval by the District Council or other officials. District shall advise Engineer of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Engineer's Compensation for Basic Services. Subject to adjustment under Exhibit "B" attached hereto, District shall pay to Engineer, for the performance of all Services rendered under this Agreement, a not to exceed amount of **FIFTY-FIVE THOUSAND, EIGHT HUNDRED DOLLARS \$55,800.00** in incremental amounts set forth in approved proposals prior to performance of Services as described herein ("Total Compensation"). The Total Compensation shall constitute complete and adequate payment for the Services Provided under this Agreement.

3.10.2 Payment for Basic Service. In compliance with Civil Code Section 3320, District shall make progress payments to Engineer monthly upon receipt of Engineer's statement on account of compensation for Basic Services. The amount of the progress payment shall be the fraction of estimated compensation for Basic Services.

3.10.3 Payment for Additional Services. Additional Services may be authorized pursuant to the applicable provisions of this Agreement. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "B" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. Engineer shall be paid for Additional Services, as defined by this Agreement, so long as they have been approved in advance by the District. If District requires Engineer to hire consultants to perform any Additional Services, Engineer shall be compensated therefore at the rates and in the manner set forth in Exhibit "B" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. District shall have the authority to review and approve the rates of any such consultants. In addition, Engineer shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.4.

3.10.4 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Engineer shall not be reimbursed for any expenses unless authorized in writing by District, which approval may be evidenced by inclusion in Exhibit "B" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Engineer in the interest of the Project. Engineer shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) additional document duplication costs in excess of the number of sets set forth in Exhibit "A" and (5) other costs, fees and expenses not specifically allowed under this agreement or a part of an approved proposal.

3.10.5 Payment to Engineer. Engineer's compensation and reimbursable expenses shall be paid by District to Engineer no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the compensation rates indicated in Exhibit "B" attached hereto and incorporated herein by reference. In order to receive payment, Engineer shall present to District an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Engineer shall present to District an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner. Upon cancellation or termination of this Agreement, Engineer shall be compensated as set forth in the termination provision herein.

3.10.6 Withholding Payment to Engineer. The District may withhold payment, in whole or in part, to the extent reasonably necessary to protect the District from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the intentional or negligent acts, errors or omissions protected under the indemnification provisions of this Agreement. Failure by District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District

may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which Engineer is liable under the Agreement or state law. Payments to the Engineer for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Engineer shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within the Engineer's reasonable control.

3.10.7 Prevailing Wages. Engineer is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Engineer agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. District shall provide Engineer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Engineer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Engineer's principal place of business and at the Project site. Engineer shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Engineer or its consultants to comply with the Prevailing Wage Laws.

3.11 Notice to Proceed.

Engineer shall not proceed with performance of any Services under this Agreement unless and until the District provides a written notice to proceed.

3.12. Termination, Suspension and Abandonment.

3.12.1 District's Termination for Convenience; Engineer's Termination for Cause. District hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Engineer shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Engineer shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by District as a result of the default, if any, by Engineer. Engineer hereby expressly waives any and all claims for damages or compensation arising under this Section 3.12, except as set forth herein, in the event of such suspension, abandonment or termination.

Engineer may terminate this Agreement for substantial breach of performance by the District, such as failure to make payment to Engineer as provided in this Agreement.

3.12.2 District's Suspension of Work. If Engineer's Services are suspended by District, District may require Engineer to resume such Services within ninety (90) days after written notice from District. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the District and Engineer.

3.12.3 Documents and Other Data. Within Seven (7) calendar days following suspension, abandonment or termination of this Agreement, Engineer shall provide to District all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which District would have been entitled at the completion of Engineer's Services under this Agreement. Upon payment of the amount required to be paid to Engineer pursuant to the termination provisions of this Agreement, District shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Engineer under this Agreement. In the event of a dispute regarding the amount of compensation to which the Engineer is entitled under the termination provisions of this Agreement, the Parties shall be subject to Section 3.19 of this Agreement and Engineer shall provide all Project Documents to District upon payment of the undisputed amount. Engineer shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. Engineer shall make such documents available to District without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Engineers. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. Pursuant to California Education Code section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, Engineering presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of District. Although the official copyright in all Project Documents shall remain with the Engineer or other applicable subcontractors or consultants, the Project Documents shall be the property of District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Engineer shall provide to District copies of all Project Documents required by District. In addition, Engineer shall retain copies of all Project Documents on file for a minimum of five (5) years following completion of the Project, and shall make copies available to District upon the payment of reasonable duplication costs. Before destroying the Project Documents following

this retention period, Engineer shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.13.2 Right to Use. Engineer grants to District the right to use and reuse all or part of the Project Documents, at District's sole discretion with no additional compensation to Engineer, for the construction of all or part of this Project. District is not bound by this Agreement to employ the services of Engineer in the event such documents are used or reused. District shall be able to use or reuse the Project Documents for their intended purposes or to otherwise complete this Project, if necessary, without risk of liability to the District. However, any use or reuse by District of the Project Documents for other than their intended use or on any project other than this Project without employing the services of Engineer shall be at District's own risk. If District uses or reuses the Project Documents on any project other than this Project, it shall remove the Engineer's seal from the Project Documents and indemnify and hold harmless Engineer and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project. Engineer shall be responsible and liable for its Project Documents, pursuant to the terms of this Agreement, only with respect to the condition of the Project Documents at the time they are provided to the District upon completion, suspension, abandonment or termination. Engineer shall not be responsible or liable for any revisions to the Project Documents made by any party other than Engineer, a party for whom the Engineer is legally responsible or liable, or anyone approved by the Engineer.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Engineer shall require any and all subcontractors and consultants to agree in writing that District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Engineer represents and warrants that Engineer has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Engineer prepares or causes to be prepared pursuant to this Agreement. Engineer shall indemnify and hold District harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Engineer makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than Engineer and provided to Engineer by District.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Engineer in connection with the performance of this Agreement, shall be held confidential by Engineer to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of District, be used or reproduced by Engineer for any purposes other than the performance of the Services. Engineer shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Engineer which is otherwise known to Engineer or is generally known, or has become known, to the related industry shall be deemed confidential. Engineer shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any

magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of District.

3.14 Indemnification.

Engineer shall defend, indemnify and hold District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of Engineer, its officials, officers, employees, subcontractors, consultants or agents in the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and reasonable attorney's fees, expert witness fees and other related costs and expenses of defense. Engineer shall defend, at Engineer's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its officials, officers, employees, volunteers and agents. Engineer shall pay and satisfy any judgment, award or decree that may be rendered against District, its officials, officers, employees, volunteers and agents in any such suits, actions or other legal proceedings. Engineer shall also reimburse District for the cost of any settlement paid by District arising out of any such claims, demands, causes of action, costs, expenses, liabilities, losses, damages, injuries, suits, actions, or other legal proceedings. Such reimbursement shall include payment for District's reasonable attorney's fees and costs, including expert witness fees. Engineer shall reimburse District, its officials, officers, employees, volunteers and agents for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Engineer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, volunteers and agents.

3.15 Insurance.

3.15.1 Time for Compliance. Engineer shall not commence Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section.

3.15.2 Minimum Requirements. Engineer shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Engineer, its officials, officers, agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) **Minimum Scope of Insurance.** Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as

required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability*: Coverage which is appropriate to the Engineer's profession, or that of its consultants or subcontractors.

(B) Minimum Limits of Insurance. Coverage shall provide limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$1,000,000 per claim.

3.15.3 Professional Liability. Engineer and its consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

3.15.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Engineer shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the performance of the Agreement by the Engineer, its officials, officers, agents, representatives, employees or subcontractors, including materials, parts or equipment furnished in connection with such services; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Engineer's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Engineer's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Engineer or for which the Engineer is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Engineer's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Engineer's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials,

officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Engineer.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees and agents.

3.15.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

3.15.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Engineer shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees and agents; or (B) the Engineer shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.15.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the District.

3.15.8 Verification of Coverage. Engineer shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District, if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.15.9 Subcontractor and Consultant Insurance Requirements. Engineer shall not allow any of its engineers, experts or other consultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Engineer, District may approve different scopes or minimum limits of insurance for particular engineers, experts or other consultants. Unless otherwise approved by the District, the engineers, experts and other consultants shall comply with each and every provision of this Section.

3.16 Records.

Engineer shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Engineer shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this

Agreement. Engineer shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Engineer shall cooperate and consult with District in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to District's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above and as determined at the time the schematic drawings and site utilization plans are approved. Any subsequent construction at the site of the Project, or at any other District site, will be covered by, and be the subject of, a separate Agreement for Engineering services between District and the Engineer chosen therefore by District.

3.19 Dispute Resolution.

In the unlikely event of a dispute, each person signing this Agreement (or his or her successor) shall mutually attempt resolution first by informal face-to-face negotiations. If mutually agreeable to the parties, any remaining disputes shall be submitted to a mutually agreeable independent third-party for mediation, whose decision of the dispute shall be final and binding on all parties. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.20 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Engineer shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

3.21 Asbestos Certification.

Engineer shall certify to District, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Engineer prepares for the Project. Engineer shall require all consultants who prepare any other documents for the Project to submit the same written certification. Engineer shall also assist the District in ensuring that contractors provide District with certification, in writing and under penalty of perjury, that to the best of their

knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Engineer shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Los Angeles County.

3.24 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.27 Safety.

Engineer shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Engineer shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

ENGINEER: OPTIMUM ENERGY DESIGN, LLC
5200 E. LA PALMA AVE.
ANAHEIM, CA 92807
ATTENTION: ABBY BANERJEE
PRESIDENT

DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT
P.O. BOX 3520
501 CRESCENT WAY
ANAHEIM, CA 92803-3520
ATTENTION: MICHAEL MATSUDA
SUPERINTENDENT

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.29 Attorney's Fees.

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses.

3.30 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

3.31 District's Right to Employ Other Consultants.

District reserves right to employ other consultants, including Engineers, in connection with this Project or other projects.

3.32 Prohibited Interests.

3.32.1 Solicitation. Engineer maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement. Further, Engineer warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or

resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

3.33 Equal Opportunity Employment.

Engineer represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Engineer shall also comply with all relevant provisions of District's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Disabled Veteran Business Enterprise Certification. If required for this Project, Engineer shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement. If Engineer fails to comply with this requirement, the Agreement shall be deemed canceled.

3.35 Labor Certification.

By its signature hereunder, Engineer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.36 Subcontracting.

As specified in this Agreement, Engineer shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.37 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.38 Drug/Tobacco Free Facilities. All District facilities are drug and tobacco free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

3.39 Fingerprinting Requirements. Unless exempted, Engineer shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Engineer shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. To this end, the Engineer and its consultants must provide for the completion of the certification form attached hereto as Exhibit "C" and incorporated herein by reference prior to any of the Engineer's employees, or those of any other consultants, coming into contact with the District's pupils.

3.40 Exhibits and Recitals. All Exhibits and Recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth herein by this reference.

3.41 Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

**ANAHEIM UNION HIGH SCHOOL
DISTRICT**

By: 
Michael Matsuda
Superintendent

OPTIMUM ENERGY DESIGN, LLC


By: 
Abby Banerjee
President

EXHIBIT "A"**ENGINEER'S SCOPE OF SERVICES****1. GENERAL REQUIREMENTS.**

1.1 Basic Services. Engineer agrees to perform all the necessary professional engineering (e.g. mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 Exclusions from Basic Services. The following services shall be excluded from the basic services listed above: soils engineering, geotechnical services, hazardous waste or toxic substance engineering.

1.3 Additional Services. Engineer shall perform the following Additional Services for the Project: NOT APPLICABLE

1.4 Communication with District. Engineer shall participate in consultations and conferences with authorized representatives of District and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the District. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor's warranty period. Engineer shall take direction only from the District's Representative, or any other representative specifically designated by the District for this Project, including any program or project manager hired by the District.

1.5 Coordination and Cooperation with Program/Project Manager. The District may hire a program/project manager to administer and coordinate all or any part of the Project on its behalf. If the District does so, it shall provide a copy of its agreement with the program/project manager so that the Engineer will be fully aware of the duties and responsibilities of the program/project manager. The Engineer shall cooperate with the program/project manager and respond to any requests or directives authorized by the District to be made or given by the program/project manager. The Engineer shall request clarification from the District in writing if the Engineer should have any questions regarding the authority of the program/project manager.

1.6 Prints and Electronic Copies. The Engineer shall Provide:

1.6.1 Prints. All prints of documents required for design, development, and coordination by Engineer and its consultants shall be furnished by Engineer. All prints for government approval shall be furnished by Engineer as described in sections 3.4, 4.2 and 5.5.

1.6.2 Electronic Copies. All electronic files, including BIM (only when required) plans, drawings, specifications, and other documents prepared by Engineer or the Engineer's consultants during the course of the Project shall be provided to the District at no additional cost to the District. District may request that such documents be delivered in REVIT (or AUTOCAD), when used, with all X-refs, and pen weights and vector files in PDF with true type fonts, PDF files, or other format approved by the District. In addition, the Engineer shall provide the District with a BIM format diskette file with all layers unprotected so the District may utilize the files. It is expressly understood that the release of the underlying BIM document is for the limited use only for the Project (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of the Engineer.

EXHIBIT "B"

PROPOSAL FOR ENGINEERING SERVICES

(SEE ATTACHED PROPOSAL DATE OCTOBER 26, 2020)

EXHIBIT "C"

CONTRACTOR FINGERPRINTING REQUIREMENTS

Engineer Certification

With respect to the Agreement dated **October 26, 2020** by and between the Anaheim Union High School District ("District") and **Optimum Energy Design (OED)** ("Engineer") for the provision of Engineering services, Engineer hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

Date

Engineer Exemption

Pursuant to Education Code section 45122.1, the Anaheim Union High School District ("District") has determined that **Optimum Energy Design (OED)** ("Engineer") is exempt from the criminal background check certification requirements for the service Agreement dated **October 26, 2020** by and between the District and Engineer ("Agreement") because:

- ☐ The Engineer's employees will have limited contact with District students during the course of the Agreement; or
- ☐ Emergency or exceptional circumstances exist.

District Official

Date

Engineer's Consultant Certification

The Anaheim Union High School District ("District") entered into an agreement for Engineering services with **Optimum Energy Design (OED)** ("Engineer") on or about **October 26, 2020** ("Agreement"). This certification is submitted by _____, a consultant to the Engineer for purposes of that Agreement ("Consultant"). Consultant hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Consultant's Representative

Date

Engineer's Consultant Exemption

The Anaheim Union High School District ("District") entered into an agreement for Engineering services with **Optimum Energy Design (OED)** ("Engineer") on or about **October 26, 2020** ("Agreement"). Pursuant to Education Code section 45122.1, the District has determined that _____, a consultant to the Engineer for purposes of that Agreement ("Consultant"), is exempt from the criminal background check certification requirements for the Agreement because:

- ☐ The Consultant's employees will have limited contact with District students during the course of the Agreement; or
- ☐ Emergency or exceptional circumstances exist.

District Official

Date

PROPOSAL FOR ENGINEERING SERVICES

October 26, 2020

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

Attention: Zohra Cronin, Director of Maintenance and Operations

Project: AUHSD HVAC Assessment and Recommendations for MERV 13 filters
3715 W Orange Ave
Anaheim, CA 92801

Subject: Proposal for Consulting Engineering Services

We are pleased to submit this proposal for the consulting mechanical services necessary for the above project.

PROJECT DESCRIPTION:

This project comprises of the following scope for all campuses of the district:

PART A

1. Assess district-wide HVAC units for the campuses listed below and the District Office to determine if the usage of MERV- 13 has any implications on the HVAC units, and effectiveness of these filters.

Note: Estimated timeline for completion of entire scope: 18-20 business days from NTP. Assuming we have district personnel support to open units.

PART B

1. Recommendation plan and measures to address the HVAC air treatment for COVID 19 including gymnasiums.

Note: Timeline is approximately 12-14 business days, this scope can occur simultaneously with survey work.

Exclusions:

- a. Design drawings
- b. DSA scope

Campuses including buildings are:

1. Ball Junior High School: Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 900
2. Brookhurst Junior High School: Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 900
3. Dale Junior High School: Buildings 2, 4, 5, 6, 7, 8, 900, 5A, New Band Building
4. Lexington Junior High School: Admin, Buildings 140, 240, 300, 400, 500, 600, 700, 840, Gym
5. Gilbert HS at Trident Education Center: Buildings 1, 2, 3, 4, 5, 6, 7, 8, A
6. Orangeview Junior High School: Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16
7. South Junior High School: Buildings 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17
8. Sycamore Junior High School: Buildings 1, 2, 3, 4, 5, 6, 7, 8
9. Walker Junior High School: Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10
10. Anaheim High School: Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 800
11. Cypress High School: Buildings A, G, PG, T, 100, 200, 300, 400, 500, all portable buildings
12. Hope School: Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, FS
13. Katella High School: Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, childcare, student store, relo. buildings
14. Kennedy High School: Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, G, PG, Library, portables
15. Loara High School: Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, portables

16. Magnolia High School: Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 900
17. Oxford Academy: Buildings 100, 300, 400, 500, 600, 700, 800, Gym
18. Savanna High School: Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 900
19. Western High School: Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 900, portables
20. District Office: Buildings DO, TR, FS, PDC, HR, Construction Trailer

Exclusions:

1. Cambridge Virtual Academy
2. Gilbert West

PART A PROJECT SCOPE:

For this scope of work, we will provide the following services:

- a. Review ASHRAE audit report of HVAC equipment for preparation of site survey
- b. Site investigation visit of each campus to review the following:
 - i. Confirm current quantity of units and update list as necessary
 - ii. Inspect the current typical filter installation for feasibility of MERV 13 installation
Note: equipment filter access shall be performed by district personnel in attendance of site walk
- c. Prepare updated equipment matrix from site observations. Note: ASHRAE audit does not list all the units on each campus. Survey includes all units above and beyond the ASHRAE audit.
- d. Attend up to one meeting with district
- e. Prepare reports per campus for feasibility of MERV 13 installation

Exclusions:

- i. Invasive work on HVAC equipment

Fee shall be a fixed Fee: \$42,800.00

PART B PROJECT SCOPE:

For this scope of work, we will provide the following services:

- a. Based on OED site survey, prepare recommendations for technologies for COVID mitigation including mfrgs.
- b. Submit catalog cuts of the equipment for review
- c. Prepare ROM cost estimate for measures
- d. Attend up to 2 meetings with district to review options
- e. Prepare final comprehensive report for the above

Exclusions:

- i. Invasive work on HVAC equipment

Fee shall be a fixed Fee: \$13,000.00

TOTAL FEE: \$55,800.00

Note: Fees shall be billed monthly.

Additional services will be provided as requested and will be charged on the basis of the following rates:

POSITION	RATE (HOURLY)
President	\$195
Sr. Project Engineer/ Manager	\$145
Project Manager	\$130
Designer	\$105
CAD	\$95
Administrative	\$85
EXPENSES	
Mileage	\$0.54 per mile
Printing & Deliveries	\$7.50 per sheet plus delivery expenses

If you have any questions concerning the proposed scope of work, services, fees and agreement, please call me. If this proposal and agreement are acceptable, please return one signed copy of each for our records. Thank you for this opportunity to be of service. I look forward to working with you and your office on this project.

Very truly yours,

Optimum Energy Design

Accepted for AUHSD

By:.....

Date:.....

Abby Banerjee, P.E. CxA, LEED AP BD+C, EMP
President

AGREEMENT FOR ENGINEERING SERVICES

1 PARTIES AND DATE.

This Agreement is made and entered into this **20th day of November, 2020** by and between the **Anaheim Union High School District**, a public school district organization organized under the laws of the State of California with its principal place of business at 501 Crescent Way Anaheim CA 92801 (“District”) and **Petra Structural Engineers, Inc.** a Corporation, with one or more engineers licensed to practice in the State of California and with its principal place of business at 17981 Skypark Circle, Suite O, Irvine, CA, 92614 (“Engineer”). District and Engineer are sometimes individually referred to as “Party” and collectively as “Parties.”

2 RECITALS.

2.1 District. District is a public school district organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Engineer. Engineer desires to perform and assume responsibility for the provision of certain professional Engineering services required by the District on the terms and conditions set forth in this Agreement. Engineer warrants that it is fully licensed, qualified, and willing to perform the services required by this Agreement; provided, however, that if Engineer is a corporation or other organization, the Project Engineer designated pursuant to Section 3.2, and not the Engineer itself, shall be fully licensed to practice as an Engineer in the State of California.

2.3 Project. District desires to engage Engineer to render such services for the Repairs of the AUHSD Facilities as set forth in this Agreement and to be specifically defined by approved proposals.

3 TERMS

3.1 Employment of Engineer. Engineer promises and agrees to furnish to District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering and related services necessary for the full and adequate completion of the Project consistent with the provisions of this Agreement (hereinafter referred to as “Services”). The Services are more particularly described throughout this Agreement, including Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. All Services performed by Engineer shall be subject to the sole and discretionary approval of the District for compliance with the Standard of Care as defined in the Agreement and in

conformance with this Agreement, which approval shall not be unreasonably withheld.

3.2 Project Engineer; Key Personnel.

3.2.1 Project Engineer. The Project Engineer shall: (1) maintain oversight of the Services at all times; (2) have full authority to represent and act on behalf of the Engineer for all purposes under this Agreement; (3) supervise and direct the Services using his or her best skill and attention; (4) be responsible for the means, methods, techniques, sequences and procedures used for the Services; (5) adequately coordinate all portions of the Services; and (6) act as principal contact with District and all contractors, consultants, engineers and inspectors on the Project. Any change in the Project Engineer shall be subject to the District's prior written approval, which approval shall not be unreasonably withheld. The new Project Engineer shall be of at least equal competence as the prior Project Engineer. In the event that District and Engineer cannot agree as to the substitution of a new Project Engineer, District shall be entitled to terminate this Agreement for cause.

3.2.2 Key Personnel. In addition to the Project Engineer, Engineer has represented to the District that certain additional key personnel, engineers and consultants will perform the Services under this Agreement. Should one or more of such personnel, engineers or consultants become unavailable, Engineer may substitute others of at least equal competence upon written approval of the District. In the event that District and Engineer cannot agree as to the substitution of key personnel, engineers or consultants, District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel, engineers or consultants who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Engineer at the request of the District.

3.3 Hiring of Consultants and Personnel.

3.3.1 Right to Hire or Employ. Engineer shall have the option, unless District objects in writing after notice, to employ at its expense engineers, experts or other consultants qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Engineer may delegate without relieving Engineer from administrative or other responsibility under this Agreement. Engineer shall be responsible for the coordination and cooperation of Engineer's experts or other consultants. All consultants, including changes in consultants, shall be subject to approval by District in its sole and reasonable discretion. Engineer shall notify District of the identity of all consultants at least fourteen (14) days prior to their commencement of work in order to allow District time to review their qualifications and decline consent to their participation on the Project if deemed necessary by District in its sole and reasonable discretion.

3.3.2 Qualification and License. All engineers, experts and other consultants retained by Engineer in performance of this Agreement shall be qualified to perform the Services assigned to them, and shall be licensed to practice in their respective professions, where required by law.

3.3.3 Standards and Insurance. All engineers, experts and other consultants hired by Engineer shall be required to meet the same standards and insurance requirements set forth in this Agreement, unless other standards or requirements are approved by the District in writing. Unless changes are approved in writing by the District, Engineer's agreements with its consultants shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.3.4 Assignments or Staff Changes. Engineer shall promptly obtain written District approval of any assignment, reassignment or replacement of such engineers, experts and consultants, or of other staff changes of key personnel working on the Project. As provided in the Agreement, any changes in Engineer's consultants and key personnel shall be subject to approval by District.

3.4 Standard of Care.

3.4.1 Standard of Care. Engineer shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform the Services in the same discipline in the State of California, and shall be fully responsible to District for any damages to District and delays to the Project as specified in the indemnification provision of this Agreement. Without limiting the foregoing, Engineer shall be fully responsible to the District for any increased costs incurred by the District as a result of any such delays in the design or construction of the Project. Engineer represents and maintains that it is skilled in the professional calling necessary to perform the Services. Engineer warrants that all of its employees, engineers, experts and other consultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Engineer represents that it, its employees, engineers, experts and other consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services assigned to or rendered by them, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Engineer shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Engineer's failure to comply with the standard of care provided for herein.

3.4.2 Performance of Employees. Any employee or consultant who is reasonably determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee or consultant who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Engineer and shall not be re-employed to perform any of the Services or to work on the Project.

3.5 Laws and Regulations.

3.5.1 Knowledge and Compliance. Engineer shall keep itself fully informed of and in compliance with all applicable local, state and federal laws, rules and regulations in any

manner affecting the performance of the Services or the Project, and shall give all notices required of the Engineer by law. Engineer shall be liable, pursuant to the standard of care and indemnification provisions of this Agreement, for all violations of such laws and regulations in connection with its Services. If the Engineer performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Engineer shall be solely responsible for all costs arising there from. Engineer shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.5.2 Drawings and Specifications. Engineer shall cause all drawings and specifications to conform to any applicable requirements of federal, state and local laws, rules and regulations, including, but not limited to, the California Building Code, the California Education Code, Titles 19, 21 and 24 of the California Code of Regulations, and any requirements of the Division of State Architect (including structural safety, fire/life safety and access compliance section), the State Department of Education, the California Department of General Services and local jurisdictions, in effect as of the time the drawings and specifications are prepared or revised during the latest phase of the Services described in Exhibit “A” attached hereto. Any significant revisions made necessary by changes in such laws, rules and regulations, which were not known or reasonably should not have been known, by Engineer may be compensated as Additional Services. Engineer shall cause the necessary copies of such drawings and specifications to be filed with any governmental bodies with approval jurisdiction over the Project, in accordance with the Services described in Exhibit “A” attached hereto.

3.5.3 Americans with Disabilities Act. Engineer will use its best professional efforts to interpret all applicable federal, state and local laws, rules and regulations with respect to access, including those of the Americans with Disabilities Act (“ADA”). Engineer shall inform District of the existence of inconsistencies of which it is aware or reasonably should be aware between federal and state accessibility laws, rules and regulations, as well as any other issues which are subject to conflicting interpretations of the law, and shall provide District with its interpretation of such inconsistencies and conflicting interpretations. Unless Engineer brings such inconsistencies and conflicting interpretations to the attention of the District and requests District’s direction on how to proceed, the Engineer’s interpretation of such inconsistencies and conflicting interpretations shall be the sole responsibility and liability of Engineer, and the Engineer shall correct all plans, specifications and other documents prepared for the Project at no additional cost if its interpretations are shown to be incorrect. If Engineer brings such inconsistencies and conflicting interpretations to the attention of the District and request’s District’s direction on how to proceed, Engineer shall be responsible to the District only pursuant to the indemnification provision of this Agreement. District acknowledges that the requirements of the federal and state accessibility laws are subject to various and possibly contradictory interpretations, and that the Engineer cannot warrant or guarantee that its interpretation will be correct. Engineer will adhere to the standard of care provided for in this Agreement and will use its reasonable professional efforts and judgment in making its interpretations.

3.5.4 Permits, Approvals and Authorizations. Engineer shall provide District with a list of all permits, approvals or other authorizations required for the Project from all federal, state or local governmental bodies with approval jurisdiction over the Project. Engineer

shall then assist the District in obtaining all such permits, approvals and other authorizations. The costs of such permits, approvals and other authorizations shall be paid by the District.

3.6 Independent Contractor.

3.6.1 Control and Payment of Subordinates. District retains Engineer on an independent contractor basis and Engineer is not an employee of District. Engineer is not an employee for state tax, federal tax or any other purpose, and is not entitled to the rights or benefits afforded to District's employees. Any additional personnel performing the Services under this Agreement on behalf of Engineer shall also not be employees of District, and shall at all times be under Engineer's exclusive direction and control. Engineer shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Engineer shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.7 Schedule of Services.

3.7.1 Timely Performance Standard. The District shall approve proposals from the Engineer, incorporating the terms and conditions set forth herein, with any noted exceptions, authorizing the Engineer to proceed with the work described therein. The District shall not be liable for payment for any work performed by the Engineer for which the District has not given written approval. Engineer shall perform all Services hereunder as expeditiously as is consistent with professional skill and care, as well as the orderly progress of the Project work so as not to be the cause, in whole or in part, of delays in the completion of the Project or in the achievement of any Project milestones, as provided herein. Specifically, Engineer shall perform its Services so as to allow for the full and adequate completion of the Project within the time required by the District and within any completion schedules adopted for the Project. Engineer agrees to coordinate with District's staff, contractors and consultants in the performance of the Services, and shall be available to District's staff, contractors and consultants at all reasonable times.

3.7.2 Performance Schedule. Engineer shall prepare an estimated time schedule for the performance of Engineer's Services, to be adjusted as the Project proceeds. Such schedule shall be subject to the District's review and approval, which approval shall not be unreasonably withheld, and shall include allowances for periods of time required for District's review and approval of submissions, and for approvals of authorities having jurisdiction over Project approval and funding. If District and Engineer cannot mutually agree on a performance schedule, District shall have the authority to immediately terminate this Agreement. The schedule, including any excusable delays, shall not be exceeded by Engineer without the prior written approval of District. If the Engineer's Services are not completed within the time provided by the agreed upon performance schedule, or any milestones established therein, it is understood, acknowledged and agreed that the District will suffer damage for which the Engineer will be responsible pursuant to the indemnification provision of this Agreement.

3.7.3 Excusable Delays. Any delays in Engineer's work caused by the following shall be added to the time for completion of any obligations of Engineer: (1) the

actions of District or its employees; (2) the actions of those in direct contractual relationship with District; (3) the actions of any governmental agency having jurisdiction over the Project; (4) the actions of any parties not within the reasonable control of the Engineer; and (5) any act of God or other unforeseen occurrence not due to any fault or negligence on the part of Engineer.

3.7.4 Request for Excusable Delay Credit. The Engineer shall, within ten (10) calendar days of the beginning of any excusable delay (unless District grants in writing a further period of time to file such notice prior to the date of final payment under the Agreement), notify the District in writing of the causes of delay. District will then ascertain the facts and the extent of the delay, and grant an extension of time for completing the Services when, in its sole and reasonable judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Services affected by the delay and shall not apply to other portions of the Services not so affected. If Additional Services are required as a result of an excusable delay, the parties shall mutually agree thereto pursuant to the Additional Services provision of this Agreement. Should Engineer make an application for an extension of time, Engineer shall submit evidence that the insurance policies required by this Agreement remain in effect during the requested additional period of time.

3.8 Additional Engineering Services.

3.8.1 Request for Services. At District's request, Engineer may be asked to perform services not otherwise included in this Agreement, not included within the basic services listed in Exhibit "A" attached hereto, and/or not customarily furnished in accordance with generally accepted Engineering practices.

3.8.2 Definition. As used herein, "Additional Services" mean: (1) any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Engineer to perform at the execution of this Agreement; or (2) any work listed as Additional Services in Exhibit "A" attached hereto. Engineer shall not perform, nor be compensated for, Additional Services without prior written authorization from District and without an agreement between the District and Engineer as to the scope and compensation to be paid for such services. District shall pay Engineer for any approved Additional Services, pursuant to the compensation provisions herein, so long as such services are not made necessary through the fault of Engineer pursuant to the indemnification provision of this Agreement.

3.8.3 Examples of Additional Services. Such Additional Services shall not include any redesign or revisions to drawings, specifications or other documents when such revisions are necessary in order to bring such documents into compliance with applicable laws, rules, regulations or codes of which Engineer was aware or should have been aware pursuant to the laws and regulations provision of this Agreement above. Such Additional Services may include, but shall not be limited to:

3.8.3.1 Separately Bid Portions of Project. Plan preparation and/or administration of work on portions of the Project separately bid.

3.8.3.2 Fault of Contractor. Services caused by delinquency, default or insolvency of contractor, or by major defects in the work of the contractor, provided that any such services made necessary by the failure of Engineer to detect and report such matters when it reasonably should have done so shall not be compensated.

3.8.3.3 Inconsistent Approvals or Instructions. Revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of Engineer.

3.8.3.4 Legal Proceedings. Serving as an expert witness on District's behalf or attending legal proceedings to which the Engineer is not a party.

3.8.3.5 Damage Repair. Supervision of repair of damages to any structure.

3.8.3.6 Extra Environmental Services. Additional work required for environmental conditions (e.g. asbestos or site conditions) not already contemplated within the Engineer's services for the Project.

3.8.3.7 Inspection Services. Professional inspection services, as required, in strict accordance with all applicable local, state and federal laws, rules and regulations.

3.9 District Responsibilities. District's responsibilities shall include the following:

3.9.1 Data and Information. District shall make available to Engineer all necessary data and information concerning the purpose and requirements of the Project, including scheduling and budget limitations, objectives, constraints and criteria. As part of the budget limitation information, the District shall provide the Engineer with a preliminary construction budget ("District's Preliminary Construction Budget").

3.9.2 Bid Phase. Distribute or delegate to others, included but not limited to the Engineer, Final Construction Bid Documents to bidders and conduct the opening and review of bids for the Project.

3.9.3 Testing. Retain consultant(s) to conduct chemical, mechanical, soils, geological or other tests required for proper design of the Project, and furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known to determine soil condition or to ensure the proper development of the required drawings and specifications.

3.9.4 Required Inspections and Tests. Retain consultant(s) to conduct materials testing and inspection, as required by Title 21 of the California Code of Regulations, or to conduct any other environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules or regulations.

3.9.5 Fees of Reviewing or Licensing Agencies. Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project.

3.9.6 District's Representative. Designate a person to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall be authorized to act as liaison between Engineer and District in the administration of this Agreement and the Construction Documents, and shall have the power to act on behalf of the District for all purposes under this Agreement. Such person shall assist Engineer in observing construction of the Project and participating in the preparation of the Punch List Items required by Exhibit "A" attached hereto. District may designate new and/or different individuals to act as District's Representative from time to time. The District's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services, as provided in the excusable delay provisions of this Agreement above.

3.9.7 Review and Approve Documents. Review all documents, including change orders and other matters requiring approval by the District Council or other officials. District shall advise Engineer of decisions pertaining to such documents within a reasonable time after submission, so as not to cause unreasonable delay as provided in the excusable delay provisions of this Agreement above.

3.10 Compensation.

3.10.1 Engineer's Compensation for Basic Services. Subject to adjustment under Exhibit "B" attached hereto, District shall pay to Engineer, for the performance of all Services rendered under this Agreement, a not to exceed amount of **FIFTEEN THOUSAND DOLLARS \$15,000.00** in incremental amounts set forth in approved proposals prior to performance of Services as described herein ("Total Compensation"). The Total Compensation shall constitute complete and adequate payment for the Services Provided under this Agreement.

3.10.2 Payment for Basic Service. In compliance with Civil Code Section 3320, District shall make progress payments to Engineer monthly upon receipt of Engineer's statement on account of compensation for Basic Services. The amount of the progress payment shall be the fraction of estimated compensation for Basic Services for the particular phase, which fraction has the services performed that month as the numerator and the total services required within the particular phase as the denominator. The payments shall be such that the total of all progress payments made shall not exceed the following percentages (cumulative, by phases) of the total compensation to be paid to Engineer at various phases for Basic Services:

Final Schematic Design Phase completed	10%
Design Development Phase completed	27%
Construction Documents Phase completed	62%
DSA/Agency Approval Phase completed	67%
Bidding Phase completed	69%
Construction Administration Phase completed	94%
DSA Certification / Project Close-Out Phase completed	100%

3.10.3 Payment for Additional Services. Additional Services may be authorized pursuant to the applicable provisions of this Agreement. If authorized, such Additional Services will be compensated at the rates and in the manner set forth in Exhibit "B" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. Engineer shall be paid for Additional Services, as defined by this Agreement, so long as they have been approved in advance by the District. If District requires Engineer to hire consultants to perform any Additional Services, Engineer shall be compensated therefore at the rates and in the manner set forth in Exhibit "B" attached hereto and incorporated herein by reference, unless a flat rate or some other form of compensation is mutually agreed upon by the parties. District shall have the authority to review and approve the rates of any such consultants. In addition, Engineer shall be reimbursed for any expenses incurred by such consultants pursuant to the terms and conditions of Section 3.10.4.

3.10.4 Reimbursable Expenses. Reimbursable expenses are in addition to compensation for the Services and Additional Services. Engineer shall not be reimbursed for any expenses unless authorized in writing by District, which approval may be evidenced by inclusion in Exhibit "B" attached hereto. Such reimbursable expenses shall include only those expenses which are reasonably and necessarily incurred by Engineer in the interest of the Project. Engineer shall be required to acquire prior written consent in order to obtain reimbursement for the following: (1) extraordinary transportation expenses incurred in connection with the Project; (2) out-of-town travel expenses incurred in connection with the Project; (3) fees paid for securing approval of authorities having jurisdiction over the Project; (4) additional document duplication costs in excess of the number of sets set forth in Exhibit "A" and (5) other costs, fees and expenses not specifically allowed under this agreement or a part of an approved proposal.

3.10.5 Payment to Engineer. Engineer's compensation and reimbursable expenses shall be paid by District to Engineer no more often than monthly. Such periodic payments shall be made based upon the percentage of work completed, and in accordance with the compensation rates indicated in Exhibit "B" attached hereto and incorporated herein by reference. In order to receive payment, Engineer shall present to District an itemized statement which indicates Services performed, percentage of Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement, as well as those expenses for which reimbursement is requested for that statement period. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner.

Payments made for Additional Services shall be made in installments, not more often than monthly, proportionate to the degree of completion of such services or in such other manner as the parties shall specify when such services are agreed upon, and in accordance with any authorized fee or rate schedule. In order to receive payment, Engineer shall present to District an itemized statement which indicates the Additional Services performed, percentage of Additional Services completed, method for computing the amount payable, and the amount to be paid. The statement shall describe the amount of Additional Services provided since the initial

commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon pursuant to the provisions of Civil Code Section 3320. Disputed amounts shall be resolved by the parties in a mutually agreeable manner. Upon cancellation or termination of this Agreement, Engineer shall be compensated as set forth in the termination provision herein.

3.10.6 Withholding Payment to Engineer. The District may withhold payment, in whole or in part, to the extent reasonably necessary to protect the District from claims, demands, causes of action, costs, expenses, liabilities, losses, damages, or injuries of any kind to the extent arising out of or caused by the intentional or negligent acts, errors or omissions protected under the indemnification provisions of this Agreement. Failure by District to deduct any sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses, or damages as determined by the District, incurred by the District for which Engineer is liable under the Agreement or state law. Payments to the Engineer for compensation and reimbursable expenses due shall not be contingent on the construction, completion or ultimate success of the Project. Payment to the Engineer shall not be withheld, postponed, or made contingent upon receipt by the District of offsetting reimbursement or credit from parties not within the Engineer's reasonable control.

3.10.7 Prevailing Wages. Engineer is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Engineer agrees to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws. District shall provide Engineer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Engineer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Engineer's principal place of business and at the Project site. Engineer shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure of the Engineer or its consultants to comply with the Prevailing Wage Laws.

3.11 Notice to Proceed.

Engineer shall not proceed with performance of any Services under this Agreement unless and until the District provides a written notice to proceed.

3.12. Termination, Suspension and Abandonment.

3.12.1 District's Termination for Convenience; Engineer's Termination for Cause. District hereby reserves the right to suspend or abandon, at any time and for any reason, all or any portion of the Project and the construction work thereon, or to terminate this Agreement at any time with or without cause. Engineer shall be provided with at least seven (7) days advanced written notice of such suspension, abandonment or termination. In the event of such suspension, abandonment or termination, Engineer shall be paid for Services and reimbursable expenses rendered up to the date of such suspension, abandonment or termination, pursuant to the schedule of payments provided for in this Agreement, less any claims against or damages suffered by District as a result of the default, if any, by Engineer. Engineer hereby expressly waives any and all claims for damages or compensation arising under this Section 3.12, except as set forth herein, in the event of such suspension, abandonment or termination. Engineer may terminate this Agreement for substantial breach of performance by the District, such as failure to make payment to Engineer as provided in this Agreement.

3.12.2 District's Suspension of Work. If Engineer's Services are suspended by District, District may require Engineer to resume such Services within ninety (90) days after written notice from District. When the Project is resumed, the Total Compensation and schedule of Services shall be equitably adjusted upon mutual agreement of the District and Engineer.

3.12.3 Documents and Other Data. Within Seven (7) calendar days following suspension, abandonment or termination of this Agreement, Engineer shall provide to District all preliminary studies, sketches, working drawings, specifications, computations, and all other Project Documents, as defined below, to which District would have been entitled at the completion of Engineer's Services under this Agreement. Upon payment of the amount required to be paid to Engineer pursuant to the termination provisions of this Agreement, District shall have the rights, as provided in this Agreement hereinafter, to use such Project Documents prepared by or on behalf of Engineer under this Agreement. In the event of a dispute regarding the amount of compensation to which the Engineer is entitled under the termination provisions of this Agreement, the Parties shall be subject to Section 3.19 of this Agreement and Engineer shall provide all Project Documents to District upon payment of the undisputed amount. Engineer shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. Engineer shall make such documents available to District without additional compensation other than as may be approved as a reimbursable expense.

3.12.4 Employment of other Engineers. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.13 Ownership and Use of Documents; Confidentiality.

3.13.1 Ownership. Pursuant to California Education Code section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of working drawings and master plans, preliminary sketches, Engineering presentation drawings,

structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical drawings and data magnetically or otherwise recorded on computer diskettes (hereinafter referred to as the "Project Documents") shall be and remain the property of District. Although the official copyright in all Project Documents shall remain with the Engineer or other applicable subcontractors or consultants, the Project Documents shall be the property of District whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, Engineer shall provide to District copies of all Project Documents required by District. In addition, Engineer shall retain copies of all Project Documents on file for a minimum of five (5) years following completion of the Project, and shall make copies available to District upon the payment of reasonable duplication costs. Before destroying the Project Documents following this retention period, Engineer shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.13.2 Right to Use. Engineer grants to District the right to use and reuse all or part of the Project Documents, at District's sole discretion with no additional compensation to Engineer, for the construction of all or part of this Project. District is not bound by this Agreement to employ the services of Engineer in the event such documents are used or reused. District shall be able to use or reuse the Project Documents for their intended purposes or to otherwise complete this Project, if necessary, without risk of liability to the District. However, any use or reuse by District of the Project Documents for other than their intended use or on any project other than this Project without employing the services of Engineer shall be at District's own risk. If District uses or reuses the Project Documents on any project other than this Project, it shall remove the Engineer's seal from the Project Documents and indemnify and hold harmless Engineer and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project. Engineer shall be responsible and liable for its Project Documents, pursuant to the terms of this Agreement, only with respect to the condition of the Project Documents at the time they are provided to the District upon completion, suspension, abandonment or termination. Engineer shall not be responsible or liable for any revisions to the Project Documents made by any party other than Engineer, a party for whom the Engineer is legally responsible or liable, or anyone approved by the Engineer.

3.13.3 License. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. Engineer shall require any and all subcontractors and consultants to agree in writing that District is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3.13.4 Right to License. Engineer represents and warrants that Engineer has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that Engineer prepares or causes to be prepared pursuant to this Agreement. Engineer shall indemnify and hold District harmless pursuant to the indemnification provisions of this Agreement for any breach of this Section. Engineer makes no such representation and warranty in regard to previously prepared designs, plans, specifications,

studies, drawings, estimates or other documents that were prepared by design professionals other than Engineer and provided to Engineer by District.

3.13.5 Confidentiality. All Project Documents, either created by or provided to Engineer in connection with the performance of this Agreement, shall be held confidential by Engineer to the extent they are not subject to disclosure pursuant to the Public Records Act. All Project Documents shall not, without the written consent of District, be used or reproduced by Engineer for any purposes other than the performance of the Services. Engineer shall not disclose, cause or facilitate the disclosure of the Project Documents to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Engineer which is otherwise known to Engineer or is generally known, or has become known, to the related industry shall be deemed confidential. Engineer shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the written consent of District.

3.14 Indemnification.

Engineer shall defend, indemnify and hold District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of or incident to any intentional or negligent acts, errors or omissions of Engineer, its officials, officers, employees, subcontractors, consultants or agents in the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and reasonable attorney's fees, expert witness fees and other related costs and expenses of defense. Engineer shall defend, at Engineer's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its officials, officers, employees, volunteers and agents. Engineer shall pay and satisfy any judgment, award or decree that may be rendered against District, its officials, officers, employees, volunteers and agents in any such suits, actions or other legal proceedings. Engineer shall also reimburse District for the cost of any settlement paid by District arising out of any such claims, demands, causes of action, costs, expenses, liabilities, losses, damages, injuries, suits, actions, or other legal proceedings. Such reimbursement shall include payment for District's reasonable attorney's fees and costs, including expert witness fees. Engineer shall reimburse District, its officials, officers, employees, volunteers and agents for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Engineer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, volunteers and agents.

3.15 Insurance.

3.15.1 Time for Compliance. Engineer shall not commence Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section.

3.15.2 Minimum Requirements. Engineer shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Engineer, its officials, officers, agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability*: Coverage which is appropriate to the Engineer's profession, or that of its consultants or subcontractors.

(B) Minimum Limits of Insurance. Coverage shall provide limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$1,000,000 per claim.

3.15.3 Professional Liability. Engineer and its consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

3.15.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Engineer shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the performance of the Agreement by the Engineer, its officials, officers, agents, representatives, employees or subcontractors, including materials, parts or equipment furnished in connection with such services; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Engineer's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors,

officials, officers, employees and agents shall be excess of the Engineer's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Engineer or for which the Engineer is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Engineer's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees and agents shall be excess of the Engineer's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Engineer.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees and agents.

3.15.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

3.15.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Engineer shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees and agents; or (B) the Engineer shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.15.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the District.

3.15.8 Verification of Coverage. Engineer shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District, if requested. All certificates and endorsements must be

received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.15.9 Subcontractor and Consultant Insurance Requirements. Engineer shall not allow any of its engineers, experts or other consultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. If requested by Engineer, District may approve different scopes or minimum limits of insurance for particular engineers, experts or other consultants. Unless otherwise approved by the District, the engineers, experts and other consultants shall comply with each and every provision of this Section.

3.16 Records.

Engineer shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Engineer shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Engineer shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five (5) years from the date of final payment under this Agreement.

3.17 Standardized Manufactured Items.

Engineer shall cooperate and consult with District in the use and selection of manufactured items on the Project, including but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials and floor coverings. All such manufactured items shall be standardized to District's criteria to the extent such criteria do not interfere with building design.

3.18 Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above and as determined at the time the schematic drawings and site utilization plans are approved. Any subsequent construction at the site of the Project, or at any other District site, will be covered by, and be the subject of, a separate Agreement for Engineering services between District and the Engineer chosen therefore by District.

3.19 Dispute Resolution.

In the unlikely event of a dispute, each person signing this Agreement (or his or her successor) shall mutually attempt resolution first by informal face-to-face negotiations. If mutually agreeable to the parties, any remaining disputes shall be submitted to a mutually agreeable independent third-party for mediation, whose decision of the dispute shall be final and binding on all parties. The type and process of mediation to be utilized shall be subject to the mutual agreement of the parties.

3.20 Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Engineer shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of District. Any attempted assignment without such consent shall be invalid and void.

3.21 Asbestos Certification.

Engineer shall certify to District, in writing and under penalty of perjury, that to the best of its knowledge, information and belief no asbestos-containing material or other material deemed to be hazardous by the state or federal government was specified as a building material in any construction document that the Engineer prepares for the Project. Engineer shall require all consultants who prepare any other documents for the Project to submit the same written certification. Engineer shall also assist the District in ensuring that contractors provide District with certification, in writing and under penalty of perjury, that to the best of their knowledge, information and belief no material furnished, installed or incorporated into the Project contains asbestos or any other material deemed to be hazardous by the state or federal government. These certifications shall be part of the final Project submittal. Engineer shall include statements in its specifications that materials containing asbestos or any other material deemed to be hazardous by the state or federal government are not to be included.

3.22 No Third Party Rights.

This Agreement shall not create any rights in, or inure to the benefits of, any third party except as expressly provided herein.

3.23 Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Los Angeles County.

3.24 Entire Agreement.

This Agreement, with its exhibits, contains the entire agreement of the parties hereto, and supersedes any and all other prior or contemporaneous negotiations, understandings and oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

3.25 Severability.

Should any provision in the Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

3.26 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.27 Safety.

Engineer shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Engineer shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees, consultant and subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.

3.28 Delivery of Notices.

All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

ENGINEER: PETRA STRUCTURAL ENGINEERS, INC.
17981 SKY PARK CIRCLE, SUITE O
IRVINE, CA 92614
ATTENTION: PETER SARKIS
PRESIDENT

DISTRICT: ANAHEIM UNION HIGH SCHOOL DISTRICT
P.O. BOX 3520
501 CRESCENT WAY
ANAHEIM, CA 92803-3520
ATTENTION: MICHAEL MATSUDA
SUPERINTENDENT

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.29 Attorney's Fees.

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other reasonable costs of such action, including expert witness fees and expenses.

3.30 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

3.31 District's Right to Employ Other Consultants.

District reserves right to employ other consultants, including Engineers, in connection with this Project or other projects.

3.32 Prohibited Interests.

3.32.1 Solicitation. Engineer maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Engineer, to solicit or secure this Agreement. Further, Engineer warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Engineer, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability.

3.32.2 Conflict of Interest. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

3.33 Equal Opportunity Employment.

Engineer represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Engineer shall also comply with all relevant provisions of District's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.34 Disabled Veteran Business Enterprise Certification. If required for this Project, Engineer shall provide proof of DVBE compliance, in accordance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement. If Engineer fails to comply with this requirement, the Agreement shall be deemed canceled.

3.35 Labor Certification.

By its signature hereunder, Engineer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the

provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.36 Subcontracting.

As specified in this Agreement, Engineer shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to each and every provision of this Agreement.

3.37 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement, and that exhibit shall be incorporated herein by reference.

3.38 Drug/Tobacco Free Facilities. All District facilities are drug and tobacco free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

3.39 Fingerprinting Requirements. Unless exempted, Engineer shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Engineer shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. To this end, the Engineer and its consultants must provide for the completion of the certification form attached hereto as Exhibit "C" and incorporated herein by reference prior to any of the Engineer's employees, or those of any other consultants, coming into contact with the District's pupils.

3.40 Exhibits and Recitals. All Exhibits and Recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as if fully set forth herein by this reference.

3.41 Authority to Execute. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

**ANAHEIM UNION HIGH SCHOOL
DISTRICT**

By: _____
Michael Matsuda
Superintendent

PETRA STRUCTURAL ENGINEERS, INC.


By:  _____
Peter Sarkis
President

EXHIBIT “A”**ENGINEER’S SCOPE OF SERVICES****1. GENERAL REQUIREMENTS.**

1.1 Basic Services. Engineer agrees to perform all the necessary professional engineering (e.g. mechanical, electrical, plumbing, structural, site engineering, and any other necessary engineering services) and construction administration services for the Project in a timely and professional manner, consistent with the standards of the profession, including those provided for herein.

1.2 Exclusions from Basic Services. The following services shall be excluded from the basic services listed above: soils engineering, geotechnical services, hazardous waste or toxic substance engineering.

1.3 Additional Services. Engineer shall perform the following Additional Services for the Project: NOT APPLICABLE

1.4 Communication with District. Engineer shall participate in consultations and conferences with authorized representatives of District and/or other local, regional, or state agencies concerned with the Project, which may be necessary for the completion of the Project or the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law and the District. Such consultations and conferences shall continue throughout the planning and construction of the Project and the contractor’s warranty period. Engineer shall take direction only from the District’s Representative, or any other representative specifically designated by the District for this Project, including any program or project manager hired by the District.

1.5 Coordination and Cooperation with Program/Project Manager. The District may hire a program/project manager to administer and coordinate all or any part of the Project on its behalf. If the District does so, it shall provide a copy of its agreement with the program/project manager so that the Engineer will be fully aware of the duties and responsibilities of the program/project manager. The Engineer shall cooperate with the program/project manager and respond to any requests or directives authorized by the District to be made or given by the program/project manager. The Engineer shall request clarification from the District in writing if the Engineer should have any questions regarding the authority of the program/project manager.

1.6 Prints and Electronic Copies. The Engineer shall Provide:

1.6.1 Prints. All prints of documents required for design, development, and coordination by Engineer and its consultants shall be furnished by Engineer. All prints for government approval shall be furnished by Engineer as described in sections 3.4, 4.2 and 5.5.

1.6.2 Electronic Copies. All electronic files, including BIM (only when required) plans, drawings, specifications, and other documents prepared by Engineer or the Engineer's consultants during the course of the Project shall be provided to the District at no additional cost to the District. District may request that such documents be delivered in REVIT (or AUTOCAD), when used, with all X-refs, and pen weights and vector files in PDF with true type fonts, PDF files, or other format approved by the District. In addition, the Engineer shall provide the District with a BIM format diskette file with all layers unprotected so the District may utilize the files. It is expressly understood that the release of the underlying BIM document is for the limited use only for the Project (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of the Engineer.

2. INITIAL PLANNING PHASE.

During the initial planning phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

2.1 Project Feasibility. Provide advice and assistance to District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.

2.2 Meeting Budget and Project Goals. Engineer shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that potentially impact the Project budget and time line, including the District's Preliminary Construction Budget. Engineer shall use its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project's budget and construction allowance. It shall be the duty of the Engineer to design the Project within budget. As discussed below, if the lowest responsive and responsible bid for the Project exceeds the budget by the specified amount, Engineer may be required to make the necessary changes in the drawing and specifications, at its sole cost and expense, to bring the bids within the required budget, unless the District, in its sole discretion, determines that bids are affected by market factors not within the reasonable control of the Engineer (e.g., labor or material shortage) and bids are received more than six (6) months following the completion of the Final Working Drawings and Specifications, as defined herein.

2.3 Permits, Approvals and Authorizations. Engineer shall assist District in securing easements, encroachment permits, rights of way, dedications, infrastructures and road improvements, as well as coordinating with utilities and adjacent property owners.

3. SCHEMATIC PLAN PHASE.

During the schematic plan phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

3.1 Funding Documents. Engineer shall provide a site plan and all other Project-related information necessary and required for an application by District to any federal, state, regional, or local agencies for funds to finance the construction Project.

3.2 Schematic Plans. In cooperation with District, Engineer shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, the plot plan development at the site, and the proposed Engineering concept of the buildings (“Schematic Plans”). Engineer shall incorporate the functional requirements of District into the Schematic Plans. The Schematic Plans shall meet all laws, rules and regulations of the State of California. The Schematic Plans shall show all rooms incorporated in each building of the Project in single-line drawings, and shall include all revisions required by District or by any federal, state, regional or local agency having jurisdiction over the Project. All Engineering drawings for the Project shall be in a form suitable for reproduction.

3.3 Preliminary Project Budget. Engineer shall use the District’s Preliminary Construction Budget and its own expertise and experience with the Project to establish a preliminary project budget or allowance in a format required by District (“Engineer’s Preliminary Project Budget”). The purpose of the Engineer’s Preliminary Project Budget is to show the probable Project cost in relation to District’s Preliminary Construction Budget and the construction standards of any applicable funding agency. If Engineer perceives site considerations which render the Project expensive or cost prohibitive, Engineer shall disclose such conditions in writing to District immediately. As stated above, if the lowest responsive and responsible bid for the Project exceeds the budget by the specified amount, Engineer may be required to make the necessary changes in the drawings and specifications, at its sole cost and expense, to bring the bids within the required budget, unless the District, in its sole discretion, determines that bids are affected by market factors not within the reasonable control of Engineer (e.g. labor or material shortage) and bids are received more than six (6) months following the completion of the Final Working Drawings and Specifications, as defined herein. Engineer shall provide a preliminary written time schedule for the performance of all construction work on the Project.

3.4 Copies of Schematic Plans and Other Documents. Engineer, at its own expense, shall provide three (3) complete sets of the Schematic Plans described herein for District’s review and approval. Additionally, at District’s expense, Engineer shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by District shall be provided at actual cost to District.

4. DESIGN DEVELOPMENT PHASE.

During the design development phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

4.1 Design Development Documents. Once District provides Engineer with specific written approval of the Schematic Plans described herein, Engineer shall prepare design development documents consisting of: (1) site and floor plans; (2) elevations (when required); and (3) any other drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the size and character of the Project’s structural, mechanical and electrical systems, and to outline the Project specifications (“Design Development Documents”). The

Design Development Documents shall be prepared in sufficient form to present to the District Council for approval.

4.2 Copies of Design Development and Other Documents. Engineer, at its own expense, shall provide three (3) complete sets of the Design Development Documents described herein for District's review and approval. Additionally, at District's expense, Engineer shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by District shall be provided at actual cost to District.

4.3 Updated Project Budget. Engineer shall use its Preliminary Project Budget and expertise and experience with the Project to establish an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents as set forth herein and containing a breakdown based on types of materials and specifications identified herein ("Engineer's Updated Project Budget").

4.4 Timetable. Engineer shall provide a written timetable for full and adequate completion of the Project to District.

4.5 Application for Approvals. Engineer shall assist District in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project. Engineer shall furnish and process all Engineering and engineering information required to prepare and process applications to applicable utilities in order to secure priorities and materials, to aid in the construction of the Project and to obtain final Project approval and acceptance by any of the above agencies as may be required.

4.6 Color and Other Aesthetic Issues. When required, Engineer shall provide, for District's review and approval, a preliminary schedule of all color materials and selections of textures, finishes and other matters involving an aesthetic decision about the Project.

5. FINAL WORKING DRAWINGS AND SPECIFICATIONS.

During the final working drawings and specifications phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

5.1 Final Working Drawings and Specifications. Once District provides Engineer with specific written approval of the Design Development Documents described herein, Engineer shall prepare such complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work in an efficient and thorough manner ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be developed from the Schematic Plans and Design Development Documents approved by District. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the Engineering, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and site work. District may be requested to supply Engineer with the necessary information to determine the proper location of all improvements on and off site, including record drawings ("record drawings") in District's

possession. District shall make a good-faith effort to verify the accuracy of the record drawings and provide any supplemental information to Engineer which may not be shown on the record drawings.

5.2 Form. The Final Working Drawings and Specifications must be in such form as will enable Engineer and District to secure the required permits and approvals from all federal, state, regional or local agencies concerned with the Project. In addition, the Final Working Drawings and Specifications must be in such form as will enable District to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard Engineering size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Engineer.

5.3 Approval and Revisions. District shall review, study, and check the Final Working Drawings and Specifications presented to it by Engineer, and request any necessary revisions or obtain any necessary approvals by the District Council, subject to the approval of all federal, state, regional or local agencies concerned with the Project. Engineer shall make all District requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Engineer's professional judgment. Engineer shall bring any such conflicts and/or inconsistencies to the attention of District. The parties agree that Engineer, and not the District, possesses the requisite expertise to determine the constructability of the Final Working Drawings and Specifications. However, the District reserves the right to conduct one or more constructability review processes of the Final Working Drawings and Specifications at 75% to 90% completion levels with the assistance of the Engineer, its engineers and consultants, and to hire an independent Engineer or other consultant to perform such reviews at 90% to 100% completion level. Any such independent constructability review shall be at District's expense. Engineer shall make all District-requested changes, additions, deletions, and corrections in the Final Working Drawings and Specifications which may result from any constructability review, at no additional cost to the District, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier District direction or Engineer's professional judgment. If such changes, additions, deletions or corrections are inconsistent with prior District direction, Engineer shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.

5.4 Costs of Construction. It is understood by Engineer that should the Final Working Drawings and Specifications be ordered by District, District shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Engineer's fees. Should it become evident that the total construction cost will exceed the specified sum, Engineer shall at once present a statement in writing to the District's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based.

5.5 Copies of Final Working Drawings and Specifications and Other Documents. Engineer, at its own expense, shall provide three (3) complete sets of the Final Working

Drawings and Specifications described herein for District's review and approval. Additionally, at District's expense, Engineer shall provide such documents as may be required by any federal, state, regional or local agencies concerned with the Project. Any additional copies required by District shall be provided at actual cost to District. Electronic copies shall be provided as described in section 1.6.2.

6. CONSTRUCTION CONTRACT DOCUMENTS.

During the construction contract documents phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

6.1 Bid and Contract Documents. If so required by District, Engineer shall assist District in the completion of all bid and construction documents, including but not limited to, the Notice Inviting Bids, Instructions to Bidders, Contract Bid Forms (including Alternate Bids as requested by District), Contract, General Conditions, Supplementary General Conditions, Special Conditions, DVBE and other applicable affirmative action documents, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, and any other certifications and documents required by federal, state and local laws, rules and regulations which may be reasonably required in order to obtain bids responsive to the specifications and drawings. All such documents shall be subject to the approval of District and District's legal counsel.

6.2 Final Estimate. At the time of delivery of these bid and construction documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Engineer shall provide District with its final estimate of probable construction cost ("Engineer's Final Estimate"). As stated above, it shall be the Engineer's duty to design the Project within budget.

7. BIDDING & AWARD PHASE.

The Engineer, following the District's approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist the District and the District Representative in obtaining bids and awarding the Contract for the construction of the Project. During the bidding & award phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

7.1 Review and Comment. Review and provide written comment upon the following documents to be provided by the District:

- A. Invitation to Bid
- B. Instructions to Bidders
- C. Summary of Work
- D. Proposal Format

- E. Contract Agreement
- F. General Conditions
- G. Construction Administration Procedures

7.2 Complete Bid Package. Coordinate these “front end” documents with the approved Construction Documents, supplemental conditions, summary of work, specifications, and information developed by the Engineer and bid alternates into a complete Bid Package.

7.3 Addenda. Prepare any required Addenda to the Bid Package.

7.4 Pre-Bid Conference. Assist in the pre-bid conference and walk-through, including giving a technical narrative of the project scope.

7.5 Written Answers. Prepare written answers to questions, addenda, interpretations, and clarifications in a timely manner.

7.6 Substitutions. Investigate, review, advise and recommend for acceptance or rejection any substitution of material and products were requested or required by the terms of the specifications during the bidding phase.

7.7 Reproducible Construction Documents. The Engineer shall deposit a reproducible set of Construction Documents including, but not limited to, all drawings and specifications for the Project at a reprographics company specified by the District for the bid and for printing of additional sets of the DSA approved Construction Documents during the Project. The District may request that such documents be delivered to the reprographics company selected by the District in CADD, PLOT, TIFF or other format approved by the District. If requested, the Engineer shall provide the District with a BIM format diskette file with all layers unprotected for the District’s use.

7.7.1 It is expressly understood that the release of the underlying BIM documents is for the limited use only for the Project (unless otherwise agreed to in writing) and that changes that are made to the underlying BIM documents are not the responsibility of the Engineer. For documentation purposes, one record set of the transmitted documents shall be placed on a CD (or other acceptable electronic media) properly labeled as the record set of documents transmitted to the District. Reasonable costs for producing this record document shall be reimbursed to the Engineer and Engineer’s consultants. Engineer shall also make a record set of the clash detection checks to record the clashes that are encountered on the set of documents distributed for future record purposes.

7.8 Revisions to Contract Documents. The Engineer shall make subsequent revisions to drawings, specifications, and other DSA approved Construction Documents that result from the approval of any substitution request, RFI, or submittal. All Revisions shall be prepared in writing and signed by the Engineer. The Engineer shall ensure that all revisions are submitted to and approved by DSA prior to certification of the Project.

7.9 Overbudget. If the lowest bid exceeds the Budget (or if a complete detailed estimate is prepared by a certified professional cost estimator from Construction Documents that are at least 90% completed) for the Project, the Engineer, in consultation with, and at the direction of, the District, shall provide such modifications in the Construction Documents as necessary to bring the cost of the Project within its Budget.

8. CONSTRUCTION PHASE.

During the construction phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

8.1 Prior to Start of Construction. The Project Engineer shall certify that the following two documents have been submitted to DSA:

A. Contract Information Form DSA-102 IC

B. Inspector Qualification Record Form DSA-5 should be submitted 10 days prior to the time of starting construction.

8.2 Construction Documents. The Project Engineer shall reproduce three (3) full sized sets of Construction Documents and Contract Documents and all progress prints for the District's and the District Representative's use at the Engineer's expense. The Engineer shall provide one (1) full sized set of DSA approved Construction Documents for the Project Inspector, and electronic copies only for the Laboratory of Record and Special Inspector.

8.3 Observation. The Project Engineer shall observe work executed from the Final Working Drawings and Specifications in person, provided that District may, in its discretion, consent to such observation by another competent representative of Engineer. Engineer neither shall be responsible for performance of the work observed, nor shall Engineer incur any liability to any party for observation as required by this paragraph.

8.4 General Administration. Engineer shall provide general administration of the Construction Documents and the work performed by the contractors.

8.5 Pre-Construction Meeting. Engineer shall conduct one or more pre-construction meetings, as the District determines is needed for the Project, with all interested parties.

8.6 Site Visits of Contractor's Work. Engineer shall conduct site visits to observe each contractors' work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such site visits shall be conducted as often as are necessary and appropriate to the stage of construction, according to the District's sole discretion, but in no event less than weekly.

8.7 Coordination with Inspectors. The Engineer shall provide technical direction to a full-time Project Inspector employed by, and responsible to, the District, as required by applicable law. The Engineer shall direct and monitor the work of the Laboratory of Record as required by applicable law and provide code required supervision of Special Inspectors not

provided by the Laboratory of Record. Upon the District's award of a Construction Contract to the Contractor, the Engineer shall obtain the necessary Project Inspection Cards ("PIC") (Form DSA 152) from the DSA that are needed for the Project Inspector's use in approving and signing off work on the Project as it is completed by the Contractor. The Engineer shall verify that the Project Inspector has the appropriate amount of PIC's that are needed for the inspection and completion of the entire Project prior to the commencement of any work by the Contractor on the Project. The Engineer shall provide the Project Inspector, Laboratory of Record and each Special Inspector with a copy of the DSA approved Construction Documents including, but not limited to, the approved Statement of Structural Tests and Special Inspections (Form DSA 103) prior to the commencement of any work on the Project and the Engineer's expense.

8.8 Site Visits of Inspector's Work. Engineer shall conduct site visits to communicate and observe the activities of the District inspectors. Such site visits shall be conducted as often as needed throughout the completion of the Project to verify, acknowledge and coordinate the testing and special inspection program required by the DSA approved Construction Documents. Engineer shall direct the District inspectors and the Project contractors to coordinate the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.

8.9 Coordination of Engineer's Consultants. Engineer shall cause all engineers and other consultants, as may be hired by Engineer or District, to observe the work completed under their disciplines as required, and approve and review all test results for general conformance with the Construction Documents.

8.10 Reports. Engineer shall make regular reports as may be required by applicable federal, state or local laws, rules or regulations, as well as the federal, state, regional or local agencies concerned with the Project. The Engineer shall prepare Interim Verified Reports (Form DSA 6-AE) and submit such Interim Verified Reports to DSA, the Project Inspector and the District prior to the Project Inspector's approval and sign off of any of the following sections of the Project's PIC's as applicable:

- A. Initial Site Work;
- B. Foundation;
- C. Vertical Framing;
- D. Horizontal Framing;
- E. Appurtenances;
- F. Non-Building Site Structures;
- G. Finish Site Work;
- H. Other Work; or
- I. Final.

If the Engineer has delegated responsibility for any portion of the Project's design to other engineers, the Engineer shall ensure that such engineers submit the necessary Interim Verified Reports (Form DSA 6-AE) to DSA, the Project Inspector and the District Representative during the course of construction and prior to the Project Inspector's approval

and sign off of the above sections of the PIC's as they relate to the portions of the Project that were delegated to such engineers.

8.11 Construction Meetings; Minutes. Engineer shall attend all construction meetings and provide written reports/minutes to the District after each construction meeting in order to keep District informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the District's sole discretion, but no less than weekly.

8.12 Written Reports. Engineer shall make written reports to District as necessary to inform District of problems arising during construction, changes contemplated as a result of such problems, and progress of the Project work.

8.13 Written Records. Engineer shall keep accurate written records of the progress and quality of the Project work and the time schedules, and shall advise the contractors and District of any deviations from the time schedule which could delay timely completion of the Project.

8.14 Material and Test Reports. Engineer shall check and process, in a timely manner, all required material and test reports for the Project work. In addition, Engineer shall provide notice of any deficiencies in material or work reflected in such reports, as well as its recommendation for correction of such deficiencies, to the contractors and District.

8.15 Review and Response to Submissions. The Engineer shall review and approve, or take other appropriate action, upon the Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Construction Documents. The Engineer's review shall take no longer than 10 working days for typical submittals and 15 working days for complicated, multi-discipline review. The Engineer shall ensure that all deferred approval submittals are resolved and approved by DSA prior to certification of the Project.

8.16 Rejection of Work. Engineer shall promptly reject, as discussed with District, work or materials which do not conform to the Construction Documents. Engineer shall immediately notify the District and contractor(s) of such rejections. Engineer shall also have the authority to recommend to the District that additional inspection or testing of the work be performed, whether or not such work is fabricated, installed or completed. The Engineer shall not issue orders or responses to RFI's to the Contractor that might commit the District to extra expenses or increase the duration of the Project, or otherwise amend the Construction Documents, without first obtaining the written approval of the District.

8.17 Substitutions. Engineer shall consult with District, in a timely manner, with regard to substitution of materials, equipment and laboratory reports thereof, prior to the District's final written approval of such substitutions. Engineer's consultation shall be done in such a manner so as to ensure the timely and uninterrupted progress of the Project work.

8.18 Revised Documents and Drawings. Engineer shall prepare, at no additional expense to District, all documents and/or drawings made necessary by Engineer's errors and omissions in the originally approved Construction Documents. In addition, the Engineer shall, at no additional cost, provide services made necessary by defect or deficiencies in the work of the Contractor which, through reasonable care, should have been discovered by the Engineer and promptly reported to the District and Contractor, but which Engineer failed to do.

8.19 Change Requests and Material Changes. Engineer shall evaluate and advise District, in a timely manner and in writing, of any change requests and material change(s) which may be requested or necessary in the Project plans and specifications. Engineer shall provide the District with its opinion as to whether such change requests should be approved, denied or revised. If the District has not hired a construction manager or other person to do so, the Engineer shall prepare and execute all change orders and submit them to the District for authorization. If the District has designated a construction manager or other person to prepare all change orders, the Engineer shall review all change orders prepared by such person, execute them and deliver them to the District for authorization if they meet with the Engineer's approval, or submit them to the District with recommendations for revision or denial if necessary. Engineer shall not order contractors to make any changes affecting the contract price without approval by District of such a written change order, pursuant to the terms of the Construction Documents. Engineer may order, on its own responsibility and pending District Council approval, changes necessary to meet construction emergencies, if written approval of District's Representative is first secured.

8.20 Applications for Payment. The Engineer shall examine, verify, and approve the Contractor's applications for payment and issue certificates for payment for the work and materials provided by the Contractor which also reflect the Engineer's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for any other reason. The Engineer's certification for payment shall constitute a representation to the District, based on the Engineer's observations and inspections at the site, that the work has progressed to the level certified, that quality of the work is in accordance with the DSA approved Construction Documents, that the as-built documents and hyperlinking (refer to 8.21) are up to date, and that the Contractor is entitled to payment in the amount certified

8.21 As-Built Drawings. The Engineer shall be responsible for reviewing and ensuring, on a monthly basis, that the Contractor is maintaining an up-to-date set of as-built documents which will be furnished to the District upon completion. The Engineer shall review the as-built documents prepared by the Contractor on a monthly basis and report whether they appear to be up to date and are properly hyperlinked (if required for Project), based upon the Engineer's observations of the Project. If it appears the as-built documents are not being kept up to date by the Contractor, the Engineer shall recommend to the District, in writing, an appropriate withholding from the Contractor's monthly payment application to account for the Contractor's failure to maintain such as-built documents. The Engineer will endeavor to secure compliance by Contractor with the Contract requirements, but does not guarantee the performance of the Contractor's Contract.

8.22 Final Color and Product Selection. Engineer shall coordinate final color and product selection with District's original design concept.

8.23 Substantial Completion. Engineer shall determine the date of substantial completion, in consultation with the District. For purposes of this Agreement, "Substantial Completion" shall mean the following four (4) conditions have been met:

- A. All contractually required items have been installed with the exception of only minor and incomplete items on the Punch List;
- B. All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card;
- C. All building systems including mechanical, electrical and plumbing are functioning; and,
- D. The Project is fit for occupancy and its intended use.

Once the Engineer has verified the Substantial Completion of the Project, the Engineer shall issue a Certificate of Substantial Completion to the Contractor and the District. Upon the issuance of the Certificate of Substantial Completion, the Engineer shall prepare and submit to DSA, Project Inspector and the District a written Verified Report, on Form DSA 6AE, pursuant to Section 4-336 of Title 24 of the California Code of Regulations. The Engineer shall also submit a signed Verified Report to DSA, Project Inspector and the District Representative and District upon any of the following events:

- A. Work on the Project is suspended for a period of more than one month;
- B. The services of the Engineer are terminated for any reason prior to the completion of the Project;
- C. DSA requests a Verified Report.

8.24 Punch List. After determining that the Project is substantially complete, Engineer shall participate in the inspection of the Project and shall review all remaining deficiencies and minor items needed to be corrected or completed on the Project, including those identified on the punch list prepared by the contractor ("Punch List Items"). Engineer shall notify contractor in writing that all Punch List Items must be corrected prior to final acceptance of the Project and final payment. Engineer shall also notify District of all Punch List Items. In the event the Contractor does not submit a fully executed Verified Report (if required for the Project) with its proposed Punch List, the Engineer shall reject the Contractor's Punch List, in writing, as premature. If Substantial Completion of the Project is verified by the Engineer and the required Verified Report has been submitted to the District Representative and/or the District for review, the Engineer shall finalize the Punch List and notify the Contractor in writing that all Punch List items must be corrected prior to acceptance of the Project and final payment, and that

all Punch List items must be completed within the duration set forth in the Contract between the District and the Contractor. The District shall also be notified in writing of all Punch List items identified by the Engineer and the Contractor. The Engineer shall notify the District Representative when all Punch List items have been corrected by the Contractor for the District's final acceptance of the Project and final payment. In the event the Contractor fails to correct any Punch List item(s) within the duration set forth in the Contract between the District and the Contractor, the Engineer shall inform the District of such default and provide the District with a reasonable valuation of the cost to correct each outstanding Punch List item for deduction from the Contractor's final payment and/or retention. In the event the approved schedule for the Project has been exceeded due to the fault of the Contractor, the Engineer shall issue a written notice to District Representative, District and the Contractor evaluating the cause of the delay(s) and shall advise the District Representative, District and Contractor of the commencement of liquidated damages under the Contract between the District and Contractor.

8.24.1 The Engineer and its consultants shall verify that all defective, deficient, or incomplete work identified in any Notice(s) of Deviation or similar notice(s) issued by the Engineer, District Representative, Project Inspector, Special Inspector(s), Laboratory of Record and/or any governmental agency or authority, is fully corrected and closed before the Engineer approves any final Punch List by the Contractor. As part of the Engineer's Basic Services under this Section, the Engineer shall direct the applicable Inspectors, Special Inspectors, and/or engineers on the Project to visually verify that each defective, deficient and/or incomplete item of work referenced in each Notice of Deviation have been rectified and closed prior to the approval of the final Punch List and the issuance of any Certificate of Substantial Completion by the Engineer. In the event the Engineer and/or its consultants fail to verify that such work has been corrected by the Contractor before the Engineer approves the final Punch-List and such work has in fact not been corrected, the Engineer shall be responsible for performing all the engineering services necessary, at no additional cost to the District, to ensure such open and outstanding items in the Notice(s) of Deviation are addressed accordingly and that all work related to such notices is corrected in a manner acceptable to the District and DSA.

8.25 Warranties. Engineer shall review materials assembled by the contractor and subcontractors with regard to all written warranties, guarantees, owners' manuals, instruction books, diagrams, record "as built" drawings, and any other materials required from the contractors and subcontractors pursuant to the Construction Documents. Engineer shall coordinate and provide these materials to the District.

8.26 Certificate of Completion. Engineer shall participate in any further inspections of the Project necessary to issue Engineer's Certificate of Completion and final certificate for payment. The Engineer shall provide assistance (if applicable) in the utilization of equipment or systems during the commissioning, testing, adjusting and balancing, preparation of operation and maintenance manuals, and training for the District personnel. The Engineer shall assist the District in securing the delivery of any and all applicable documents described in Sections C and D below, to DSA (if applicable for Project) for review prior to issuance of a "Certificate of Completion." The Engineer shall submit all documents prepared by, or in control of, the Engineer to DSA without delay.

8.26.1 During the period the Project is under construction, the Engineer shall certify that the following documents have been submitted to DSA:

- A. Copies of the Project Inspector's semi-monthly reports;
- B. Copies of the laboratory reports on all tests or laboratory inspections as returned and done on the Project;
- C. Copies of all the necessary PIC's which have been approved and signed off by the Project Inspector for the certification by DSA; and,
- D. All other documents required to be submitted to DSA in accordance with Title 24 and the Construction Oversight Process Procedure set forth in DSA's PR 13-01.

The Engineer shall notify the District, in writing, if any of the above forms are not promptly submitted to DSA by the responsible parties. If necessary, the Engineer shall assist the District in obtaining the delivery of the above documents to DSA.

8.26.2 Upon the completion of all construction, including all Punch List items, the Engineer shall assist the District in securing the delivery of the following documents to DSA:

- A. Copy of the Notice of Completion:
- B. Final Verified Report Form DSA-6A/E certifying all work is 100% complete from the Engineer, structural engineer, mechanical engineer, and electrical engineer.
- C. Final Verified Report Form DSA-6 certifying all work is 100% complete from the Contractor or Contractors, Project Inspector, and Special Inspector(s).
- D. Verified Reports of Testing and Inspections as specified on the approved drawings and specifications, i.e., Final Laboratory Report, Welding, Glued-Laminated Timber, etc.
- E. Weighmaster's Certificate (if required by approved drawings and specifications).
- F. Copies of the signature page of all Addenda as approved by DSA.
- G. Copies of the signature pages of all deferred approvals as approved by DSA.
- H. Copies of the signature pages of all Revisions as approved by DSA.
- I. Copies of the signature page of all applicable Construction Change Documents as approved by DSA.
- J. Verification by the Project Inspector that all items noted on any "Field Trip Notes" have been corrected.

- K. All other items required to obtain Certification of the DSA application.

The Engineer shall notify the District Representative and the District, in writing, if any of the above items are not promptly submitted to the Engineer and/or the District by the responsible parties for submittal to DSA. If necessary, the Engineer shall assist the District in obtaining the above documents for delivery to DSA.

8.27 Documents for Project Close-Out. The Engineer shall be responsible for gathering information and processing forms required by any applicable governing agencies and/or authorities having jurisdiction over the Project including, but not limited to, the County Health Department, the local building departments, local fire departments, the OPSC, CDE, and DSA, in a timely manner and ensure proper close-out of the Project. Engineer shall cause all other engineers and other consultants, as may be hired by Engineer, to file any and all required documentation with the District or other governmental authorities necessary to close out the Project. Engineer shall assist the District in obtaining such documentation from all other engineers or other consultants.

9. RECORD DRAWINGS.

During the record drawings phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

9.1 Record Drawings and Specifications. Not later than thirty (30) days after Substantial Completion of the Project, before receipt of final payment, Engineer shall review and forward the Final Working Drawings and Specifications, indicating on them all changes made by change orders or otherwise pursuant to the Construction Documents, as well as all information called for on the specifications, thus producing an “as-built” set of Final Working Drawings and Specifications (“Record Drawings and Specifications”). The Record Drawings and Specifications shall show, among other things, the location of all concealed pipe, buried conduit runs and other similar elements within the completed Project. Engineer shall personally review and certify that the Record Drawings and Specifications are a correct representation of the information supplied to Engineer by any inspectors and the contractor. Engineer shall not be required to verify any information by physical inspection. Additionally, the Engineer shall, at the Engineer’s expense, prepare a set of reproducible record drawings in an electronic file of the BIM model (if used for Project) showing significant changes in the work made during construction based on the marked-up prints, hyperlinked drawings and other data furnished by the Contractor to the Engineer.

9.2 Approval. Once District provides Engineer with specific written approval of the Record Drawings and Specifications, Engineer shall forward to District the complete set of original Record Drawings and Specifications or a complete set of reproducible duplicate Record Drawings and Specifications. The tracing shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

9.3 Documents for Final Payment. Prior to the receipt of Engineer’s final payment, Engineer shall forward to District all of the following: (1) one clear and legible set of

reproductions of the computations; (2) the original copy of the specifications; (3) the Record Drawings and Specifications as required herein; and (4) Engineer's Certificate of Completion.

10. WARRANTY PERIOD.

During the warranty period phase of the Project, Engineer shall do all of the following, as well as any incidental services thereto:

10.1 Advice. Engineer shall provide advice to District on apparent deficiencies in the Project during any applicable warranty periods for the Project.

EXHIBIT “B”

PROPOSAL FOR ENGINEERING SERVICES

**(SEE PETRA STRUCTURAL ENGINEERS ATTACHED PROPOSAL
DATED SEPTEMBER 4, 2020)**

EXHIBIT "C"

CONTRACTOR FINGERPRINTING REQUIREMENTS

Engineer Certification

With respect to the Agreement dated **November 20, 2020** by and between the Anaheim Union High School District ("District") and **Petra Structural Engineers, Inc.** ("Engineer") for the provision of Engineering services, Engineer hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

Date

Engineer Exemption

Pursuant to Education Code section 45122.1, the Anaheim Union High School District ("District") has determined that **Petra Structural Engineers, Inc.** ("Engineer") is exempt from the criminal background check certification requirements for the service Agreement dated **November 20, 2020** by and between the District and Engineer ("Agreement") because:

- ☐ The Engineer's employees will have limited contact with District students during the course of the Agreement; or
- ☐ Emergency or exceptional circumstances exist.

District Official

Date

Engineer's Consultant Certification

The Anaheim Union High School District ("District") entered into an agreement for Engineering services with **Petra Structural Engineers, Inc.** ("Engineer") on or about **November 20, 2020** ("Agreement"). This certification is submitted by _____, a consultant to the Engineer for purposes of that Agreement ("Consultant"). Consultant hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Consultant's Representative

Date

Engineer's Consultant Exemption

The Anaheim Union High School District ("District") entered into an agreement for Engineering services with **Petra Structural Engineers, Inc.** ("Engineer") on or about **November 20, 2020** ("Agreement"). Pursuant to Education Code section 45122.1, the District has determined that _____, a consultant to the Engineer for purposes of that Agreement ("Consultant"), is exempt from the criminal background check certification requirements for the Agreement because:

☐ The Consultant's employees will have limited contact with District students during the course of the Agreement; or

☐ Emergency or exceptional circumstances exist.

District Official

Date

September 4, 2020

Mr. Albert Guerrero, Maintenance Manager
Anaheim Union High School
501 Crescent Way
Anaheim, CA 92803

Re: Proposal for Project Number: 2020-138
Anaheim Union High School Wall Repair

Dear Mr. Guerrero,

Petra Structural Engineers (PSE) is pleased to provide you with a proposal for structural engineering services for the above-mentioned project based on phone call and following site visit of September 2, 2020.

Scope of Work:

Petra proposes construction remediation for deficiencies related to cracks in a masonry wall. The wall is on the south and north elevations of AUHS. The building is a 15,000 sf, single-story masonry structure, with a wood roof system.

Scope of Services:

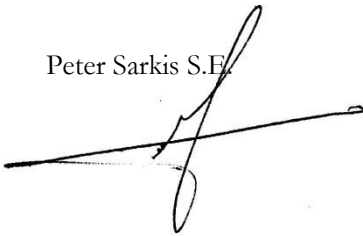
- Perform site visit to assess conditions on ground (performed already).
- Review drawings and plans provided by architect.
- Our scope of work only includes items required for the wall repair.
- Provide calculations & structural drawings for the project described above as required.
- Respond to plan check comments & construction admin questions (As required).
- Please note that additional services will be required should the DSA require a full seismic upgrade of the wall line of the building. The intent of this proposal is to provide drawings to rebuild the wall in the condition that it is in. This is not a proposal for wall upgrades or seismic upgrades.

Fee:

We propose to perform the above-mentioned tasks for a lump sum fee of \$15,000. broken down as follows:

DEVELOP CAD PLANS AND SETUP	\$3,000.
CONSTRUCTION DOCUMENTS	\$8,500.
DSA SUBMITTAL	\$2,000.
CONSTRUCTION ADMINISTRATION	\$1,500.

Peter Sarkis S.E.

A handwritten signature in black ink, appearing to be 'Peter Sarkis', written over a horizontal line.

Accepted By,

Mr. Albert Guerrero
Anaheim Union High School

A. Scope of Agreement

The parties to this Agreement are: Petra Structural Engineers (Herein also referred to as PSE), (Including: all Petra Structural Engineers', officers, directors, employees and Petra Structural Engineers' sub-consultants) and the party to whom the proposal letter is addressed, herein called the CLIENT. All provisions contained herein are applicable to the services and work product provided to the CLIENT and described within the proposal letter along with this statement of Terms and Conditions from Petra Structural Engineers, to the CLIENT.

B. Compensation

1. Invoices will be submitted monthly based on terms quoted within the proposal letter, and on the services rendered up to date of invoice issue. Invoices are due upon receipt. Invoices are considered past due 15 calendar days after invoice issue date.
2. All fees unpaid after 30 calendar days will subject to a late charge at a rate of 1 ½% per month based on the outstanding balance.
3. If the CLIENT fails to make payment when due for services and expenses, PSE reserves the right upon seven days written notice to the CLIENT, suspend performance of services under this agreement. Unless PSE receives payment in full within seven days of the date of the notice; the suspension shall take effect without further notice. In the event of a suspension of services, PSE shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services.

C. Reimbursable Expenses

Reimbursable expenses are in addition to the fees quoted within the Basic Services and include actual expenditures made by PSE in the interest of the project. They shall be billed at direct cost and are payable monthly as incurred. Reimbursable costs include, but are not limited to the following:

1. The cost of reproduction of all documents produced at the CLIENT's request for the project's behalf.
2. Travel expenses for site visits.
3. Fees and charges for services contracted on the project's behalf authorized by the CLIENT.
4. Expenses for materials authorized by the CLIENT and purchased on the project's behalf.
5. Messenger and other special delivery

D. Additional Services

Additional services are services that are not included in the scope of work.

The following items are considered additional services and shall be billed on a labor and expenses basis per our standard billing rates in effect at the time of service in addition to fees quoted for basic services. Written notification will be given before proceedings with any additional services.

1. Services resulting from additions or changes in magnitude of the project scope as described and agreed upon under the Agreement.

2. Redesign to reduce construction cost or to respond to third party comments after the design development phase is completed.
3. Redesign services required by major changes in architectural design after the design development phase has been completed.
4. Redesign services requested to accommodate particular construction materials, methods or sequences.
5. Structural design services related to Secondary Structural Elements and their attachments.
6. Services resulting from corrections or revisions required because of construction deviations from the work specified within the contract documents.
7. Design services related to re-designs necessitated by discovery of existing conditions which are different from conditions shown on original drawings or assumed existing conditions.

E. Construction Support Services

It is agreed that if professional services of PSE do not extend to or include the review or site observations of the Contractor's work or performance and if the CLIENT elects not to retain PSE to provide construction support services, the CLIENT will defend, indemnify, and hold harmless, PSE from any claim or suit whatsoever, including but not limited to all payments, expenses, or cost involved, arising from or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the contract documents.

F. Ownership and Use of Documents

The Client acknowledges and agrees that the documents may be used only for this Project. Upon request, the Client will be provided with reproducible copies of the Documents. Documents produced by PSE under this agreement are instruments of service and shall remain the property of PSE. They shall not be used for any purpose or project except as defined within the Agreement, without express written agreement and appropriate compensation to PSE.

G. Limitation of Liability

To the maximum extent permitted by law, the CLIENT agrees to limit Petra Structural Engineers, Inc's liability for the CLIENT's damages to the lesser of: PSE's fee or \$50,000.00.

H. Mediation

Claims, disputes or other matters in question between parties to this Agreement arising out of or relating to services rendered and/or the work product provided under this agreement shall be subject to mediation exclusive of legal counsel under the auspices of a recognized neutral third party professional mediation service or other mediation method acceptable to the parties prior to undertaking any other dispute resolution action. The cost of the mediation service shall be borne equally by both parties. A demand for mediation shall be made within thirty days after the claim, dispute, or matter in question has arisen.

In the event of a lawsuit between the parties under this agreement, such lawsuit shall be filed and tried only in a court of competent jurisdiction within Orange County, California. California law shall apply to any such proceeding.

I. Termination

This agreement may be terminated by either party upon written notice to the other party in the event of a substantial failure of performance of such other party, or if the project should be abandoned or indefinitely

postponed. In the event of such termination, PSE shall be compensated within 30 calendar days for all services rendered and all costs incurred up to date of termination, in accordance with the Compensation section of this Agreement. Any dispute regarding termination shall, along with all other issues, be resolved in accordance with the Mediation section of this Agreement.

J. Items to be furnished to PSE by the CLIENT

Unless specifically agreed otherwise, the CLIENT shall furnish the following information or items to PSE:

1. Written Geotechnical Report including all applicable foundation design recommendations.
2. Description of site conditions, including, topographic boundary and utility surveys, existing structures, etc.
3. Special design loads in excess of building code requirements.
4. Special environmental conditions and loads.
5. Weight, type and location of mechanical and electrical systems.

K. Exclusions

Structural design services as described within the proposal letter will be provided for the Primary Structural System. Services that are not necessary to the design of the Primary Structural System are not included in this Basic Services Agreement (BSA) unless specifically stated otherwise within the BSA.

1. Structural Design Services related to secondary structural elements and their attachments. Secondary structural elements are elements that are structurally significant for the function they serve but that do not contribute to the strength or stability of the primary structural system. Examples include:
 - a. Stairs. The Basic Services Agreement includes the framing necessary to provide floor and roof openings for stairs, but not the framing of the stairs themselves.
 - b. Curtain Wall Systems.
 - c. Architectural cladding systems such as pre-cast concrete panels and EIFS, and the design of metal stud walls to support these cladding systems. The Basic Services Agreement includes only the selection of the typical stud width and gauge in consultation with the architect. It does not include design of the studs and detailing window openings, corners, etc.
 - d. Supports and seismic bracing for mechanical, electrical, or plumbing systems.
 - e. Window washing systems and tie downs.
 - f. Mechanisms and guide systems for elevators, escalators, and other conveyor systems and associated operating equipment. (If it is necessary to provide secondary structural framing to brace elevator rails between floors, this work will be performed as an additional service.).
2. Structural design services related to non-structural elements and their attachments. These are defined as all elements of a building that are not Secondary Structural Elements and are not part of the Primary Structural System, such as interior architectural partitions and ceilings, and other architectural systems.
3. Structural design of site-work elements exterior to and non-contiguous with the building such as retaining walls, culverts and bridges, landscape features such as benches, fountains, pools, signs, etc.
4. Review of design drawings or specifications prepared by others to determine adequacy of anchorage of non-structural or secondary structural elements.
5. Special dynamic analysis or floor vibration response analysis for footfall or vibratory equipment.
6. Field investigation of existing buildings and structures including surveys of existing construction, on or adjacent to the site.

7. Preparation of documents for bid alternates.
8. Special inspections as defined in Section 1701 of the California Building Code.
9. Establishing design criteria for designing or making field observations of shoring for building excavations or underpinning of adjacent structures.
10. Filing application for and/or obtaining a building permit.
11. Cost estimating and/or quantity take-offs.
12. Preparation of "as-built" or record set of drawings after completion of the project.
13. Responding to questions from third party engineering reviews. Lenders, insurance companies and potential buyers often conduct these reviews.

L. Verification of Existing Conditions

In as much of the construction in or adjacent to existing buildings requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money, or destroying otherwise adequate or serviceable portions of the building, the CLIENT will hold harmless, Indemnify and defend PSE from and against any and all claims arising out of actions taken based on assumptions made regarding existing conditions.

M. Payments Withheld

No deductions shall be made from PSEs compensation on account of claims of penalty, liquidated damages, and/or negligent errors or omissions in performance of professional services performed by Petra Structural Engineers, Inc under this agreement except pursuant to a mediated agreement, an award rendered in a proceeding in accordance with the Construction Industry Rules of the American Arbitration Association, or judicial award.

N. Hourly rates:

The following are Petra Structural Engineers, Inc. current personnel hourly billing rates:

<u>Item</u>	<u>Billing Rate (\$/hour)</u>
Principal	\$ 195.00
Project Manager	\$ 170.00
Project Engineer	\$ 140.00
CAD Drafter	\$ 95.00
Clerical	\$ 65.00

HIGH SCHOOL GRADUATION REQUIREMENTS**71105 (6146.1)**

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

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

Course Requirements

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

1. 40 credits in English, including English 1, English 2, English 3, and English 4, or their equivalents.
2. 30 credits in mathematics, with 30 credits coming from 3 different levels of math, including one year of Algebra I or its equivalent.

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

3. 20 credits in science, with the normal sequence for enrollment in grades 9, 10, and/or 11, including 10 credits of biological sciences and 10 credits of physical sciences. (Education Code 51225.3)
4. 30 credits in social studies, including 10 credits of world history, culture, geography or equivalent course; 10 credits of United States history, geography or equivalent course; 5 credits in American government and civics; and 5 credits in economics. (Education Code 51225.3)
5. 10 credits in visual or performing arts or 10 credits in the same world language.

HIGH SCHOOL GRADUATION REQUIREMENTS**71105 (6146.1)**

6. 10 credits in a career technical education (CTE) or career-related course.
7. 20 credits in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3), including 10 credits of PE 1 and 10 credits of PE 2, or equivalents.

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

8. 5 credits in health

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

9. 55 credits in electives, ~~including one district digital literacy course aligned to the International Society for Technology in Education (ISTE) National Education Technology Standards (NETS) (if not otherwise satisfied through another course meeting the above requirements).~~

Civic and Service Learning Requirement

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

Alternative Means for Completion

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

Exemptions and Waivers

A foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or newly arrived immigrant student participating in a newcomer program who transfers into the district any time after completing the second year of high school shall be required to complete all graduation requirements specified in Education Code 51225.3, but shall be exempt

HIGH SCHOOL GRADUATION REQUIREMENTS**71105 (6146.1)**

from any additional district-adopted graduation requirements, unless the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school. Within 30 days of the transfer, any such student shall be notified of the availability of the exemption and whether the student qualifies for it. (Education Code 51225.1)

Retroactive Diplomas

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

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

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

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

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

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

HIGH SCHOOL GRADUATION REQUIREMENTS**71105 (6146.1)**

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

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

Honorary Diplomas

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

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

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

Legal Reference:

EDUCATION CODE

47612 Enrollment in charter school
 48200 Compulsory attendance
 48204.4 Parents/guardians departing California against their will
 48412 Certificate of proficiency
 48430 Continuation education schools and classes
 48645.5 Acceptance of coursework
 48980 Required notification at beginning of term
 49701 Interstate Compact on Educational Opportunity for Military Children
 51224 Skills and knowledge required for adult life
 51224.5 Algebra instruction
 51225.1 Exemption from district graduation requirements
 51225.2 Pupil in foster care defined; acceptance of coursework, credits, retaking of course
 51225.3 High school graduation
 51225.35 Mathematics course requirements; computer science

HIGH SCHOOL GRADUATION REQUIREMENTS**71105 (6146.1)**

51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation

51225.5 Honorary diplomas

51225.6 Compression-only cardiopulmonary resuscitation

51228 Graduation requirements

51240-51246 Exemptions from requirements

51250-51251 Assistance to military dependents

51410-51413 Diplomas

51420-51427 High school equivalency certificates

51430 Retroactive high school diplomas

51440 Retroactive high school diplomas

51450-51455 Golden State Seal Merit Diploma

51745 Independent study restrictions

56390-56392 Recognition for educational achievement, special education

66204 Certification of high school courses as meeting university admissions criteria

67386 Student safety; affirmative consent standard

CODE OF REGULATIONS, TITLE 5

1600-1651 Graduation of students from grade 12 and credit toward graduation

4600-4670 Uniform complaint procedures

COURT DECISIONS

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

Management Resources:

WEB SITES

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

California Department of Education, High School: <http://www.cde.ca.gov/ci/gs/hs>

University of California, List of Approved a-g Courses:

<http://www.universityofcalifornia.edu/admissions/freshman/requirements>

Board of Trustees

June 19, 1986

Revised: March 8, 1990

Revised: February 1993

Reviewed: July 1996

Revised: May 1997

HIGH SCHOOL GRADUATION REQUIREMENTS**71105 (6146.1)**

Revised: April 2000
Revised: July 2001
Revised: March 2002
Reviewed: March 2003
Revised: December 2003
Revised: February 2005
Revised: November 2009
Revised: August 2010
Revised: September 2011
Revised: December 2012
Revised: March 2015
Revised: May 2016
Revised: September 2020
Revised: TBD

E

**Company Name:** ANAHEIM UNION HIGH SD**Date:** 7/22/2020

Corporate Address:	501 North Crescent Way	City, State:	Anaheim, CA	Zip:	92801
Primary Contact:	Veronica Medina	Email:	medina_v@auhsd.us	Phone:	714-999-0814
		Fax:			714-991-6531
Alternate Contact:	Diana Gaeta	Email:	gaeta_d@auhsd.us	Phone:	714-936-5202
		Fax:			714-520-5741
Billing Address:	501 North Crescent Way	City, State:	Anaheim, CA	Zip:	92801
Billing Contact:	Veronica Medina	Email:	medina_v@auhsd.us	Phone:	714-999-0814
		Fax:			714-991-6531

Re: Letter of Agreement for Occupational Health and Safety Services between The Southern California Permanente Medical Group and ANAHEIM UNION HIGH SD

Dear Jaron Fried,

Through a series of meetings, ANAHEIM UNION HIGH SD and The Southern California Permanente Medical Group ("SCPMG") have reached an agreement regarding SCPMG's provision of occupational health and safety services to ANAHEIM UNION HIGH SD. The purpose of this letter is to set forth this agreement.

SCPMG, through its Occupational Health Centers collectively known as Kaiser Permanente On-the-Job, will provide occupational health and safety services, as requested by ANAHEIM UNION HIGH SD. This letter does not obligate ANAHEIM UNION HIGH SD to utilize SCPMG services, but it does set forth applicable prices and conditions of such services when elected by ANAHEIM UNION HIGH SD.

What SCPMG Will Do For ANAHEIM UNION HIGH SD

SCPMG physicians and other practitioners will provide services for ANAHEIM UNION HIGH SD's current or prospective workers as requested by ANAHEIM UNION HIGH SD. The prices for such services are listed in Schedule A, attached to this letter. SCPMG will complete appropriate documentation of those services. If further tests or other services are required, SCPMG will notify ANAHEIM UNION HIGH SD. SCPMG shall submit a monthly invoice to ANAHEIM UNION HIGH SD for services rendered during the previous month.

ANAHEIM UNION HIGH SD's Obligations

If and when ANAHEIM UNION HIGH SD determines to send prospective employees or employees to SCPMG for services, ANAHEIM UNION HIGH SD will specify the services to be performed by SCPMG. ANAHEIM UNION HIGH SD agrees to pay SCPMG for services rendered within thirty days after receipt of the invoice.

General Provisions of This Letter of Agreement

This letter of agreement is effective as of 7/22/2020 and will be in force for the period of 7/22/2020 through 7/22/2021 and for consecutive 12 month periods thereafter, unless either party provides written notification of termination at least 30 days before the end of each 12 month period. This letter of agreement can also be terminated by either party; such termination shall be effective thirty



days from the notice of the terminating party. This letter of agreement replaces any previous agreements between SCPMG and ANAHEIM UNION HIGH SD and will control the relationship between SCPMG and ANAHEIM UNION HIGH SD until it is terminated, amended or replaced.

SCPMG reviews its prices for occupational health and safety services on a yearly basis. If SCPMG determines to change its prices, it shall notify ANAHEIM UNION HIGH SD of any price changes at least 45 days prior to the effective date of the change.

Miscellaneous

This Agreement will be governed in accordance with the laws of the State of California without reference to conflict of laws principles. This Agreement may be executed in separate counterparts, none of which need contain the signatures of both Parties, and each of which, when so executed, shall be deemed an original and all together constitute and be one of the same instrument. The Parties agree that an electronic signature or a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties will be deemed an original and will represent competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce an original, executed counterpart of this Agreement, and without the requirement that the unavailability of such original executed counterpart of this Agreement first be proven. Any determination that any provision of this Agreement or any application thereof is invalid, illegal, or unenforceable shall not affect the validity, legality, and enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement. This Agreement contains the complete understanding among the Parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written representations, communications, proposals or agreements not expressly included. All Exhibits to this Agreement are incorporated into this Agreement by this reference. No changes, amendments, cancellation, or modification to this Agreement will be effective unless signed by duly authorized representatives of both Parties.

Please indicate your agreement with the terms of this Agreement by signing the enclosed copy of this Agreement and returning it to Kunal Kumar, KPOJ Associate Account Manager via Adobe Sign.

The Southern California Permanente Medical Group

Occupational Medicine
Regional Coordinating
Chief- SCAL:
Signature:

Thomas W. Wang, MD

Thomas Wang
Thomas Wang (pH 20, 2020 11:34 PDT)

Date:

Jul 29, 2020

ANAHEIM UNION HIGH SD

Company
Representative:
Signature:

Jaron Fried

Jaron Fried
Jaron Fried (pH 30, 2020 20:40 PDT)

Date:

Jul 30, 2020

Title:

Assistant Superintendent, Educational Svcs

LOA Created By:
LOA Creation Date:

Catherine Bland
7/22/2020

**Schedule A****OCCUPATIONAL HEALTH AND SAFETY SERVICES TO BE PROVIDED TO ANAHEIM UNION HIGH SD**

Services will be provided to ANAHEIM UNION HIGH SD as follows:

RESPIRATOR MEDICAL EVALUATION- BASELINE/ ANNUAL (RESP)		
300415	Review of Respirator Questionnaire by MD/NP/RN	\$35.00
Per employer request		
300410	Respirator Fit Test, qualitative (When employer requested)	\$41.00
As Clinically Indicated:		
71046	Chest X-Ray (2 views)	\$75.00
300391	Respirator Physical Exam	\$64.00
93015	Cardiac Stress Test with Treadmill	\$230.00
94010	Spirometry	\$60.00
300408	Physician Consultation; each 15 minutes	\$64.00
ONSITE SERVICES NURSING		
300418	Site: Nursing Onsite each 15 min. (minimum one hour)	\$37.00
300412	Administrative Activity	\$60.00

If ANAHEIM UNION HIGH SD is requesting a health screening/physical examination of a job applicant/employee, ANAHEIM UNION HIGH SD will provide to SCPMG detailed information concerning the physical requirements for performing the job at issue. This information should include a written job description, including physical and mental requirements and environmental conditions. The examination and any medical conclusions will be based on the information furnished by ANAHEIM UNION HIGH SD and the physician's general understanding of the requirements of the jobs of similar nature. SCPMG conducts such examinations with ANAHEIM UNION HIGH SD's assurances that the examination and ANAHEIM UNION HIGH SD's medical inquiries are job-related and consistent with the business needs of ANAHEIM UNION HIGH SD, and otherwise comply with all applicable legal obligations.

Based on its health screening/physical examination of a job applicant/employee, SCPMG will advise ANAHEIM UNION HIGH SD of the following: a) the applicant/employee's physical limitations, if any, and the specific job tasks that cannot be performed and/or environmental conditions, if any, that are related to any risk to health and safety, and b) changes that may be made to permit the job tasks to be performed and/or eliminate/reduce the risk. SCPMG will make no determination of whether job tasks are essential to the position in question. Any changes that are recommended are advisory only, based on the physician's general understanding of the job and environment in question, and are not intended to supplant the right of ANAHEIM UNION HIGH SD to determine what modifications are available and reasonable.



To the extent that other conditions are identified, SCPMG will also: a) notify the employee/applicant of any medical condition, identified during the limited medical evaluation that ANAHEIM UNION HIGH SD requested, that SCPMG believes requires further attention, and recommend that the employee/applicant seek care from his or her personal provider, thereby encouraging health and wellness, leading to a more productive workforce, and b) upon authorization of the employee/applicant, SCPMG will inform his or her personal medical provider by transmitting copies of the medical records created during the visit.

SCPMG will maintain a medical record, for each individual that will contain records of employer requested services, in addition to past, present and future services requested by the employee/applicant.

Agreement Number 50094

ANAHEIM UNION HIGH SCHOOL DISTRICT
CYBER SECURITY SERVICES

This AGREEMENT is hereby entered into this 1st day of July, 2020, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92803, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

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

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

WHEREAS, SUPERINTENDENT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1.0 TERM. The term of this AGREEMENT shall be for a period of one (1) year commencing on July 1, 2020, and ending on June 30, 2021, subject to termination as set forth in Section 11.0 of this AGREEMENT.

2.0 SCOPE OF WORK.

A. DISTRICT is engaging SUPERINTENDENT as an independent contractor to assist DISTRICT in assessing DISTRICT's network systems defenses against electronic and social exploits. SUPERINTENDENT's cyber security services shall include the following:

- 2.1 Security Awareness Training
- 2.2 Security Assessment against Center for Internet Security (CIS) for effective cyber defense controls
- 2.3 Security Program Road Mapping
- 2.4 Security Program Document Development
- 2.5 Vulnerability Assessment
- 2.6 Security testing

B. DISTRICT understands and agrees that SUPERINTENDENT's services do not include data breach or forensic services. SUPERINTENDENT shall perform the services referenced above as long as DISTRICT maintains a reasonable request for cyber security guidance and not for data breach or forensic services by the SUPERINTENDENT. SUPERINTENDENT assumes no responsibility for any security or data loss/breach from the guidance provided.

C. SUPERINTENDENT may, upon written request from the DISTRICT, provide other cyber security services that may arise. The DISTRICT shall pay SUPERINTENDENT for such additional services at a rate of One hundred fifty dollars (\$150.00) per hour.

D. DISTRICT shall be solely responsible for all of DISTRICT's remediation based on findings, end user training, data, security, maintenance and upkeep of its network hardware, servers, storage and

1 any other equipment based upon the cyber security services provided.

2 E. SUPERINTENDENT shall provide DISTRICT a report analysis of
3 cyber security services provided. DISTRICT is responsible for
4 correcting items in written analysis.

5 F. The written analysis provided by the SUPERINTENDENT is solely
6 for the use of the DISTRICT. Accordingly, before taking actions based
7 upon such information, SUPERINTENDENT encourages DISTRICT to consult
8 with the appropriate professionals.

9 3.0 DISTRICT'S RESPONSIBILITIES.

10 A. DISTRICT acknowledges that DISTRICT's timely provision of and
11 SUPERINTENDENT's access to relevant DISTRICT assistance, cooperation,
12 and complete and accurate information and data is essential to the
13 performance of SUPERINTENDENT's services and that SUPERINTENDENT shall
14 not be liable for any deficiency in performing the services if such
15 deficiency results from DISTRICT's failure to provide the foregoing.

16 B. DISTRICT shall provide SUPERINTENDENT with appropriate
17 information and reasonable access to DISTRICT's computer and network
18 systems and provide all information, access, and cooperation reasonably
19 necessary to facilitate the services, including an employee of DISTRICT
20 who has substantial computer systems and network experience to act as
21 a liaison between DISTRICT and SUPERINTENDENT. In addition, DISTRICT
22 shall provide SUPERINTENDENT access to specific files or other data
23 necessary to perform its work.

24 4.0 PAYMENT. DISTRICT agrees to pay SUPERINTENDENT the sum of Eight
25 thousand dollars (\$8,000.00) for cyber security services rendered
pursuant to Section 2.0 of this AGREEMENT. DISTRICT's payment to
SUPERINTENDENT shall be made on or before November 1, 2020 upon receipt

1 of an invoice from SUPERINTENDENT. SUPERINTENDENT shall invoice
2 DISTRICT separately for additional cyber security services requested
3 by DISTRICT. Payment shall be mailed to: Orange County Superintendent
4 of Schools, Attn: Accounting Manager, P. O. Box 9050, Costa Mesa,
5 California 92628-9050, or at such other place as SUPERINTENDENT may
6 designate in writing.

7 5.0 INDEPENDENT CONTRACTOR. SUPERINTENDENT is and at all times shall
8 be an independent contractor and shall be wholly responsible for the
9 manner in which the services required by the terms of this AGREEMENT
10 are performed. Nothing herein contained shall be construed as creating
11 the relationship of employer and employee, or principal and agent,
12 between SUPERINTENDENT and DISTRICT. SUPERINTENDENT assumes the
13 responsibility for the acts of its employees or agents as they relate
14 to the services to be provided. SUPERINTENDENT, its officers, agents,
15 and employees, shall not be entitled to any rights, and/or privileges
16 of DISTRICT'S employees and shall not be considered in any manner to
be DISTRICT'S employees.

17 6.0 HOLD HARMLESS.

18 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold
19 harmless DISTRICT, its Governing Board, officers, agents, and employees
20 from liability and claims of liability for bodily injury, personal
21 injury, sickness, disease, or death of any person or persons, or damage
22 to any property, real personal, tangible or intangible, arising out of
23 the negligent acts or omissions of employees, agents or officers of
24 SUPERINTENDENT or the Orange County Board of Education during the period
25 of this AGREEMENT.

B. DISTRICT hereby agrees to indemnify, defend, and hold harmless

1 SUPERINTENDENT, the Orange County Board of Education, and its officers,
2 agents, and employees from liability and claims of liability for
3 any loss or damage that results from scanning and/or security testing
4 of the DISTRICT's network and computer systems, bodily injury, personal
5 injury, sickness, disease, or death of any person or persons, or damage
6 to any property, real, personal, tangible or intangible, arising out
7 of the negligent acts or omissions of employees, agents or officers of
8 DISTRICT during the period of this AGREEMENT.

9 7.0 NON-DISCRIMINATION. SUPERINTENDENT and DISTRICT agree that they
10 will not engage in unlawful discrimination because of race, color,
11 religious creed, national origin, ancestry, physical handicap, medical
12 condition, marital status, or sex of such persons.

13 8.0 APPLICABLE LAW. SUPERINTENDENT and DISTRICT agree to comply with
14 all federal, state and local laws, rules and regulations and ordinances
15 that are now or may in the future become applicable to SUPERINTENDENT
16 or DISTRICT's business, equipment and personnel engaged in operations
17 covered by this AGREEMENT or occurring out of the performance of such
18 operations.

19 9.0 ASSIGNMENT. DISTRICT or SUPERINTENDENT shall not subcontract or
20 assign the performance of any of the services in this AGREEMENT without
21 prior written approval of the other party.

22 10.0 TOBACCO USE POLICY. In the interest of public health, the
23 SUPERINTENDENT provides a tobacco-free environment. Smoking or the
24 use of any tobacco products are prohibited in buildings and vehicles,
25 and on any property owned, leased or contracted for by the
SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400.15. Failure to
abide with conditions of this policy could result in the termination

1 of this AGREEMENT.

2 11.0 TERMINATION. SUPERINTENDENT or DISTRICT may terminate this
3 AGREEMENT with or without cause, upon the giving of thirty (30) days
4 prior written notice to the other party.

5 12.0 NOTICES. All notices or demands to be given under this AGREEMENT
6 by either party to the other shall be in writing and given by: i)
7 Personal service, or ii) U.S. Mail, mailed either by registered or
8 certified mail, return receipt requested, with postage prepaid.
9 Service shall be considered given when received if personally served
10 or, if mailed, on the third (3rd) day after deposit in any U.S. Post
11 Office. The address to which notices or demands may be given by either
12 party may be changed by written notice given in accordance with the
13 notice provisions of this section. As of the date of this AGREEMENT
the addresses of the parties are as follows:

14 DISTRICT: Anaheim Union High School District
15 501 North Crescent Way
16 Anaheim, California 92803
Attn: _____

17 SUPERINTENDENT: Orange County Superintendent of Schools
18 200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

19 13.0 SEVERABILITY. If any term, condition or provision of this
20 AGREEMENT is held by a court of competent jurisdiction to be invalid,
21 void or unenforceable, the remaining provisions will nevertheless
22 continue in full force and effect and shall not be affected, impaired
23 or invalidated in any way.

24 14.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall
25 be governed by the laws of the State of California, with venue in

Orange County, California.

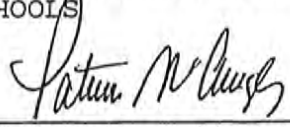
15.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement between SUPERINTENDENT and DISTRICT regarding the services and any agreement made shall be ineffective to modify this AGREEMENT in whole or in part unless such agreement is embodied in an Amendment to this AGREEMENT which has been signed by both Parties. This AGREEMENT supersedes all prior negotiations, understandings, representations and agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: ANAHEIM UNION HIGH
SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY:  _____
Authorized Signature

PRINTED NAME: Dr. Jaron Fried

PRINTED NAME: Patricia McCaughey

TITLE: Assistant Superintendent
Educational Services Division

TITLE: Administrator

DATE: _____

DATE: September 9, 2020

AUHSD-Cyber Security Agreement 2020-2021(50094)
ZIP4

EXHIBIT T

DEPARTMENT OF TECHNOLOGY
NON-STATE ENTITY SERVICE POLICY AND AGREEMENT (NESPA)

The California Network and Telecommunications Program (CALNET) service offerings are primarily intended to meet State entity requirements. However, CALNET services may be purchased by qualified non-State entities. To use the CALNET next generation of contracts, non-State entities are required to self-certify that their organization qualifies for one of the CALNET eligibility criteria below.

Authorized Entity Criteria:

- ☒ Local government entities are defined as "any city, county, city and county, district or other governmental body empowered to expend public funds for the acquisition of goods" per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental entities, each local governmental entity should determine whether this contract is consistent with its procurement policies and regulations.
- ☐ Entirely 100% tax supported entity
- ☐ A governmental entity with a Joint Powers Agreement (JPA)
- ☐ Federally recognized Indian Tribe

NON-STATE ENTITY INFORMATION

Anaheim Union High School District

Dr. Jaron Fried, Assistant Superintendent, Education Services

501 N. Crescent Way Anaheim, CA 92801

(714) 999-3557

fried_ja@auhsd.us

I certify under penalty of perjury the requesting entity meets the NESPA "Authorized Entity Criteria" selected above.

NON-STATE ENTITY SIGNATURE

DATE

CDT/CALNET PROGRAM

CUSTOMER CODE:

Revised 03/12/20

BOT 1

AUTHORIZATION TO ORDER (ATO)

Cellular – Category 19.1

T-Mobile USA, Inc. and the California Department of Technology (CDT) have entered into a four-year statewide contract for CALNET Cellular Voice and Data Services, C4CVD18, Category 19. The CDT may, at its sole option elect to extend the Contract Term for up to the number of years as indicated in the Contract.

Category/Subcategory: 19.1, CALNET Cellular Business Services

- **Contract award: 06/06/2019**
- **Contract end: 06/05/2023**
- **Number of optional extensions and extension duration(s): 2 extensions, 2 years per extension**

Pursuant to the Contract C4-CVD-19-001-01, which is incorporated herein by reference, any eligible non-state public entity (herein "Non-State Entity"), as authorized in Government Code section 11541 is allowed to order services and products (collectively "Services") solely as set forth in the Contract.

To establish CALNET eligibility, the Non-State Entity shall be required to have a [Non-State Entity Service Policy and Agreement](#) (NESPA) on file with the CDT CALNET Program, prior to submitting this Authorization to Order (ATO).

Once the Non-State Entity and the Contractor approve and sign the ATO, the Contractor shall deliver this ATO to the CALNET Program for review and approval. No Service(s) shall be ordered by the Non-State Entity or provided by the Contractor until both parties and the CALNET Program execute this ATO.

By executing this ATO, the [Non-State Entity] may subscribe to the Service(s), and the Contractor agrees to provide the Service(s), in accordance with the terms and conditions of this ATO and the Contract. Service catalogs, rates and Contract terms are available at [the CALNET Program website](#).

The ATO, and any resulting order for Service(s), is a contract between the Non-State Entity and the Contractor. As such, the CDT will not facilitate, intervene, advocate or escalate any disputes between the Non-State Entity and the Contractor or represent the Non-State Entity in resolution of litigated disputes between the parties.

The ATO shall not exceed the term of the Contract and shall remain in effect for the duration of the contract unless:

- The CDT, at its discretion, revokes the approved ATO; or

- The Non-State Entity terminates the ATO, for specific Service(s) in part or in total, prior to termination of the Contract, by providing the Contractor with a 30 calendar days' prior written notice of cancellation.

The Non-State Entity, upon execution of the ATO, certifies that:

- The Non-State Entity understands that the Contractor and the CDT may, from time to time and without the Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of the service the Non-State Entity receives from the Contractor.
- The Non-State Entity has reviewed the terms and conditions, including the rates and charges, of the Contract.
- The Non-State Entity understands and agrees that the Contractor invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the CDT, pursuant to provisions of the Contract.
- All Service(s) ordered under the ATO will be submitted to the Contractor using an authorized purchasing document, signed by the Non-State Entity's authorized signatory. Any additions, changes to, or deletions of Service(s) shall be accomplished by submission of a purchasing document to the Contractor, noting the changes.
- The Non-State Entity understands and agrees that the Contractor shall provide the CALNET Program all data, invoices, reports and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract. Upon execution of the ATO, the Non-State Entity authorizes the CALNET Contractor to release the Non-State Entity's Customer Proprietary Network Information (CPNI) to the CALNET Program for purposes of administering the Contract.
- The Non-State Entity understands that, the Contractor shall bill the Non-State Entity; and the Non-State Entity shall pay the Contractor according to the terms and conditions, and rates set forth in the Contract for such Service(s).

E-Rate Customers Only – Complete if applying for E-Rate funding:

(Enter Non-State Entity name) intends to seek Universal Service Funding (E-Rate) for eligible Service(s) provided under the ATO. The Service(s) ordered under the ATO shall commence MM/DD/YYYY ("Service Date"). Upon the Service Date, the ATO supersedes and replaces any applicable servicing arrangements between the Contractor and the Non-State Agency for the Service(s) ordered under the ATO.

Contact Information

Any notice or demand given under this Contract to the Contractor or the Non-State Entity shall be in writing and addressed to the following:

Non-State Entity

Anaheim Union High School District

Dr. Jaron Fried

Assistant Superintendent, Education Services

501 N. Crescent Way

Anaheim, CA 92801

(714) 999-3557

Email: fried_ja@auhsd.us

Contractor

T-Mobile, USA, Inc.

Authorized Agent

Attention: Darrin Meintser

1755 Creekside Oaks Dr. Suite 190
Sacramento, CA 95833
Contact Number: 916-870-8700
Email: CALNETsales@t-mobile.com

IN WITNESS WHEREOF, the parties below hereto have caused the execution of this ATO. The effective date of this ATO, between the Non-State Entity, the Contractor and CDT/CALNET shall be pursuant to the CDT/CALNET "**DATE EXECUTED**" shown below.

Non-State Entity

Dr. Jaron Fried

Assistant Superintendent, Education Services

Signature

Date Signed

Contractor

David Bezzant

VP of Public Sector

Signature

Date Signed

**Approved By: State of California, Department of
Technology**

Authorized Agent Name

Title of Authorized Agent

Signature

Date Executed



**Los Angeles County
Office of Education**

Serving Students • Supporting Communities • Leading Educators

Short Form Contract

CONTRACT NUMBER C-20714:20:21	AMENDMENT NUMBER
----------------------------------	------------------

This Contract is made and entered into this 19th day of October 2020 by and between the **Los Angeles County Office of Education** (hereinafter referred to as "LACOE" and Anaheim Union High School District (hereinafter referred to as "Contractor/Consultant/District").

CONTRACTOR/CONSULTANT/DISTRICT Anaheim Union High School District	CONTACT NAME Dr. Jaron Fried
STREET ADDRESS, CITY, STATE, ZIP CODE 501 N. Crescent Way, Anaheim, CA 92801	CONTACT EMAIL ADDRESS fried_j@auhsd.us

Scope of Work:

Michelle Herczog, Ed.D., Coordinator III, History-Social Science at LACOE will provide customized professional development on implementing the California Democracy School civic learning protocols for ROP teachers of the Anaheim Union High School District.

START DATE 11/02/2020	END DATE 11/30/2020	TOTAL NOT TO EXCEED \$ 4,000.00
--------------------------	------------------------	---------------------------------

Fees:

☒ LACOE Income

☐ LACOE Expenditure

Compensation for Services

\$ \$4,000.00/project

Covered Expenses (Original Itemized receipts required)

Travel	\$ n/a
Mileage	\$ n/a
Lodging/Meals	\$ n/a
Other (Specify) _____	\$ n/a

Total Amount of Increase/Decrease (*if amendment) \$ _____

Agreement For Services

- Contractor/Consultant/District agrees to perform services (or to pay for LACOE services) as specified on this document, on the dates as specified for the rates indicated.
- The parties agree to comply with this Agreement/Amendment and the following exhibits which are, by reference, incorporated herein and made part of this Agreement/Amendment.

The marked provisions below are incorporated herein and made part of the Contract.

☒ Exhibit A - Terms and Conditions DI 2.0 viewable at www.lacoe.edu/contracts

☐ Exhibit B - Additional Scope of Work (if applicable)

☐ Exhibit - _____

☐ Exhibit - _____

☐ All other terms and conditions remain the same.

☐ **Employee of a Public Entity:** If Consultant is currently employed by a public entity, and will be employed by that public entity during the time in which Consultant will perform work on this Contract, Consultant represents that, prior to entering into this Contract, Consultant notified the public entity of the work proposed to be performed under this Contract and obtained approval from the public entity in accordance with the public entity's policies regarding outside employment and/or conflicts of interest.

CONTRACT NUMBER	AMENDMENT NUMBER
C-20714:20:21	

- ☐ **Public Retirement System Retiree:** Contractor must disclose to LACOE if any of Contractor's employees working under this Contract have retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are postretirement limitations on earnings if Contractor's employees have retired from CalSTRS and hours worked limitations if Contractor's employees have retired from CalPERS. If Contractor's employees have retired from either CalSTRS or CalPERS, Contractor should be aware that LACOE is required to report all payments under this and any additional Agreements in any given year.
- ☐ **Insurance Requirements in Addition to Section 5:** Without limiting the Contractor's, its officers, agents, employees, subcontractors, representatives and volunteers (collectively hereinafter in this Section referred to as Contractor's) indemnification of LACOE, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers (collectively hereinafter in this Section referred to as LACOE), and as a material condition of this Contract, the Contractor shall procure and maintain at its sole expense, and shall require and cause all of its subcontractors and independent contractors to procure and maintain without expense to LACOE, insurance as required below for the duration of this Contract and any extended period specified.

5.1 Minimum Scope and Limits of Insurance

- ☐ **5.1.1 Commercial General Liability Coverage**, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$ _____ per occurrence and an annual general aggregate limit not less than \$ _____. The policy shall be endorsed to name LACOE, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insureds.
- ☐ **5.1.2 Business Automobile Liability Coverage**, with limits as required by the State of California.
- ☐ **5.1.3 Workers Compensation Insurance**, with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.

5.2 Endorsements

The Contractor shall furnish LACOE with certificates of insurance evidencing insurance coverage for as indicated above, with an additional insured endorsement showing that LACOE, its Officers, Agents, Employees, Volunteers, and Board is named as an additional insured as to commercial general liability coverage. The certificates and endorsements are to be signed by a person employed and authorized by the insurer to bind coverage on its behalf and shall specifically reference this Contract. The certificates of insurance and endorsements are to be received by LACOE within thirty (30) calendar days of full execution of this Contract. LACOE reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of insurance shall be faxed to (951) 766-2299, upload to <http://www.eblxcerts.com>, emailed to Lacoe@ebix.com, or mailed to:

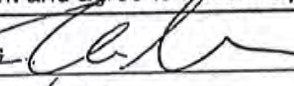
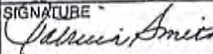
Los Angeles County Office of Education
Insurance Compliance
P. O. Box 100085-LA
Duluth, GA 30096

5.3 Other Insurance Provisions

The Contractor shall cause its insurance policies to be amended to state the following:

- 5.3.1 The Contractor's insurance coverage shall be primary insurance with respects to LACOE. Any insurance or self-insurance maintained by LACOE shall be in excess of the Contractor's insurance and shall not contribute to it.
- 5.3.2 All rights of subrogation against LACOE for injury (including death), damage or loss arising from performance or nonperformance of LACOE pertaining to this Contract are waived.
- 5.3.3 Coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to LACOE.
- 5.3.4 Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance from time to time, so that LACOE is continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

Acknowledgement and Agreement (I have read this agreement and agree to its terms.)

CONTRACTOR'S NAME AND TITLE (PRINT)	SIGNATURE	DATE
Jaron Fried, Asst. Superintendent Ed. Services		10/19/20
LACOE DESIGNEE NAME AND TITLE (PRINT)	SIGNATURE	DATE
Patricia Smith, Chief Financial Officer		Oct 20, 2020

Contracts Section Use Only

AGENDA DATE	CONTRACT ISSUED BY
10/19/2020	MLC



Virtual and In-person Formative Solution for Servite High School

Prepared on July 8, 2020 - Reference: 20200708-225901158

For Servite High School - Andrea Watanabe [Show details](#)

Products & Services

School Wide Premium Subscription Plan for 750 Students, All Teachers and All Administration

1 x \$5,181.00 / year
for 1 year

Comprehensive formative teaching and assessment solution used for acting on live student responses and tracking student growth over-time to standards. Premium features include:

Team Functionality

- *Collaboration- Collaborate with colleagues to edit common assessments and instantly distribute content; Share Formatives to Private Library
- *Co-teaching- Add co-teachers in classes to work together and share data

Administration and Support Functionality

- *Admin Tracker- Set administrators who can view all team data in a comprehensive growth tracker (View District, School, Class, Teacher, Student Level)
- *Standards Alignment - Add any standard set for your team or school
- *Rostering - We ensure that all student accounts sync with your SIS so that teachers never have to update accounts

Classroom Functionality

- *Classroom Growth Tracker - See student growth over custom periods of time including the entire year
- *Anti cheating- Detect copied answers to deter cheating
- *Audio Content - Create questions and answers with recorded audio
- *2 Way Feedback - Enhanced communication between teacher and student
- *Change the default point value of questions and assign settings
- *Auto-grade Partial Credit
- *Library of Formative and Common Assessments
- *Unlimited Exports, Uploading and Transforming to Formatives and Data Insights
- *Printing Formatives - Print for offline usage
- *Batch Scoring & Feedback - Score and give feedback to multiple answers at the same time
- *Advanced Question Types - Audio response, categorize, re-sequence, graphing, math type and more
- *Option to present class results to all with hidden names
- *Standards Tracker for Students to track their own progress

Implementation Services - Dedicated Success Manager

1 x \$777.00 / year

for 1 year

Formative's implementation and support teams are dedicated to providing exceptional support throughout the entire implementation process and continued support to schools and districts as they use Formative. Our dedicated support staff includes former K-12 educators and administrators that are experts in widespread adoption of Formative solutions.

Virtual implementation services include professional development, train the trainer, teacher training, roster support, and priority online/email Admin & teacher support.

Additional onsite services are offered at an additional cost. If interested, please send inquiries to your Account Manager or email sales@goformative.com.

Recurring subtotal \$5,958.00 / year

Total **\$5,958.00**

This quote expires on November 20, 2020.

Purchase Terms

To place your order, please email a signed copy of this Proposal to jbay@goformative.com. By signing and returning this proposal or sending to us any Student Data for implementation, you are deemed to have accepted this proposal and all Terms of Service and other Policies associated with it. After the selected subscription term, this will turn into an annual subscription, renewing immediately after the current term. The Renewal price will be the standard price. Cancellation of future terms is possible at any time, at least 90 days before the end of the current subscription term June 30th 2021. Customer agrees that if its internal procedures require that a purchase order be issued as a prerequisite to payment of any amounts due to Formative, it will timely issue such purchase order and inform Formative of the number and amount thereafter. Payments by credit card include a 2.5% processing fee.

Signature

Date

Dr. Jaron Fried, Assistant Superintendent, Educational Services Division

Printed name



EXHIBIT W

620 8th Avenue, 21st Floor
New York, NY 10018
United States of America

Customer Agreement

Billing Information:
Billing Frequency:
Payment Terms: Net 30
Billing Schedule:

Customer Agreement No. Q-42045
Newsela Sales Rep: Tami Valentino
Contact Email: tami.valentino@newsela.com
Offer Date: October 19, 2020
Expiration Date: October 18, 2020

To:
Michael Switzer
Anaheim Union High School District
501 N Crescent Way
Anaheim, CA 92801-5499

Active Pilot Customer

Qty	Products/Services	List Price
1	Newsela	\$12,000.00
Contract Grand Total		\$12,000.00

The subscription for the Products/Services will commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Term"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above, (b) the date on which this Customer Agreement has been executed by the Customer (the "Execution Date") or (c) the invoice date within the "Billing Information" section above. The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Products/Services during the Contract Term will not extend Newsela's obligation to deliver those Products/Services beyond the Subscription End Date of that Contract Term.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will automatically renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Term, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Payment Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.

EXHIBIT W

Terms of Use: <https://newsela.com/pages/terms-of-use/>

Privacy Policy: <https://newsela.com/pages/privacy-policy/>

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Notes:

AUHSD Junior High Newsela ELA pilot; 9 total participating sites; \$1,500 per pilot site, with Cambridge and Oxford treated as single pilot site for pricing purposes. Total pilot cost equaling \$12,000. Included in pilot is 2 virtual PD sessions.

District will not be invoiced until after the formal board approval.

Purchase Order Information

If you need a Purchase Order, please fill out the following information.


PO Required:

PO Number:

PO Amount:

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.

Authorized Signature:



Date of Signature: 10/28/20

Dr. Jaron Fried, Assistant Superintendent, Educational Services Division

Appendix

School	Products/Services	License Dates
CAMBRIDGE VIRTUAL	Newsela ELA	10/19/20 - 04/30/21
DALE JUNIOR HIGH SCHOOL	Newsela ELA	10/19/20 - 04/30/21
ANAHEIM UNION HIGH SCHOOL DISTRICT	Individual Virtual Add-On Session	10/19/20 - 04/30/21
BALL JUNIOR HIGH SCHOOL	Newsela ELA	10/19/20 - 04/30/21
BROOKHURST JUNIOR HIGH SCHOOL	Newsela ELA	10/19/20 - 04/30/21
LEXINGTON JUNIOR HIGH SCHOOL	Newsela ELA	10/19/20 - 04/30/21
OXFORD ACADEMY	Newsela ELA	10/19/20 - 04/30/21
SOUTH JUNIOR HIGH SCHOOL	Newsela ELA	10/19/20 - 04/30/21
SYCAMORE JUNIOR HIGH SCHOOL	Newsela ELA	10/19/20 - 04/30/21
WALKER JUNIOR HIGH SCHOOL	Newsela ELA	10/19/20 - 04/30/21

AFFILIATION AGREEMENT

Between

Anaheim Union High School District, on behalf of Gilbert High School and Alternative Education Studies (“**School**”)

And

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

SCHEDULE

This schedule (the “**Schedule**”) is agreed to by UCLA and School regarding the educational program described below. Incorporated by reference as though set forth in full are the Standard Terms and Conditions dated 10/23/2020 and the Attachments. The Schedule, the Standard Terms and Conditions and the Attachments, together constitute the affiliation agreement pursuant to UCLA Policy 970 between the Institutions (the “**Agreement**”). All capitalized terms are defined in the Standard Terms and Conditions or in the Schedule.

The Institutions agree as follows:

I. THE PROGRAM

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

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

A. UCLA Responsibilities

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

5. UCLA will provide Project Staff to instruct Students regarding
 - a. Peer advising (PA): Discussions in peer advising session may include but are not limited to: academics, social, and family issues.
 - b. Tutoring: In courses in which the students' request help for, enrolled in, and having academic problems with. Additional tutoring include test-prep, skill-building, and writing help.
 - c. Workshops: 30 minutes on topics pertaining to student's learning about education, social, political, or cultural knowledge. Virtual Group Workshops will be offered during the first 30 minutes of site from 2:00pm to 2:30pm. Dates are TBD. Students can RSVP through the Remind App a week before each workshop. Workshop topics include:
 - a. College Application Process/College Preparation
 - b. Communication
 - c. Resume Writing
 - d. Interview Preparedness and Questions
 - e. Financial Management and Skills
6. Except as mutually agreed upon, in writing, UCLA shall not be responsible for providing any services to School beyond the standard program terms included in this Agreement.
7. If applicable, UCLA will provide a certificate of completion to Students who complete the Program (however, only School may award grades, as provided below).
8. UCLA will not evaluate Student performance.
9. Due to COVID-19, Peer Advising/Peer Tutoring Sessions/Workshops will adhere to the following:
 - i. Sessions will be conducted with students using Zoom. If students are not provided with a Zoom account via the School, Students (who are minors) are required to use their parents' Zoom account. The parent will be contacted via email and informed of the services being provided and will be required to consent to the Student using their Zoom account and UCLA/HOPE services. Zoom sessions will not be recorded for the security and safety of our students and staff.
 - ii. Students will receive a Zoom link a week prior to site on Wednesday's and 10 minutes prior to site at 1:50pm on Wednesday's via the Remind App. All communication for Workshops and Site will be made on the Remind App.

B. School Responsibilities

1. The School shall identify a pool of prospective Program participants to participate in this Program.
2. The School will publicize the Program.
3. If applicable (e.g. field trips), the School will provide pre-departure information for Students, to familiarize them with the Program and UCLA requirements.

4. The School shall be responsible for awarding grades and for establishing Student requirements for matriculation, promotion and graduation.
5. The School will maintain all academic records and issue Student transcripts in accordance with its policies.
6. If requested by UCLA, School will require Students to complete and return evaluation forms to UCLA's designee.

C. Student Participation

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

D. Timing and Hours

1. The Institutions shall endeavor to mutually agree upon the course of study (site) at School (the facility) no later than 11/4/2020.
2. The Program will be comprised of approximately 16 hours for virtual field trips (4 hours each field trip, total of 4 field trips) and 66 total hours of remote content. Approximately 3 hours will be coordinated by UCLA on every Wednesday from 2:00pm to 5:00pm. Once in-person services resume, approximately 2 hours will be coordinated by UCLA on every Wednesday from 12:00pm to 2:00pm.

E. Facilities and Locations: If applicable, UCLA will allow Students from School to use the following:

Facilities: **No UC facilities will be utilized**

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

Locations: **No UC facilities will be utilized.** All services and sessions will be administered through a secured UCLA Zoom session due to COVID-19 safety measures. Once in-person services resume they will take place at a Gilbert High School 1800 W. Ball Rd. Anaheim, CA 92804, in room 46 every Wednesday from 12:00pm to 2:00pm.

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

F. Additional Program Terms

1. UCLA will also provide:
 - a. Virtual Field Trips to learn about the college process will be offered to Students. Students will RSVP through a Google Form at least two weeks prior to the field trip. The Zoom link will be sent a week prior to the field trip and 10 minutes prior.
2. School will not be responsible for any expenses. School will inform Students that they are responsible for any and all personal expenses including, but not limited to, the following:
 - a. Food and incidentals, unless otherwise agreed

II. TERM; IMPORTANT DATES

- A. Effective Date: October 23, 2020
- B. End Date: May 19, 2021 - Last day of the 2020 - 2021 Academic year
- C. Other Important Dates:
 1. Program Start Date: Students' participation in the Program will begin on or around November 4, 2020.
 2. If applicable, upon completion of the Program, Students are expected to return to their School.

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

- A. Fee Schedule
 1. The School will be obligated to pay UCLA the following fees to participate in the Program: **\$0.00.**
 2. The Institutions shall agree upon fees to be paid, and payment due dates for the Program, in writing, and when possible, before the Program is announced to any Students.
- B. Compensation and Billing
 1. Unless otherwise specified herein, School shall pay UCLA in accordance with the fee schedule set forth in this Agreement. If the Institutions have agreed upon additional fees, in writing, and such additional fees are not reflected in the fee schedule, payments for the additional fees shall be due thirty (30) days from the date of invoice.
 2. The School shall pay UCLA a one percent (1%) service charge per month for any payments that are not made within thirty (30) days of the due date, as provided above.
 3. Payments shall be made in US dollars, in the form of check and sent to the address and attention noted on the invoice. Payments to UCLA shall be

made payable to the UC Regents, unless otherwise specified by UCLA, in writing.

IV. PRIMARY CONTACTS

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

The Primary Contacts are:

1. For UCLA: Angela Hernandez, CPO Business Officer, who can be reached at (310) 206-9373 and adecenzo@cpo.ucla.edu.
2. For School: Katrina Calloway, Principal, who can be reached at (714) 999-3738 and callaway_k@auhsd.us.

V. NOTICES

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

If to School:

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

If to UCLA:

Community Programs Office
220 Westwood Plaza
Student Activities Center Room B02C
Los Angeles, CA 90095
Attn: Angela Hernandez, CPO Business Officer

With a copy to:

UCLA Office of Legal Affairs
3148 Murphy Hall, Box 951405
Los Angeles, CA 90095-1405

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

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Name: Michael Deluca, AVC, Campus Life

Date: _____

**ANAHEIM UNION HIGH SCHOOL DISTRICT, ON BEHALF OF GILBERT HIGH
SCHOOL AND ALTERNATIVE EDUCATION STUDIES**

By: _____

Name: **Dr. Jaron Fried, Assistant Superintendent**
Educational Services Division

Date: _____

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

DATED: October 23, 2020

STANDARD TERMS AND CONDITIONS

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

1. DEFINED TERMS

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

1.15. “*Staff*” means the non-Faculty employee of either Institution, as determined by context.

1.16. “*Student(s)*” means School’s regularly enrolled students in good academic standing who participate in the Program.

1.17. “*Term*” means the period commencing on the Effective Date of a Schedule, and ending upon the End Date of such Schedule, or upon the earlier termination of the Agreement, including such Schedule.

2. **HEALTH INSURANCE AND IMMUNIZATIONS (*only applicable for trips to UCLA or any UC-campus*)**

2.1. **Health Insurance:** Students may be required to provide proof of full health coverage that meets the insurance requirements of UCLA as a condition of obtaining a visa and/or participating in the Program. If applicable, information concerning health insurance and associated costs at UCLA will be provided to School before applications are approved.

2.1.1. School shall require its Students to maintain comprehensive health insurance coverage for the duration of his/her time at UCLA.

2.1.2. UCLA may require visiting Students to purchase a health insurance policy through UCLA and show proof of insurance while the Student is visiting UCLA.

2.2. **Immunizations:** School shall confirm and verify that each of its Students has received all immunizations required by UCLA, prior to visiting UCLA. Upon reasonable request by UCLA, and in accordance with applicable Law, School shall provide written documentation reflecting its compliance with this Section.

IF THE PROGRAM IS NOT ON UCLA PROPERTY:

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

3. **VISAS AND OTHER REQUIREMENTS (*only applicable for trips to UCLA or any UC-campus*)**

3.1. **Student Visas:** If the Students are visiting UCLA from another country, UCLA will provide School with a list of the documentation required to obtain a visa.

3.2. **Language Proficiency:** UCLA will inform School of the minimum English language competence (i.e., TOEFL and/or IELTS scores, and/or other evidence of English language competence required for international students), as determined by UCLA in its sole discretion.

3.3. **Other Documentation:** Other documentation may be required by UCLA, in its absolute discretion. School agrees to require its Students to provide such documentation to UCLA in a timely fashion, as a condition of participating in the Program.

IF THE PROGRAM IS NOT ON UCLA PROPERTY, BUT IS TAKING PLACE IN THE US:

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

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

4. TERM AND TERMINATION

4.1. **Term:** The Term of the Program shall have the Effective Date and End Date specified in the Schedule.

4.2. **Termination without Cause:** Either Institution may terminate this Agreement without cause, by giving the other Institution written notice no less than six (6) months prior to the Program Start Date. Otherwise, this Agreement may be terminated for convenience, if mutually agreed upon by the Institutions, in writing.

4.3. **Termination for Material Breach:** This Agreement may be terminated by either Institution with cause upon the breach of a material term of this Agreement by the other Institution, by giving the other Institution thirty (30) days' prior written notice of such breach, subject to the defaulting Institution's right to cure the breach. In the event that the defaulting Institution fails to cure the material breach within thirty (30) days of receipt of such written notice of termination, the non-defaulting Institution may terminate this Agreement, effective as of the expiration of said thirty (30) day notice period.

4.4. **Immediate Termination:** Either Institution may terminate this Agreement immediately upon notice to the other Institution upon any of the following events: (1) the other Institution's loss of licensure, certification and/or funding supporting the Program; (2) the other Institution's loss of insurance coverage as required hereunder, (3) adverse changes in legal and/or political landscape that materially and negatively impact the Program and/or jeopardize the health and/or safety of Faculty, Staff or Students, (4) an unauthorized transfer or assignment of the Agreement by the other Institution or (5) the other Institution's insolvency or bankruptcy filing (or similar action).

4.5. **Student Termination:** UCLA may terminate any Student's participation if such Student has (or has expressed an intention to) violate any applicable Law, UCLA's policies, procedures, ethical requirements or disciplinary codes, or is otherwise not making acceptable progress or meeting the requirements of the Program. If practicable, the Institutions shall discuss in good faith the potential dismissal of the Student prior to such dismissal, however, UCLA's decision to terminate a Student shall be subject to such Institution's sole discretion.

4.6. **Students' Interests:** If the Program is terminated, the Institutions agree to act in a manner that takes into consideration the interests of Students.

5. REPRESENTATIONS, INSURANCE AND INDEMNITY

5.1. **Representations:** Each Institution covenants to conduct all of its activities relating to the Agreement, in accordance with any and all Laws and applicable policies.

5.2. **Student Compliance:** The School shall direct its Students to comply with all Laws and UCLA's policies and rules. School acknowledges, and shall inform each Student, that if applicable such Students will be subject to the same policies as regular, full-time students at UCLA (*e.g.*, UCLA is a totally smoke-free campus and smoking is prohibited inside UCLA Facilities, including dormitories, and anywhere on campus grounds).

5.3. **Insurance:** Each Institution shall insure its activities in connection with this Agreement and obtain, keep in force and maintain the minimum insurance limits as follows:

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

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

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

- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than: One million dollars (\$1,000,000) per occurrence.
- C. Workers' Compensation as required by applicable State law.

5.4. Indemnification by School: School shall defend, indemnify and hold UCLA, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School, its officers, agents or employees.

5.5. Indemnification by UCLA: UCLA shall defend, indemnify and hold School its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCLA, its officers, agents or employees.

5.6. Cooperation: The Institutions agree to make good faith efforts to resolve disputes that may arise between them. In the event of litigation or other claims brought by third parties against either Institution (or its respective officers, agents and employees), each Institution shall use its reasonable efforts to assist the other in the defense of such litigation or claims, including promptly assisting the other in any investigation.

6. INTELLECTUAL PROPERTY AND USE OF NAME

Any mark, logo or copyrighted work (including, but not limited to, course materials) or other intellectual property owned by an Institution shall remain the property of such Institution and shall not be duplicated, reproduced, disseminated or used without the prior written permission of such Institution. School agrees that any use of the "University of California" or similar references to the University of California Los Angeles, its employees, programs and/or Facilities, shall be subject to the prior written consent of The Regents of the University of California in accordance with the provisions of applicable Law, including but not limited to California Education Code Section 92000 and University of California policy.

7. DATA SECURITY AND PRIVACY

7.1. Should any Institution collect Personal Data and transfer such Personal Data to the other Institution, the transferring Institution shall ensure that such Personal Data will be:

7.1.1. provided to the other Institution if and only if the Parent or Guardian has voluntarily consented to the transfer, in writing (Student visiting UCLA shall have their Parent or Guardian complete and sign the form attached here to as Attachment A before any Personal Data is provided to UCLA); and

7.1.2. shared with the other Institution for the purposes of the Program only.

7.2. Neither Institution shall process or use Personal Data for any purposes except those outlined in this Agreement, unless expressly permitted by the Parent or Guardian, in writing.

7.3. Each Institution shall:

7.3.1. handle Personal Data appropriately and in compliance with all Laws such Institution's policies concerning privacy (e.g., University of California policies found at <https://privacy.ucla.edu/policies/> and

<http://www.registrar.ucla.edu/catalog/uclacatalog14-15-826h.htm>, School's comparable policies) and processes (e.g., the University of California records retention schedule found at <http://recordsretention.ucop.edu> and School's comparable processes), which may be updated from time to time;

7.3.2. take appropriate technical and organizational security measures against unauthorized or unlawful disclosure or loss of Personal Data; and

7.3.3. promptly respond to any inquiries regarding Personal Data, and assist the other Institution in responding to inquiries concerning Personal Data.

8. MISCELLANEOUS

8.1. This Agreement shall be governed by, and its terms construed under, the Laws of the State of California, without regard to its conflict of laws provisions. Each Institution hereby consents to the jurisdiction of courts in Los Angeles County, California. School waives all claims of sovereign immunity and consents to service of all notices (including the service of process) through the mail or as otherwise allowed by Law.

8.2. Neither Institution shall be deemed to be in default of or to have breached this Agreement due to any delay or failure in performance resulting from any "Force Majeure" event, such as acts of God, acts of civil or military authorities, civil disturbances, wars, labor disputes, fires, transportation contingencies, judicial or governmental order or similar occurrences beyond such Institution's reasonable control. The Institution claiming excusable delay shall promptly notify the other Institution, in writing. If the delay lasts more than thirty (30) days, the Institution not claiming excusable delay shall have the option of terminating this Agreement upon written notice to the other Institution.

8.3. This Agreement may not be transferred or assigned by either Institution to another entity without the prior written consent of the other Institution.

8.4. The waiver of any performance required hereunder or of any breach of a provision hereunder shall not operate as a waiver of any subsequent failure to perform or breach of the same or any other provision of this Agreement.

8.5. The performance of their respective duties and obligations of both Institutions under this Agreement shall be that of independent contractors and nothing herein shall create or imply an agency relationship between them, nor be deemed to constitute a joint venture or

partnership between them.

8.6. The Institutions expressly agree and understand that Students engaged in any Program are participating for educational purposes only and that such Students are not employees of UCLA for any purpose, including but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

8.7. Nothing contained in this Agreement is intended to or shall make any third party (including any Student) a beneficiary of any rights or obligations of either Institution under this Agreement.

8.8. This Agreement shall be construed as if the Institutions jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any one Institution. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to Law, then the remaining provisions of this Agreement will remain in full force and effect.

8.9. The controlling language of this Agreement is English. All communications and notices shall be in English. In the event that a translation of this Agreement is prepared and signed by Institutions, this English language version shall be the official version and shall govern in the event of a conflict with the translation.

8.10. This Agreement with its Standard Terms and Conditions, Attachment(s) and Schedule(s), constitutes the entire agreement between UCLA and School regarding its subject matter and may not be amended or changed except by a writing signed by authorized representatives of both Institutions. This Agreement supersedes any previous written or oral communication between the Institutions.

8.11. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound by this Agreement until each Institution named below has executed a counterpart of this Agreement.

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

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

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

Name: Michael Deluca, AVC, Campus Life

Date: _____

**ANAHEIM UNION HIGH SCHOOL DISTRICT, ON BEHALF OF GILBERT HIGH
SCHOOL AND ALTERNATIVE EDUCATION STUDIES**

By: _____

Name: **Dr. Jaron Fried, Assistant Superintendent**
Educational Services Division

Date: _____

ATTACHMENT APERSONAL DATA, RESPONSIBILITY AND INDEMNITY FORM

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

My Data:

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

CA SSID	
UCTAP ID, if applicable	
Birth Date	
Gender	
Ethnicity	
Education level of first parent/guardian of participant	
Education level of second parent/guardian of participant	
Household Languages	
English Language Learner? Yes/No	
Low -Income? Yes/No	
Grade Level	
Expected Graduation Date	

First and Last Name of Participant

Email and Cell Phone Number, if applicable, of Participant

My Data shall include any and all personally identifiable information (“PII”) provided by me to Institution and/or UCLA relating to the Program, including but not limited to any PII provided above, and/or in any application, biography, curriculum vitae, resume and/or attachments to this form.

Emergency Contact Information:

First and Last Name of Parent/Guardian of Minor

Address, City, and Zip Code of Parent/Guardian of Minor

Phone Number (and Country Code) and Email of Parent/Guardian of Minor

No Use of UCLA Name:

Except for incidental factual statements reflecting participation in the Program, I understand that I shall not use any names “UCLA” or “University of California” or any mark, logo or copyrighted work or other intellectual property associated with UCLA in any manner without UCLA’s prior written permission.

My Responsibilities and Indemnity:

Participation in the Program, and any provision of My Data, is voluntary. If I choose to participate in the Program, I will comply with all applicable laws, regulations and policies (including UCLA policies).

I agree to be responsible for any claims of injury, loss or damage arising from or relating to my actions or inactions, including but not limited to, claims concerning property damage, physical injury, emotional distress, infringement and right of publicity (“**Claims**”), and I will defend and indemnify UCLA, its officers, agents and employees, for any and all such Claims.

I agree that UCLA may receive, share and use My Data as provided above. I also agree to the above terms concerning use of the UCLA name, my responsibilities and indemnity.

Photo and/or Video Release

I give my consent (and/or consent on behalf of, and as legal guardian for a minor child) to the use of any photographs or video taken of the minor child by UCLA Staff or Volunteers, or their representatives, to be used for editorial and/or promotional uses only

Signature of Participant
Date

Signature of Parent/Guardian of Minor _____ Date _____

Participant's Age (if minor) _____

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 N. Crescent Way–P.O. Box 3520
Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

19 th	day of	November	2020
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by and between

Get Inspired

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

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

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

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Marine Biologist Nancy Caruso, will partner with District science teachers to engage students in ongoing research projects conducted along the Southern California coastline. Students will learn about a local phenomena/problem by asking questions, engaging in virtual discussions, constructing explanations, and proposing potential solutions. This is an opportunity for students to engage in a real world science research project, and explore future career options in marine science and engineering.

Site/School:	AUHSD students	Funds (Cost Center):	Learning Loss Mitigation Funds
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2. List of Other Supportive Staff or Consultants:

No other support staff is required.

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	October 19, 2020
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and shall diligently perform as specified and complete performance by:

Date:	May 27, 2021
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the

result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

Learning management systems access to integrate with ongoing classroom learning.
--

5. District shall pay Consultant the maximum amount of

\$15,000

for services rendered

to # of people:	To be determined by number of teachers	# hours per day:	8	# of days:	37
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
- Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.
 - Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including the District, arising out of, or in any way connected with the services covered by this AGREEMENT, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, employees, or agents.

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the

District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

8. This AGREEMENT is not assignable without written consent of the parties hereto.
9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

<p>Get Inspired will work with District Science Curriculum Specialist Jessica Yett and individual District teachers to provide standards aligned content as it relates to the coastal ecosystem and the field work and research that Get Inspired is conducting.</p>
--

12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

<p>Get Inspired is a nonprofit organization with technical expertise in the field of science.</p>

List any technical support that will need to be supplied by District:

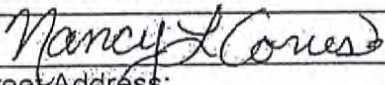
<p>Access to learning management systems in order to integrate lessons into existing classroom learning programs.</p>

COMMON-LAW FACTORS (IRS Revenue Rule 87-41)

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- ☒ **No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- ☒ **No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- ☒ **Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- ☒ **Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- ☒ **Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- ☒ **Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- ☒ **Own Work Hours:** Consultant will establish work hours for the job.
- ☒ **Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- ☒ **Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- ☒ **Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- ☒ **No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- ☒ **Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- ☒ **Business Expenses:** Consultant is responsible for incidental or special business expenses.
- ☒ **Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- ☒ **Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- ☒ **Possible Profit or Loss:** Consultant does these (check valid items):
 - ☒ Hires, directs, pays assistants
 - ☒ Has equipment, facilities
 - ☒ Has a continuing and recurring liability
 - ☒ Performs specific jobs for prices agreed-upon in advance
 - ☐ Lists services in Business Directory
 - ☐ Other (explain) _____
- ☒ **Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- ☒ **Services Available to the General Public** (check valid items):
 - ☒ Maintains an office
 - ☒ Business license
 - ☒ Business signs
 - ☒ Advertises services
 - ☐ Lists services in Business Directory
 - ☐ Other (explain) _____
- ☒ **Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- ☒ **No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Get Inspired		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Nancy L. Caruso, Founder		Dr. Jaron Fried	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
6192 Santa Rita Ave		501 N. Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Garden Grove, CA 92845		Anaheim, CA 92803-3520	
Date:		Date:	
10/30/2020			

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	NonProfit
Partnership:	
Other/Specify:	

Social Security Number*

or Federal Identification Number*

	01-0927185
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*Or, initial below:

	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
--	--

Telephone Number:

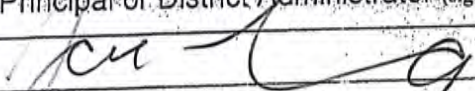
E-mail Address:

714-206-5147	nancy@getinspiredinc.org
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature: 	Date: 11/2/2020
--	-----------------

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 N. Crescent Way – P.O. Box 3520
Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this (Board Approval Date):

19 th	day of	November	2020
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by and between

Cal State Fullerton Philanthropic Foundation Inc./CSUF Center for Entrepreneurship
Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

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

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

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

- Marketing support for the Biotechnology Career Pathway program at Anaheim High School, and the Kennedy Institute of Technology and Engineering at Kennedy High School, including:
 - Stakeholder Analysis—the team will collect data to determine messaging to attract the interest of stakeholders to the pathways
 - Marketing Plan development to increase the visibility of these programs and deliver messages developed in the stakeholder analysis
 - Provide recommendations to develop the pathway programs

Site/School	Anaheim and Kennedy High Schools	Funds (Cost Center):	General Fund
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2. List of Other Supportive Staff or Consultants:

John Bradly Jackson, Director of the CSUF Center for Entrepreneurship
Professors Lorenzo Bizzi and Mark Fotohadabi

3. Consultant shall commence providing services under this AGREEMENT on:

Date: September 1, 2020

and shall diligently perform as specified and complete performance by:

Date:	December 18, 2020
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

Information about career pathways

5. District shall pay Consultant the maximum amount of

\$2,995 x 2 projects = \$5,990

for services rendered

to # of people:	8	# hours per day:	4	# of days:	100
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
- a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

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

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

8. This AGREEMENT is not assignable without written consent of the parties hereto.
9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

<p>Deliver a marketing plan for the Biotechnology Career Pathway at Anaheim High School and the Kennedy Institute of Technology and Engineering at Kennedy High School.</p>

12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

<p>The CSUF Center for Entrepreneurship has a unique set of skills to provide this marketing plan to the District. For the one-time cost of this effort, this marketing plan will enhance the marketing of these pathways for years to come.</p>
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List any technical support that will need to be supplied by District:

<p>Access to Principals at Kennedy and Anaheim High Schools.</p>
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COMMON-LAW FACTORS (IRS Revenue Rule 87-41)

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- ☒ **No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- ☒ **No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- ☒ **Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- ☒ **Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- ☒ **Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- ☒ **Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- ☒ **Own Work Hours:** Consultant will establish work hours for the job.
- ☒ **Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- ☒ **Job Location:** Consultant controls job location, under district discretion, whether on employer's site or not.
- ☒ **Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- ☒ **No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- ☒ **Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- ☒ **Business Expenses:** Consultant is responsible for incidental or special business expenses.
- ☒ **Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- ☒ **Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- ☒ **Possible Profit or Loss:** Consultant does these (check valid items):
 - ☒ Hires, directs, pays assistants
 - ☒ Has equipment, facilities
 - ☒ Has a continuing and recurring liability
 - ☒ Performs specific jobs for prices agreed-upon in advance
 - ☐ Lists services in Business Directory
 - ☐ Other (explain) _
- ☒ **Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- ☒ **Services Available to the General Public** (check valid items):
 - ☒ Maintains an office
 - ☒ Business license
 - ☐ Business signs
 - ☒ Advertises services
 - ☐ Lists services in Business Directory
 - ☐ Other (explain) _
- ☒ **Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- ☒ **No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:	DISTRICT:
--------------------	------------------

Cal State Fullerton Philanthropic Foundation Inc./
CSUF Center for Entrepreneurship

Anaheim Union High School District

Typed Name/Title of Authorized Signatory:


Typed Name of Assistant Superintendent:

John Bradley Jackson, Director, CSUF Center
for Entrepreneurship

Dr. Jaron Fried

Authorized Signature:

Signature of Assistant Superintendent:

	
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Street Address:

Street Address:

800 N. State College Blvd

501 N. Crescent Way/P.O. Box 3520

City, State, Zip Code

City, State, Zip Code

Fullerton, CA 92831

Anaheim, CA 92803-3520

Date: October 23, 2020

Date:

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Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	
Partnership:	
Other/Specify:	501 (C) 3 Non-profit Organization

Social Security Number*

or

Federal Identification Number*

	33-0567945
--	------------

*Or, initial below:

	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
--	---

Telephone Number:

E-mail Address:


Cell (714) 267-6690

Jjackson@fullerton.edu

*If a company/corporation is being approved, the signature must be that of a responsible person.
Typed company/corporation/individual's name must be identical to that on page 1.*

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator (sign prior to submitting to District indicating review and approval):

Signature:		Date:	10/27/2020
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Anaheim Union High School District
Education Division
**APPLICATION FOR STUDENT-INITIATED,
NON-CURRICULUM RELATED ORGANIZATION**
CLICK AND ENTER DATA

School:	Cypress High School	Date of Application:	September 21, 2020
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

SeaPerch

Purpose of group (Please describe thoroughly):

The purpose of our group is to come together as a team and create an underwater ROV robot that would then compete in regional competitions. Club members would teach all the necessary skills and also incorporate aspects of Physics and Engineering (Buoyancy, acceleration, velocity, engineering notebook). Competing in completely different competitions than Robotics Club and would involve different skills. Seaperch applies more real-life tools like ethernet cables unlike Robotics which uses VEX components. Our club would simulate an engineering company which has the task of creating an underwater robot.

Frequency of group meetings:

twice a week

Proposed meeting day, time and location:

Day:	Mon & Wed	Time:	Lunch	Location:	Room 209
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Applicant's Signature:	D.K.L	Date:	9/21/2020
Printed Name:	Dennis Lee		

Advisor's Signature:	KMD	Date:	9/25/2020
Printed Name:	Kevin Dwyer		

Principal's Signature:	<i>[Signature]</i>	Date:	9/28/21
Printed Name:	Sean C. Pfeiffer		

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

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

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

School:	Cypress High School	Date of Application:	9/18/20
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Eastern Medicine Club

Purpose of the group (Please describe thoroughly):

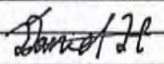
From this club, I want to spread awareness of various cultural medicine that can prevent many diseases. This club will be very enriching and very useful for the STEM field yet to come for myself and other students. This club will have enriching presentations, thrilling activities, and possibly guest speakers and volunteer opportunities.

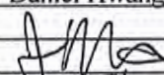
Frequency of group meetings:

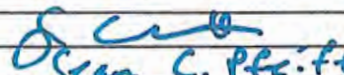
Once a week

Proposed meeting day, time and location:

Day:	Thursday	Time:	12:00 PM	Location:	Google Meets
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Applicant's Signature:		Date:	9/18/20
Printed Name:	Daniel Hwang		

Advisor's Signature:		Date:	9/21/20
Printed Name:	John Montrella		

Principal's Signature:		Date:	9/21/20
Printed Name:	Sean C. Pfeiffer		

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

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

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

School:	Cypress High School	Date of Application:	Sept. 8, 2020
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Liberty of North Korea

Purpose of the group (Please describe thoroughly):

Our mission is to raise awareness and stand up for human rights as we work to help North Korean refugees achieve liberty. Our purpose is to introduce for the liberty of North Korea and change people's perception of North Korea.

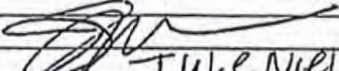
Frequency of group meetings:

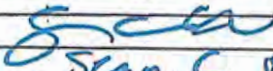
Once a week for 30 minutes through a google meets

Proposed meeting day, time and location:

Day:	Tuesday	Time:	12:00-12:30 pm	Location:	Google Meets virtual meeting
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Applicant's Signature:	Hannah Kim, Rachel Choe	Date:	09/08/20
Printed Name:	Hannah Kim, Rachel Choe		

Advisor's Signature:		Date:	9/18/20
Printed Name:	Julie Nielsen		

Principal's Signature:		Date:	9-21-20
Printed Name:	Sean C. Pfeiffer		

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

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

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

School:	Cypress High School	Date of Application:	October 13, 2020
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Ted-Ed Student Talks

Purpose of the group (Please describe thoroughly):

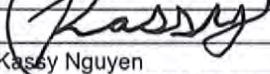
The Ted-Ed student talks club brings students together to discover, develop, and share their best ideas. During these gatherings, students may watch and debate Ted Talks, explore and share their own and each other's ideas. Students will also present their own ideas in a short Ted-style talk. This club will allow students will be able to improve their presentation and public speaking skills. It will also serve a purpose of inspiring students on campus to find their passion by listening and creating motivational speeches - Ted Talks. At the end of the year, students will have the opportunity to showcase their Ted Talk on a topic that they are passionate about in a conference (virtually held until further notice).

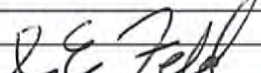
Frequency of group meetings:

Every Thursday

Proposed meeting day, time and location:

Day:	11-5-20	Time:	10:00 a.m.	Location:	Virtually on Zoom
------	---------	-------	------------	-----------	-------------------

Applicant's Signature:		Date:	10/13/20
Printed Name:	Kassy Nguyen		

Advisor's Signature:		Date:	10/13/20
Printed Name:	Richard Feldman		

Principal's Signature:		Date:	10/15/20
Printed Name:	Sean C. Pfeiffer		

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

Assistant Superintendent's Signature:		Date:	
---------------------------------------	--	-------	--

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

**APPLICATION FOR CURRICULUM-RELATED STUDENT
ORGANIZATION**

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

Name of Organization:

School:

Math Honor Society

John F. Kennedy High School

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

Ian Gumpal

Staff Sponsor(s):

Lawrence Trang

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

(See the attached Constitution and By-Laws)

Proposed meetings:

Day(s): Tuesdays, Thursdays, or Fridays
Time(s): 3:00pm - 3:15pm

Location: Schoology

Special equipment? ☒ No ☐ Yes – Describe:

Qualifications for membership, if any:

(See Article III of the attached Constitution)

How are officers elected?

Term?

By interview from the current President and Vice-President

1 year

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

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

Math Honor Society aims to inspire keen interest in mathematics and develop strong erudition of the subject. To do so, the club will provide free math tutoring opportunities for the members and officers to pursue in order for them to attain scholarships, stoles, and awards to recognize a student's prowess and appreciation for mathematics. Math Honor Society will aim to facilitate the development of math education for both the members and the student body who struggle with the subject, hoping to promote the enjoyment of mathematics in everyone.

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

The adviser will aid in the facilitation of general meetings and fundraising activities, as well as act as a liaison between our club and the other faculty members of our school. The adviser approves the activities we decide to hold, so they ultimately have the official say on what we, as students, can do.

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

Funds will be raised by partnering with various establishments (ex. food/drinks) and agree on a ratio of how much funds both parties receive. These funds will be used for various activities, apparel, and scholarships.

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

Signature of student making application: Ian Gumpal

Printed name of student making application: Ian Gumpal

Signature of faculty sponsor: Lawrence Trang
Printed name of faculty sponsor: Lawrence Trang

Faculty sponsor: I have reviewed this application and

☒ The application is complete ☒ The Constitution/By-Laws are attached

The application is not complete (explain):

Signature of School Principal: Adam Hernandez

Date: 10-5-20

Adam Hernandez

Signature of Assistant Superintendent of Education:

Date:

Education Office Use Only:

Board of Trustees action: ☐ Approved ☐ Denied Date:

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

Anaheim Union High School District 2021-2022

EXHIBIT FF

Student/Teacher Calendar

July 2021					November 2021					March 2022				
			1	2*	1	2	3	4	5		1	2	3	4
5	6	7	8	9	8	9	10	11*	12	7	8	9	10	11<
12	13	14	15	16	15	16	17	18	19	14	15	16	17	18
19	20	21	22	23	22	23	24	25*	26*	21	22	23	24	25*
26	27	28	29	30	29	30				28	29	30	31	
August 2021					December 2021					April 2022				
2	3	4	5	6			1	2	3					1
9++	10+	11	12	13	6	7	8	9	10	4	5	6	7	8
16	17	18	19	20	13	14	15	16#	17<	11	12	13	14	15
23	24	25	26	27	20	21	22	23*	24*	18	19	20	21	22
30	31				27	28	29	30*	31*	25	26	27	28	29
September 2021					January 2022					May 2022				
		1	2	3	3	4	5	6	7	2	3	4	5	6
6*	7	8	9	10	10	11	12	13	14	9	10	11	12	13
13	14	15	16	17	17*	18	19	20	21	16	17	18	19	20
20	21	22	23	24	24	25	26	27	28++	23	24	25#	26<	27+
27	28	29	30		31					30*	31			
October 2021					February 2022					June 2022				
				1		1	2	3	4			<u>1</u>	<u>2</u>	<u>3</u>
4	5	6	7	8<	7	8	9	10	11	6	7	8	9	10
11++	12	13	14	15	14*	15	16	17	18	13	14	15	16	17
18	19	20	21	22	21*	22	23	24	25	20	21	22	23	24
25	26	27	28	29	28					27	28	29	30	



School Begins



Non-Student/Non-Teacher Day
Holidays

+

Teacher Day; No Students

++

Staff Development Day; No students

<

End of the Quarter or Semester
And Minimum Day for Students

#

Minimum Day for H.S. Students Only

Underlined Days (May 29-June 4) are subject to
change to regular school days if it becomes
necessary to bring the total school days up to State
minimum.

Quarter	Days	Dates			
1	42	Aug	11	--	Oct 8
2	43	Oct	12	--	Dec 17
3	46	Jan	3	--	Mar 11
4	49	Mar	21	--	May 26

180 Student Days
185 Teacher Days

Progress Reports Due Fridays
10:00 a.m. at the site on:
September 17, 2021
November 12, 2021
February 4, 2022
April 22, 2022

Grades Due Fridays
10:00 a.m. at the site on:
October 15, 2021
January 7, 2022
March 25, 2022
May 27, 2022

**Tentative Agreement
Regarding Conclusion of the 2019-20 Reopener Negotiations between
AFSCME Local 3112 and the Anaheim Union High School District
October 21, 2020**

AFSCME Local 3112 and the Anaheim Union High School District concluded 2019-20 reopener negotiations on October 20, 2020. After ratification, the following tentative agreements will be incorporated into the Collective Bargaining Agreement between the parties.

AFSCME and the District agree that all of the Tentative Agreements for 2019-20 reopeners will be recommend for ratification by both parties.

As a result, this concludes reopener negotiations for 2019-20.

Section 5.6.2 is added effective following ratification by both parties to read as follows:

5.6.2 Regular Work Year Extra Hours Work Assignments for Absences

5.6.2.1 At the beginning of each school year, food service employees who want to work extra hours during their regular work year must submit the Extra Hours Work Form to the Food Services Department.

5.6.2.2 The names of employees who return the form within the two weeks of the start of school will be listed in seniority order to the District-Wide Extra Hours Work List.

5.6.2.3 When a food services employee is absent (short term absence of less than two weeks), the position will first be filled at the site level by seniority and rotation order by a regular food services employee assigned to that site. (Note 5.6 pertains to long-term openings)

5.6.2.4 After all movement is made at a school site, an employee from the District-Wide Extra Hours List will be called to fill any remaining absence.

5.6.2.5 When assigning an employee from the District-Wide Extra Hours List, there will be no switching from site to site by regular employees, unless the regular employee's work schedule does not conflict with the available assignment.

5.6.2.6 Providing there are not regular employees available on the District-Wide Extra Hours Work List, a substitute worker will be assigned.

Section 11.1 is amended to read as follows:

11.1 Salary

Effective July 1, 2019, the 2019-20 base salary schedule shall be increased by one-half percent (.5%) for fiscal year 2019-20.

In addition to the wage increase referenced above, employees shall receive a one-time, off-schedule payment equal to one-half percent (.5%) of their earned salary as reflected on the 2019-20 salary schedule. This one-time, off-schedule payment shall apply to all unit members employed by the District as of the date of the ratification of the Tentative Agreement.

Section 11.4 is amended to read as follows:


11.4 Custodial Shift Differential

In 1999, all night and day differential amounts were agreed to be added to the base salary for custodians. Nevertheless, effective December 1, 2020, a \$50 per month evening differential shall be paid custodians whose eight (8) hour shift begins at or after 2:00 p.m. for the period of time which exceeds five (5) working days within a pay period. This evening differential will not continue when these custodians work the day shift.

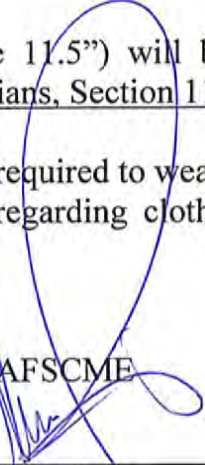
Note 1: The reference in Section 11.3 (to "Article 11.5") will be amended to read "~~(excluding custodians, Article 11.5~~ except for custodians, Section 11.4.)"

Note 2: Food Service Assistants will be provided and required to wear a standard District-issued polo shirt (five in number, see Section 8.4 regarding clothing required by the District).

FOR THE DISTRICT

By: 
Brad Jackson
Assistant Superintendent
Human Resources

FOR AFSCME

By: 
Adrian Prieto
President, Local 3112

AGREEMENT BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT

AND

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, LOCAL 3112 (COUNCIL 36)

For the Period

July 1, 2018

to

June 30, 2021

Board Approved: October 11, 2018

Reopener Agreement for 2018-19
Board Approved: October 10, 2019

Amended Agreement for 2018-19
Board Approved: December 12, 2019

Reopener Agreement for 2019-20
Board Approved: Pending

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ATTACHMENTS

A 2019-2020 Salary Schedule

B MOU: Bilingual Classification Pay (July 18, 2012)

Intentionally left blank (replaced by Appendix H)

D MOU: Transportation work assignments when Equalization is contractually not in effect (January 21, 2011)

Intentionally left blank per MOU dated October 2, 2019

F MOU: Bus Driver Work Year

G MOU: Health and Welfare Plan Changes for 2017 Plan Year

H MOU: Health and Welfare Program Change for 2021 (September 30, 2020)

I MOU: Filling Benefited Vacancies for Food Service I Positions

J MOU: Range Adjustments (September 6, 2018)

K MOU: GPS/Zonar tracking devices and/or Videotape Cameras (June 6, 2017)

L MOU: Bus Driver Guaranteed Hours Pilot Program, Pilot Regarding Equalization of Hours

AGREEMENT

This Agreement is made and entered into this 1st day of July 2018, by and between the Board of Trustees of the Anaheim Union High School District, whose address is 501 Crescent Way, Anaheim, California, 92803-3520, hereinafter referred to as the "District" or "Board" and the American Federation of State, County and Municipal Employees, Local 3112 (Council 36), whose address is 2111 W. Crescent Ave., Suite A, Anaheim, CA 92801, hereinafter referred to as the "Union" or "AFSCME".

ARTICLE 1: RECOGNITION

The Board recognizes the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3112, (AFSCME Council 36) as the sole and exclusive representative of blue collared classified as described below:

INCLUDED

Athletic Facilities Technician
Athletic Facilities Worker I
Athletic Facilities Worker II (Female)
Athletic Facilities Worker II (Male)
Auditorium Operations Assistant
Auditorium Operations Technician
Bus Driver
Custodian
Custodian-Athletic Facilities
Driver Instructor
Electronics Technician
Equipment Operator
Equipment Repair Mechanic
Food Service Assistant I
Food Service Assistant II
Food Service Assistant III
Food Service Assistant III-Bilingual
Food Service Assistant IV-Food Preparation
Food Service Equipment Technician
Graphic Arts Technician
Graphic Production Specialist
Grounds Maintenance Worker
Heavy Equipment Operator
HVAC/EMCS Technician
Instrument Repair Technician
Inventory Control Specialist
Irrigation Systems Technician
Maintenance Carpenter
Maintenance Electrician
Maintenance Floor/Plaster Worker
Maintenance Glazier
Maintenance Locksmith
Maintenance Painter
Maintenance Plumber
Maintenance Service Worker
Maintenance Welder/Fabricator
Mechanic
Network Technician
Nutrition Services Production Assistant

Nutrition Services Sous Chef
Offset Press Operator
Pool Maintenance Technician
Senior Custodian
Senior Equipment Operator
Senior Warehouse Worker-Central Warehouse
Senior Warehouse Worker-Nutrition Services
Shop Equipment Repair Technician
Technology Service Technician
Technology Services Assistant
Transportation Dispatcher
Transportation Operations Specialist
Warehouse Worker-Central Warehouse
Warehouse Worker-Nutrition Services

EXCLUDED

Food Service Manager I; Food Service Manager II; Food Service Supervisor; Maintenance Lead; Project Manager; Site Custodial Supervisor I; Site Custodial Supervisor II; all substitutes; all classified directors; all management supervisory and all confidential employees as defined by PERB.

The Union, in turn, recognizes the Board as a duly elected representative of the people and agrees to negotiate exclusively with the Board through the provisions of the Rodda Act.

- 1.1 It is agreed by the parties that both AFSCME and the Anaheim Union High School District have negotiated the principle of "seniority" into this collective bargaining agreement wherever it is possible to do so. All applications of seniority are specifically noted within this agreement.
- 1.2 It is agreed by the parties that effective on the date of the signing of this re-opener, all skilled maintenance work performed on the weekend shall be performed by skilled craft-workers covered by this collective bargaining agreement, not by maintenance lead workers nor any other management or supervisory employees of the District. This clause shall be applied with equal force to ensure that semi-skilled and un-skilled maintenance work will not be performed by management or supervisory employees on the weekends.

ARTICLE 2: HEALTH AND WELFARE

2.1 Primary Benefits

The District shall contribute towards the cost of medical, dental, life, vision care, disability, and accidental death /dismemberment insurance benefits for active employees who are within the unit as indicated below:

2.1.1 Medical Insurance

PPO: Self-insured major medical with \$275 deductible per person, maximum of \$1,100 per family for unit members and eligible dependents utilizing the Blue Cross Prudent Buyer Plan, including prescription coverage, in the amount not to exceed the super composite rate established for 2017 of \$1,348 per month or \$16,179 per year per enrolled unit member.

HMO: HMO insurance for unit members and eligible dependents utilizing Anthem Blue Cross, in the amount not to exceed the super composite rate established for 2017 of \$1234 per month or \$14,814 per year per enrolled unit member. On or as of December 31, 2017, Anthem Blue Cross Fully Funded HMO Plan will be discontinued as a medical insurance offering to active employees.

2017 Blended Super Composite Rate and Maximum District Contribution: The blended super composite rate shall be the weighted average of the PPO and HMO super composite rates above. Beginning with the 2017 calendar year, the District's contribution to the blended super composite rate shall not exceed \$15,475.

Example: 1,238 employees are in the HMO. (46%) 1,433 employees are in the PPO. (54%) 46% of \$11,808 = \$5432. 54% of \$14,364 = \$7,757. \$5432 + \$7757 = \$13,189 is 2013 blended super composite rate.

EPO: Beginning January 1, 2018, a District Self-Funded EPO (Exclusive Provider Organization) medical insurance plan will be provide as an offering to active employees in place of the discontinued Anthem Blue Cross Fully Funded HMO Plan.

For the 2018 calendar year, the District Self-Funded EPO will utilize the Blue Cross Prudent Buyer PPO Network, and the EPO Plan as well as all co-pays and out-of-pocket maximums shall remain the same as the former Anthem Blue Cross HMO that was in effect as of January 1, 2017, with the exception of the Plan 9 6 administrator, Prescriptions drug and the Mental Health carriers. Plan Administration Services will be provided by BRMS, psychological mental health services (Including Alcohol and Drug Abuse Care) will be provided by the Holman Group, and prescription services will be provided through Express Script, Inc.

Blended Super Composite Rate and Maximum District Contribution: The 2018 maximum District contribution to the blended super composite rate is \$15,759. For calendar year 2018, the blended super-composite rate is \$16,078. The maximum District contribution to the blended super composite rate will be \$16,078. There will be no employee contribution for calendar year 2019.

2.1.2 Life and Accidental Death/Dismemberment Insurance

Life and accidental death/dismemberment insurance for employee and life insurance protection for employee's spouse and eligible children.

2.1.3 Dental Insurance

Dental insurance for employee and eligible dependents (no deductible) \$1,500/\$1,700 yearly maximum per person including 70 percent coverage for major dental procedures or Delta Care PMI dental insurance.

2.1.4 Vision Care Insurance

Vision health services with special contact lens provisions for employees and eligible dependents.

2.1.5 Alcohol, Drug Abuse and Psychological Care

Alcohol, drug abuse and psychological care for employees and eligible dependents.

2.1.6 Hearing aids and hearing examination for employees only as required by a physician.

2.1.7 Short-term income protection plan, sixty-six and two-thirds (66 2/3) percent benefit, with a maximum monthly benefit of \$5,000.00 per month, and a minimum amount of not less than \$25.00 per month up to two years with a sixty (60) day waiting period with American Fidelity Assurance as Administrator and Plan Provider.

2.2 **Surviving Dependent Coverage**

In the event an employee expires while in a paid status, currently covered surviving dependents shall be extended District health and dental benefits coverage at District expense for a period of four (4) additional calendar months following the month of the employee's death.

2.3 **Right to Contact**

AFSCME shall have the right to contact the health and welfare contract administrator directly for any information it wishes relative to the plan, but a copy of such

request and a copy of any answer received from the contract administrator shall be sent to the District.

2.4 Self-Insurance Plan

The District will maintain a self-insurance plan. The contract administrator will be selected by the District after consultation with the District Insurance Committee.

2.5 COBRA

All eligible employees who retire/terminate from the Anaheim Union High School District shall be eligible to participate in COBRA.

2.6 Health and Welfare Parity

If an agreement is reached with any other collective bargaining group on Health and Welfare that contains a greater benefit than the current plan or higher maximum District contribution, the District or AFSCME may request, and the other party will agree, to re-open negotiations on Health and Welfare for 2019.

2.7 Insurance Committee

AFSCME may name three (3) 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.

AFSCME and the District negotiation teams will work to reach an agreement on such cost containment provisions and upon agreement, recommendations shall be submitted for ratification.

If such agreement is not reached prior to November 1 of each year, the current benefits plan will 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 new year.

The District and AFSCME agree to negotiate on health and welfare beginning October 2 through October 31 in an effort to negotiate any plan changes or other cost containment measures.

2.8 Retiree Benefits

2.8.1 All employees ages 60-65 who are regular classified personnel in the employment of the District and who retire(d) from the District with fifteen (15) or more years of service and who are not otherwise covered by any similar programs provided through social security or other classified 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.

Classified employees who retire with fifteen (15) or more years of service to the District, and who have not attained the age of 60, who wish to participate in the major medical, including prescription coverage, and dental portion of the fringe benefit compensation package may do so by depositing the monthly amount of the premium with the District Business Office. The amount of the premium will be based on the regular employee rate established each year by the District's Plan Administrator and the EPO provider.

To remain eligible for the District paid major medical and dental benefit coverage from ages 60-65, the retiree must deposit the monthly amount of the premium with the District Business Office from the date of retirement until age 60.

2.8.2 After meeting the requirements of 2.8.1 employees hired prior to March 1, 1980 who retire prior to the age of 60, the Board of Trustees shall provide the 1979-80 fringe benefit amounts toward the Major Medical and Dental portion of the fringe benefit compensation package to all regular classified employees.

2.8.3 Retirees referred to in the above paragraph who wish to continue participation in the program will be required to make monthly payments, in advance, to the Business Office the difference between the current year costs and the 1979-80 costs. Current differential: \$58. for PPO medical, \$46.30 for EPO/HMO medical, and \$10.40 for dental coverage for employees only.

2.8.4 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 the retiree is eligible to purchase a Medicare supplement from the District if the retiree is eligible for Medicare.

2.8.5 Members retiring after 1979 shall receive Major Medical and Dental fringe benefits no greater than those offered current, active bargaining classified employees.

2.8.6 Eligible retirees age 65 and older will be provided, at their cost, a medical plan with prescription coverage comparable to the terms in Article 2.1.

2.9 **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 2.1 and 2.6 of this Article. 12 9 Employees on unpaid leave of absence who wish to participate in the program may do so by depositing their premium costs with the District Business Office.

2.10 **IRS Section 125 – Flexible Benefit Plan**

The District shall provide an Internal Revenue Service Section 125 Plan for unit members. Such plan will include but not be limited to eligible medical and disability income insurance and dependent care expenses. The plan administrator for the IRS Section 125 Plan shall be American Fidelity Assurance Company, mutually agreed upon by AFSCME and the District. Participation by bargaining unit members in the plan shall be voluntary.

2.11 **Employee Assistance Programs**

Employees may take non-work time to avail themselves of any Employee Assistance Program which is made available through AFSCME or other appropriate sources. AFSCME shall be allowed to post flyers on all bulletin boards regarding such employee assistance programs. Employee participation in such Employee Assistance Program shall be completely confidential. Work time absences for participation in Employee Assistance Programs shall be covered by Article 13.10.

ARTICLE 3: ORGANIZATIONAL SECURITY

3.1 **Dues Deduction**

Union dues and fees shall be a set amount, or percentage of wages, as designated by the union from time to time. The District agrees the right to payroll deduction for payment of organizational dues shall be accorded to the Union. Union members who currently have authorization cards on file for the above purposes need not be resolicited. Union dues and fees shall be one percent (1%) of the employee's base gross wages. The District agrees to recalculate wages two times a year until there is the ability to recalculate monthly.

Provided the District receives at least 25 requests, payroll deduction for voluntary political contributions through AFSCMEs "PEOPLE" Program, or other similar programs, shall also be provided by the District to AFSCME.

3.1.1 Non-benefited food service positions will come under this provision through attrition.

3.1.2 Non-benefited food service employees who are not currently AFSCME members will have until July 1, 2000 to complete an exclusionary form. Failing to complete an exclusionary form by that date will result in AFSCME membership.

3.2 All permanent classified employees shall sign in ink and deliver to the Union Business Office and the District Payroll Office an official District payroll deduction authorization for Union membership dues. Pursuant to such authorization, the District shall deduct monthly dues from the regular salary check of the employee.

- 3.3 Said deduction, together with a written statement of names and amounts deducted, as well as the "People" deductions, shall be forwarded within thirty (30) calendar days to the Union headquarters. Changes in the amounts of dues to be deducted shall be requested in writing by the Union. The District shall not be obligated to put into effect any new or changed deduction until the pay period commencing fifteen (15) calendar days after such submission. The District will implement the changes as soon as practicable.
- 3.4 All employees who sign voluntary dues deduction authorization cards, shall have such authorization cards remain in effect until each annual period from March 1 to March 31 of each year of this Agreement.
- 3.5 The right of payroll deduction for payment of organizational dues shall be accorded by the Board to AFSCME, and shall not be accorded to any other organization whose employees are part of the bargaining unit represented by AFSCME.
- 3.6 Any employee represented by AFSCME, Local 3112, who feels s/he cannot continue to pay his/her Union dues, fees and general assessments due to a financial hardship, may petition in writing to the Executive Board of AFSCME, Local 3112, a request for review of his/her personal circumstances to allow the employee to withdraw from the Union. This review shall be done on an individual/ confidential basis; the decision shall be left solely to the Executive Board of AFSCME, Local 3112.
- 3.7 **Hold Harmless**
- 3.7.1 The Union agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or the implementation. In addition, AFSCME understands and agrees that Article 3.8, hold harmless, shall pertain to AFSCME holding the District harmless to any and all claims, challenges, and litigation that might arise regarding or related to Article 3.
- 3.7.2 The Union shall have the exclusive right to decide and determine whether any such action or proceeding referred to in 3.7.1 above shall or shall not be compromised, resisted, defended, tried, or appealed.
- 3.8 The District and Union recognize that an employee may at any given time, be employed both by Anaheim Union High School District and by Anaheim City School District. In the situation where a work-related problem in this District may require the involvement of the Anaheim City School District, this District will make every effort to insure that the Anaheim City School District recognizes the Union as representative of the employee and to urge the Anaheim City

School District to cooperate with the Union and to otherwise allow it to fully represent the employee.

ARTICLE 4: GRIEVANCE PROCEDURES

Definition: A grievance is a claim by a unit member that there has been a misinterpretation, misapplication, or violation of a specific provision of this agreement.

4.1 Rights of the Union

- 4.1.1 Individual Rights - This grievance procedure is not intended to deny the right of an individual to seek a satisfactory resolution to his/her problem by him/herself.
- 4.1.2 If a unit member is not represented by the Union or its representative, the District shall notify the Union whenever a grievance has been filed, and prior to an adjustment of the grievance shall notify the Union of the proposed adjustment and shall provide the Union with the opportunity to respond to the proposed adjustment.

4.2 General Provisions

- 4.2.1 The grievant may have a representative, who is an employee of the District, at the informal level. Said representative and the grievant shall obtain permission of his/her immediate supervisor and shall report back to the supervisor when the informal grievance meeting has been concluded. In addition, the grievant shall have the right to be represented by the Union at Steps 1, 2, 3, and Arbitration.
- 4.2.2 Grievances which proceed beyond the informal step shall be in writing on a form already approved by the parties and shall be a statement of the grievance including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, and decision rendered at the informal conference and the remedy sought. If a mistake as to the specific article and section is made at the first written level of the grievance steps, the grievance may proceed to Step III with corrections made, provided however, that new allegations are not introduced.
- 4.2.3 At each step of the formal grievance procedure, unless the parties have mutually agreed to alternate wording, the ultimate disposition shall be rendered by one of the following statements:
 - 4.2.3.1 Grievance sustained.
 - 4.2.3.2 Grievance denied.

4.2.3.3 Grievance sustained in part.

4.2.4 During the conduct of grievance meetings, only the following participants shall be permitted:

4.2.4.1 The grievant(s).

4.2.4.2 The grievant's representative (maximum of two (2)).

4.2.4.3 The respondent.

4.2.4.4 The respondent's representative (maximum of two (2)).

4.2.4.5 Any witness deemed necessary by either party.

At the request of either party, all witnesses for both parties shall be sequestered.

4.2.5 Failure to Meet Time Limits

If a grievance is not processed by the grievant and the Union in accordance with the time limits set forth in this Article, it shall be considered withdrawn by the Union. If the District fails to respond to the grievance within the time limits at each step of the grievance, the failure to respond shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems which occur after Step 1 as a result of the summer recess, winter break or spring break.

4.2.6 The grievant and grievance representative shall be entitled to be present and to participate in all grievance meetings and discussion.

4.2.7 Unit members, not to exceed a maximum of the grievant and two (2) witnesses, shall be released from assigned responsibility without loss of compensation when participating in grievance meetings held during the school day.

4.2.8 All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.

4.2.9 For purposes of computing the time limits set forth in this Article, a "day" is any day in which the central administrative office is open for business.

- 4.2.10 The original written remedy sought by the grievant may be modified at any subsequent level, on mutual agreement by both parties.

4.3 **Grievance Procedures**

- 4.3.1 Step 1: When a unit member has a grievance, the grievance may be brought to the attention of the appropriate administrative representative in an attempt to resolve the problem through discussion.
- 4.3.2 Step 2: The grievant or the grievant's representative shall present the grievance in writing to the appropriate administrative representative of the Board. Such grievances must be presented within twenty (20) days of the date of the occurrence which led to the grievance, or within twenty (20) days of the date the grievant could reasonably be expected to have knowledge of the occurrence, whichever is later. Within ten (10) days after filing of the grievance, a meeting shall be held with the grievant and the grievant's representative. The respondent shall render the Step 2 disposition within ten (10) days after the Step 2 meeting.
- 4.3.3 Step 3: In the event the grievant is not satisfied with the decision of Step 2, the grievant may appeal the decision in writing to the Superintendent or his/her designee and request a formal hearing. Such appeal must be made within ten (10) days of the termination of Step 2. The appeal shall include a copy of the original grievance, the decision rendered at Step 2, and a clear, concise statement of the reasons for the appeal.

In lieu of a formal hearing, the grievant may request that an informal conference be held with the Superintendent or designee in an attempt to resolve the problem through discussion.

Step 3 hearings or conferences shall be held within ten (10) days of the receipt of the appeal from Step 2. The Superintendent or designee shall communicate a decision within five (5) days after the date of the Step 3 hearing or conference and such a decision will terminate Step 3.

4.3.4 **Arbitration**

4.3.4.1 Submission to Arbitration

If the Union 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 fifteen (15) days of the Union's receipt of the Step 3 decision.

4.3.4.2 Selection of Arbitrator

The Union and the District shall agree upon an arbitrator. If no agreement is reached within ten (10) days, the parties shall request the American Arbitration Association to administer the selection of the arbitrator in accordance with its rules governing labor disputes. and submit to the Union and the District the names of seven (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 one (1) name remains who shall be the arbitrator. The party who strikes the first name shall be determined by lot.

4.3.4.3 Hearing: Arbitrator's Decision

The arbitrator selected in accordance with paragraph 4.3.4.2 above shall conduct a hearing promptly, and in accordance with the American Arbitration Association rules governing labor disputes. The arbitrator shall hear the issues presented, and shall render a decision promptly, but in no event later than thirty (30) calendar days from the date of the hearing or thirty (30) calendar days from the deadline for filing post-hearing briefs, whichever occurs later.

4.3.4.4 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, except that the grievant, the grievance representative, and a reasonable number of necessary witnesses shall be released from their assignments without loss in compensation or cost to the Union.

4.3.4.5 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.

4.3.4.6 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 respec-

tive 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 detracting) 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 one (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 twenty (20) day period specified in Step 1 of the grievance procedure.

4.3.4.7 Rules of Procedure

Upon agreement of the parties, the arbitration may proceed under Expedited Labor Arbitration rules of the American Arbitration Association and notice of such agreement shall accompany any request for a list of arbitrators.

The decision of the arbitrator, within the limits herein prescribed, shall be binding on the Union, the District and the grievant.

4.4 **No Reprisals**

No reprisals of any kind will be taken against any participant in the grievance procedure by reason of such participation.

ARTICLE 5: WORKING HOURS**5.1 Workday**

The full time employee's regular workday shall consist of eight (8) hours of work. Any reduction in assigned time shall be accomplished in accordance with the District layoff procedure as stated in the contract Article 18. Upon request, the District shall meet and confer with AFSCME regarding the effects of the reduction in work hours. Specifically excluded from this requirement shall be the decision itself and any of the procedural or substantive requirements set forth in the Education and Government Codes.

5.2 Workweek

The employee's regular workweek shall consist of five (5) consecutive days from Monday through Friday, inclusive. It is recognized, however, that the actual workweek is a seven (7) day period, Monday through Sunday, inclusive, and that the Board may, for valid operational reasons only, assign employees to consecutive workdays other than Monday through Friday within this seven (7) day period. The District will meet and consult with the AFSCME before making any permanent decisions.

5.3 Work Year

No employee's work year shall be reduced at the request of the employee except with AFSCME's agreement. Any involuntary reduction in work year shall be accomplished in accordance with the District layoff procedure as stated in the contract Article 18. Upon request the District shall meet and confer with AFSCME regarding the effects of the reduction in work year. Specifically excluded from this requirement shall be the decision itself and any of the procedural or substantive requirements set forth in the Education and Government Codes.

Warehouse Worker-Nutrition Services shall bid and receive routes based on seniority. Also, at the same time drivers, in order of seniority, will select a truck that has been designated as appropriate to the type and size of the route.

In the classification of Maintenance Service Worker, the work assignment of the filter crew will be assigned to the two least senior employees in this classification.

Eleven and one-half month employees shall receive no less than half of the days of pay in their half month when it occurs within a fixed, calendar month, and no less than twelve (12) days of pay for their half month when their half month is scheduled by the District at different times throughout the calendar year.

5.4 **Lunch Periods**

Each employee who works five (5) hours or more shall be granted an unpaid duty-free lunch period of at least one-half (1/2) hour, which shall be scheduled by the immediate supervisor at or about the midpoint of each shift or as mutually agreed upon.

5.5 **Rest Periods**

Each employee who works more than three (3) but less than eight (8) hours per day shall be provided one (1) fifteen (15) minute rest period per day. Eight (8) hour per day employees shall be provided two (2) fifteen (15) minute rest period(s) each day. Rest periods will be taken at times approved by the immediate supervisor, except rest periods shall not be scheduled by a supervisor at the end of the shift. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee and shall be taken in addition to and exclusive of the scheduled lunch period. Rest periods shall not be accumulated for any purpose.

Nothing in subsections 5.4 or 5.5 shall deprive any employee of a lunch or rest period he or she is currently receiving.

5.6 **Extra Hours**

The District shall make a good faith effort to ensure that all part-time regular employees are given an equal opportunity to work extra hours and extra assignments. When the opportunity to work extra hours arises, and the extra hours do not conflict with regular employees' work schedules, regular employees shall be favored over substitutes. These extra hours shall be on a rotation based on seniority. Long-term openings shall be rotated after every two (2) weeks.

The parties agree that the above language is not meant to apply to or create overtime opportunities or health benefits.

5.6.1 In the Food Services Department, blue sheets will be updated on a regular basis, at a minimum of twice a year.

5.6.2 **Regular Work Year Extra Hours Work Assignments for Absences**

5.6.2.1 At the beginning of each school year, food service employees who want to work extra hours during their regular work year must submit the Extra Hours Work Form to the Food Services Department.

5.6.2.2 The names of employees who return the form within the two weeks of the start of school will be listed in seniority order to the District-Wide Extra Hours Work List.

- 5.6.2.3 When a food services employee is absent (short term absence of less than two weeks), the position will first be filled at the site level by seniority and rotation order by a regular food services employee assigned to that site. (Note 5.6 pertains to long-term openings)
- 5.6.2.4 After all movement is made at a school site, an employee from the District-Wide Extra Hours List will be called to fill any remaining absence.
- 5.6.2.5 When assigning an employee from the District-Wide Extra Hours List, there will be no switching from site to site by regular employees, unless the regular employee's work schedule does not conflict with the available assignment.
- 5.6.2.6 Providing there are not regular employees available on the District-Wide Extra Hours Work List, a substitute worker will be assigned.

5.7 The Anaheim Union High School District shall provide an overtime/extra hours report which shall be posted monthly at each location. In order to comply with this section, the District shall post in plain view at each location all AFSCME and related substitute time sheets with names, social security numbers and ID numbers redacted.

5.8 **Overtime**

Employees shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for any time worked in excess of eight (8) hours in any one (1) day except that it shall be after ten (10) hours for all time worked during the 10 hour/4 day work week during the summer recess and any time in excess of forty (40) hours in any calendar week. Overtime shall be specifically assigned and authorized in advance by the supervisor.

- 5.8.1 For the purposes of computing the number of hours worked, time during which an employee is excused from work because of paid leave shall be considered as time worked by the employee.
- 5.8.2 An employee having an average workday of four (4) hours or more shall be compensated for any work required to be performed on the sixth (6th) or seventh (7th) day following the commencement of the normal workweek at a rate equal to one and one-half (1 1/2) times his/her regular rate of pay. The regular workweek shall begin at 12:01 a.m. Monday.
- 5.8.3 An employee having an average workday of less than four (4) hours per day shall be compensated for any work required to be performed on the seventh (7th) day following the commencement of the normal

workweek at a rate equal to one and one-half (1 1/2) times his/her regular rate of pay.

5.9 **Overtime Pay on Holidays**

Employees required to work on Board authorized holidays shall receive compensation, or compensatory time off, at one and one-half (1 1/2) times the regular rate of pay in addition to the regular rate of pay for the holiday. Compensatory time off may be given in lieu of compensation only with the voluntary agreement of the employee involved. An employee who is assigned to a contract site will follow the contract site calendar as long as the number of compensated holidays is equal to the District's calendar.

5.10 **Compensatory Time Off, Overtime - Right of Refusal**

A supervisor may grant compensatory time off at the same prorated ratio as overtime cash payment. Compensatory time off may be given in lieu of compensation only with the voluntary agreement of the employee involved.

An employee may be assigned overtime only when (1) there is an emergency, (2) all other employees in the relevant classifications decline voluntary overtime, and (3) he/she is the employee within the relevant classification with the least overtime worked during the fiscal year. In the case of custodians and kitchen workers at the site, number three (3) in the sentence above shall read, "when he/she is the employee within the relevant classifications at the site with the least overtime worked during the fiscal year."

5.11 **Compensatory Overtime**

Compensatory overtime off for overtime in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week shall be taken within twelve (12) months of the payroll period in which it is earned as scheduled and approved by the immediate supervisor.

5.12 **Assignment of Voluntary Overtime**

The Anaheim Union High School District shall provide an overtime/extra hours report which will be posted monthly at each location. Except in emergencies, the opportunity to work overtime at a site to which assigned will be rotated in order of seniority, with the following exceptions:

- 5.12.1 Overtime at Handel and Glover Stadiums and graduation shall be offered to Maintenance and Grounds employees on a rotation basis according to seniority. Each June, one (1) list will be created of those regular employees who desire to work stadium and graduation overtime. Friday morning stadium clean up will be offered to custodial employees on a rotation basis, according to seniority. Saturday morning overtime

for “clean-up” at Handel and Glover will be assigned on a rotating seniority basis to Maintenance and Grounds employees, Custodians assigned to the day shift and Senior Custodians under the direction of the athletic facilities technician. For purposes of this section only, the designation “day” refers to permanent (non-probationary) custodians who are assigned to the daytime shift (not evenings) as of the start of each student school year. The District and the Union will review the list of “day custodians” and agree upon the list. Any questions as to the rotation of overtime for this section shall be first discussed internally between the District and the Union. If sufficient coverage is not available, the opportunity to work stadium and graduation overtime will be offered to all Operations employees as necessary.

- 5.12.2 For purpose of rotation, overtime declined shall count the same as overtime worked, except in the event such overtime is offered with twenty-four (24) hours or less advance notice, in which case the declined overtime will not count at all.

5.13 Night Work Differential

(See Article 11: Wages, 11.4)

5.14 Minimum Call-In Time

Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate of pay under this Agreement.

5.15 Call Back Time

Any employee called back to work after having left the work location upon completion of his/her regular assignment shall be compensated for at least three (3) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

5.16 Transportation

Special rules of bus drivers, driver trainer, and dispatchers which modify and add to this Article and to this Agreement are contained in Article 15. They shall be considered a full and integral part of this Agreement.

ARTICLE 6: TRANSFER PROCEDURES

- 6.1 A transfer refers to any District action, either employee initiated or District initiated, which results in the movement of an employee from the position he/she holds immediately preceding such action to another position within the same or within a related job classification but at a different school or District administrative department.

- 6.2 The personnel director shall determine whether classes are sufficiently related to permit transfer between them. S/he shall consider similarity of duties, minimum qualifications, examination content and occupational group. The provisions of 6.2 may be reviewed and negotiated as part of the next reopener negotiations or upon mutual agreement of the parties.
- 6.3 A transfer shall be made without decrease or increase in salary rate, change in anniversary date, hours worked, accumulated illness leave, and accumulated vacation credit.
- 6.4 **Voluntary Transfer**
- A permanent employee desiring a voluntary transfer shall submit a request according to these procedures:
- 6.4.1 Transfer requests will be kept completely confidential. Such requests will be kept until June 30 of each year. Employees must reapply yearly. There will be no requirement, formally or informally, that supervisors approve transfer requests. Employees may contact the Classified Personnel Office to obtain information concerning current openings.
- 6.4.2 When vacancies occur, all employees who have current "Request for Transfer" forms on file with the Classified Personnel Office will be notified of the vacancy and given the opportunity to interview for the position.
- 6.4.3 The Classified Personnel Office shall notify those individuals interviewed for a specific vacant position of the hiring supervisor's recommendation.
- 6.4.4 When the employee is notified that he or she has received a transfer or a promotion, the previous supervisor cannot retain such an employee for more than ten (10) working days.
- 6.5 **Disciplinary Transfer**
- A disciplinary transfer may be made only for reasonable cause.
- 6.6 No employee shall be transferred arbitrarily or capriciously.
- 6.7 All employees of the unit are considered employees of the District and the District reserves the right to transfer employees to meet the needs of the District.

ARTICLE 7: EVALUATION PROCEDURES

- 7.1 The employee's assigned District manager shall make the evaluation and complete the evaluation form. Employees will be promptly informed as to who their

assigned District manager is. Neither certificated teachers nor Athletic directors shall evaluate employees covered by this agreement. Evaluations shall be based on observable performance and/or data and knowledge of the evaluator. No complaint against an employee or incident of alleged misconduct shall be included in an evaluation of that employee unless the information regarding the complaint or alleged misconduct has been discussed with the employee as soon as reasonably possible. The parties agree that "reasonably possible" in the previous sentence shall at the very least mean "within thirty calendar days" of the District, or its agents, having been made aware of such information.

- 7.1.1 Probationary employees will be evaluated at the end of the third (3rd) and fifth (5th) months of service.
- 7.1.2 All other employees will have a formal evaluation at least every other year, no later than May 15.
- 7.1.3 Probationary or permanent employees may be evaluated more frequently if the District manager or principal feels that an evaluation would benefit the work performance of an employee.
 - 7.1.3.1 Additionally, an evaluation will be performed at an employee's request, but in any event no more often than once per year.
- 7.1.4 Excellent performance shall be commended in writing on all evaluation forms.
- 7.1.5 The assigned District manager shall present the performance evaluation to the employee and shall discuss it with him/her and confer concerning areas of work needing improvement. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy.

The evaluatee's signature indicates that the evaluatee has read the document and has been provided the opportunity of attaching rebuttal comments. Such comments shall be presented for attachment within thirty (30) working days of the date on the copy of the Performance Evaluation Report.
- 7.1.6 The evaluation shall be made in writing on a form to be provided by the Classified Personnel Office. This form shall be designated the "Performance Evaluation Report" form.
- 7.1.7 Any grievance under this Article shall be limited to a claim that the above procedures have been violated.
- 7.1.8 Driving evaluations for bus drivers shall not be placed in the employee's Personnel File.

7.1.9 An employee shall have unrestricted access to all materials in his or her personnel file that may affect his or her employment status, except that such material subject to inspection shall not include confidential ratings, reports, or records which were:

- Obtained prior to the person's employment.
- Prepared by identifiable examination committee members.
- Obtained in connection with a promotional examination.

Documents not in the employee's official District personnel file at the time of proposed discipline shall not be used against an employee in a subsequent discipline or discharge hearing. The parties agree that this does not ban documents at hearings that have as their only purpose proving that oral counseling occurred.

7.2 Non-Employee and/or Guardian Complaints Against Unit Members

7.2.1 If in the opinion of the supervisor a serious complaint is lodged against an employee, the employee shall be notified within a reasonable period of time. Complaints not reported to the employee under this section shall not be utilized in an evaluation or disciplinary action.

7.2.2 If the complainant pursues the matter further, the supervisor will make available to the employee a conference between the person making the complaint, the employee and the supervisor. The purpose of this conference is to resolve the issue.

7.2.3 Complaints that are not resolved as per 7.2.2 above may be directed to the Superintendent.

7.2.4 If after the Superintendent has responded to the complaint, the person making the complaint is still not satisfied, further appeal may be made in writing to the Board of Trustees for its investigation and action if deemed necessary.

ARTICLE 8: SAFETY CONDITIONS

8.1 The District shall provide employees with safe working conditions.

8.2 The District shall comply with the provisions of the California State Occupational Safety and Health Act regulations.

8.3 It shall be the responsibility of employees to report unsafe working conditions to their immediate supervisor.

- 8.4 Clothing or uniforms required by the District will be furnished by the District. When new uniforms are necessary, the uniforms being replaced will be returned to the District. When required, uniforms, including but not limited to the number, kind, item, style, cleaning, and replacement procedure will be as prescribed by District regulations. Employees shall be provided at least the same number, kind, item, style, and cleaning of uniforms as in the past, except that no employee shall be provided with less than five (5) sets of uniforms a year.
- 8.5 No employee shall be required to work under conditions dangerous to the employee's safety.
- 8.6 The District shall provide necessary first aid kits at all work locations. First aid kits shall be checked periodically and replenished when needed. First aid kits shall not be locked and shall be immediately available to employees. Emergency telephone numbers will be posted near all telephones.
- 8.7 The District will provide first aid training and CPR training to at least five (5) employees at each school and at the District Office.
- 8.8 For all employees, there shall be convenient coffee break rooms and restrooms which are totally smoke free. This shall include such rooms for employees who travel from school to school.
- 8.9 In the case of a bomb threat or other immediate threats to the health and safety of employees, employees shall not be asked or ordered to search for the bomb or otherwise perform services for which they are not trained. Whenever feasible, employees shall be informed of these threats.
- 8.10 The District shall provide night custodians who are working alone with a cellular phone or comparable technology to allow him/her to communicate with the District and emergency units.

ARTICLE 9: CONCERTED ACTIVITIES

- 9.1 It is agreed and understood that there will be no strike, work stoppage, or slowdown by the Union during the term of this Agreement nor will there be compliance with the request of other labor organizations to engage in such activity.
- 9.2 To this end, the Union recognizes its duty and obligation to comply with the provisions of this Agreement and to make every effort reasonably within its power ensuring that employees comply. In the event of a strike, work stoppage, or slowdown by employees, the Union agrees in good faith to take all steps necessary, and reasonably within its power, to cause those employees to cease such action.
- 9.3 Employees engaging in unauthorized leave with regard to strike, work stoppage, or slowdown may be subject to discipline up to and including termination

by the District.

- 9.4 In the absence of a strike, work stoppage, or slowdown on the part of the Union, the District will not engage in any lockout of employees during the term of this Agreement.

ARTICLE 10: MANAGEMENT RIGHTS

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 rights to determine its organization; direct the work of its employees; determine the time 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; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action on any matter in the event of an emergency, 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; in addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency; limited however to the actual duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the District.

The above described rights of the District shall be exercised in a fair and reasonable manner and are subject to the restrictions of the entire Agreement.

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District is not subject to the grievance provisions set forth in Article 4 unless the dispute is otherwise grievable under another Article of the Agreement.

ARTICLE 11: WAGES

11.1 Salary

Effective July 1, 2019, the 2019-20 base salary schedule shall be increased by one-half percent (.5%) for fiscal year 2019-20.

In addition to the wage increase referenced above, employees shall receive a one-time, off-schedule payment equal to one-half percent (.5%) of their earned salary as reflected on the 2019-20 salary schedule. This one-time, off-schedule payment shall apply to all unit members employed by the District as of the date of the ratification of the Tentative Agreement.

11.1 Status After Classification Review

When positions have been reallocated to lower classifications, employees in this category will remain on their present salary range and receive all rights, benefits, successive steps, future salary raises, etc., as long as they remain in the classification in which they are presently employed.

11.2 Salary Increase

If any other employee organization receives a salary increase of any type which is a higher increase than the increase contained in this collective bargaining agreement for 2017-2018 school year, then such increase shall immediately be made effective for all employees covered by this Agreement.

It is agreed between the District and the Union that no employee organization received a higher increase than the Union for the 2017-18 school year.

11.3 Night Work Differential

All positions (except for custodians, Section 11.4), the regularly assigned time of which requires the employee to work one-half (1/2) time or more between the hours of 5:00 p.m. and 7:00 a.m., shall be paid \$135 per month higher than the range for daytime employees.

11.4 Custodial Shift Differential

In 1999, all night and day differential amounts were agreed to be added to the base salary for custodians. Nevertheless, effective December 1, 2020, a \$50 per month evening differential shall be paid custodians whose eight (8) hour shift begins at or after 2:00 p.m. for the period of time which exceeds five (5) working days within a pay period. This evening differential will not continue when these custodians work the day shift.

11.5 Refrigerated Area Differential

The three percent (3%) differential for Food Service Assistant I's working in the refrigerated area of the Central Kitchen shall continue as in the past. This shall include customary six (6) month rotation into the refrigerated area, by seniority. Substitutes shall receive the 3% differential for each day in the refrigerated area. For employees working in refrigerators, the District will provide, without charge, insulated coats and appropriate gloves. For purposes of this section, "substitutes" shall mean regular employees temporarily assigned to the refrigerated area in order to fill in for a regular employee. In addition, employees working in the classification of Food Service Assistant II, Food Service III, or Custodian shall receive a 3% differential, if in any pay period they are assigned to

work in the refrigerated area of the Central Kitchen for more than 30% of their work time.

11.6 Pay Increases After Promotion

An employee who receives a promotion to a class* allocated to a higher salary range shall be placed on the first (1st) step of the salary range that reflects at least a four percent (4%) increase, provided the new classification salary range permits this increase. Additional advancement will occur on the first (1st) of the month, following completion of six (6) months of service, regardless of step placement, and at one (1) year intervals thereafter until the maximum is achieved.

*Class: A group of positions sufficiently similar in duties and responsibilities that the same descriptive title may be used to designate each position allocated to the class; substantially the same requirement of education, experience, knowledge, and ability are demanded of incumbents; substantially the same tests of fitness may be used in choosing qualified appointees; and the same salary range may be applied with equity.

11.7 Longevity

Employees will be eligible for long service recognition (longevity) in the Anaheim Union High School District under the following plan:

2% plus \$519 after ten (10) years of service with Anaheim Union High School District

4% plus \$1,543 after fifteen (15) years of service with Anaheim Union High School District

7% plus \$2,840 after twenty years (20) of service with Anaheim Union High School District

10% plus \$3,705 after twenty-five (25) years of service with Anaheim Union High School District

12% plus \$3,705 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.

11.8 Working Out of Classification

Employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Section 45109, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a pay period, (or four [4] working days within a week which also includes a holiday) except as authorized herein. An employee may be required to perform duties

inconsistent with those assigned to the position by the governing board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period s/he is required to work out of classification. Such adjustments upward shall be consistent with the salary placement given a unit member who receives a promotion as indicated in Article 11.6.

11.9 Mileage

Any employee who uses a private vehicle for school district business shall be reimbursed for mileage at the standard IRS business mileage rate.

In addition to mileage, the employee will stay on the clock during authorized travel time. Travel time will be part of overall blue sheet time. The use of private vehicles for school district business is subject to the approval of the immediate supervisor.

When an employee uses a private vehicle for school district business, the school district may not require the employee to carry more auto liability insurance than the minimum required by the State of California for an individual to carry on her or his own personal vehicle, unless such additional auto liability insurance is successfully negotiated with the Union.

11.10 Replacement of Personal Property

The District shall pay the cost of replacing or repairing certain property of an employee when such items are damaged or stolen in the line of duty as a result of malicious acts and without fault of the employee.

Covered items are:

11.10.1 prescription eye glasses, hearing aides, watches, articles of clothing, or other items necessarily worn or carried by the employee.

11.10.2 vehicles

11.10.3 other personal property of the employee, when approval for the use of the personal property in the line of duty was given in writing by the site administrator or designee before the property was brought to the work site, and when the value of the property was agreed upon in writing by the person or persons bringing the property and the site administrator, or designee, at the time the approval for its use was given.

The following items are excluded from coverage under this article:

11.10.4 Vehicle collision (including hit and run incidents.)

11.10.5 Such personal items as tape recorders, radios, telephones, pagers, or compact disc players belonging to the employee, unless approved by

the District in item 11.11.3 above. This includes items in a vehicle, regardless of whether the item is fixed or removable from the vehicle.

11.10.6 Purses or wallets, or the contents thereof (credit cards, cash, etc.).

11.10.7 Cash, credit cards, or other cash equivalent items. The maximum payment of any one claim is \$1,500 or actual cost whichever is less in the case of vehicles and \$1,000 or actual cost whichever is less for other property. Loss or damage shall be reported to the principal or supervisor, and, if appropriate, to the police as soon as the employee becomes aware of such loss or damage. Claim forms are available in the Business Division and should be forwarded through the principal or supervisor to the Business Division when completed.

Any losses, or damages, which are compensable wholly or partially, under the employee's private insurance policy, or policies, shall to such extent not be compensable under the terms of this policy.

11.11 **Bilingual Pay**

Employees who wish to be considered for bilingual pay shall pass a competency test in a language other than English required by the assignment.

Principals and District department heads (Directors) shall be aware of employees who have voluntarily tested for and passed competency requirements in any language other than English. If an employee is selected for a bilingual assignment, the employee shall be compensated an additional \$131 per month for conversing, reading, and/or writing in a language other than English.

No employee assigned bilingual duties under the above provision shall have their performance evaluation lowered or be reprimanded if they are unable to complete their regular work assignments as a result of being assigned the above referenced bilingual duties. No employee will be assigned the duties of another employee because that employee has been assigned bilingual duties.

No employee shall lose their bilingual pay – whether based on stipend or job title – because the school where they are assigned goes through a demographic change which results in fewer students needing translation.

11.12 **Professional Growth Program**

11.12.1 The purpose of the Professional Growth Program is to provide educational and training opportunities for unit members to acquire and refine job related skills and abilities that will result in employee providing the highest quality service to the District within their current job classification and to enhance career opportunities within the District. The program will compensate unit members with education incentives for continued growth and development.

The Professional Growth Program is an educational incentive program opportunity for the classified employee that (1) enhances the employee's perspective of the functions of the Anaheim Union High School District, (2) fosters growth in the employee's occupational field, and (3) encourages achievement of educational degree goals.

Employees who enroll in the Professional Growth Program will receive education incentives for completion of the District Orientation and Health & Safety programs, a First Aid and Adult CPR Program, plus additional education units in increments that total 15 units. Such incentives are effective twice each year following verification of satisfactory completion of the requirements that are submitted not later than January 31 and/or June 30 of that year.

11.12.2 Eligibility

All permanent unit members shall be eligible to participate in the Program; however, an education incentive will not be awarded until the unit member has completed one (1) continuous year of service as a regular employee. This program excludes employees participating in other District initiated or affiliated grant educational programs.

Professional Growth Program approval forms are obtained and returned to the Human Resources Office—Classified. Unit members shall complete and submit their approval forms prior to beginning their course of study.

11.12.3 Mentor Program

Mentors are an integral component of professional development. It is recommended that participants in the Professional Growth Program select a mentor early in their studies.

General Guidelines: Prospective mentors may submit their name and/or resume to the Professional Growth Committee for referral to participants requesting assistance in selecting a mentor.

Mentors are volunteers who may provide support, encouragement, guidance, and educational/technical assistance in their areas of expertise.

11.12.4 Education Incentive Maximums and Additional Increments

This program consists of a maximum of six (6) steps. The steps must meet the following criteria:

Step 1: Must be a total of 15 units Required Course Work as described in 11.12.6, including the 9.0 total units from the District New Employee Orientation, the District Health & Safety course, and First Aid/Adult CPR course.

Steps 2,3, & 4: Must be additional blocks of 15 units of undergraduate, graduate, or postgraduate coursework applicable towards one or more of the following:

1. Associate of Arts (AA) Degree in a declared major/field of study;
2. Bachelor's Degree in a declared major/field of study;
3. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Official college transcripts are required for proof of completion of each of these stages.

Step 5: Must be completion of 15 units beyond an Associate of Arts (AA) Degree, providing the employee has declared a major and the courses of study applicable towards one or more of the following:

1. Bachelor's Degree in a declared major/field of study;
2. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Associate degree substitutions = 60 units with an additional 15 units of upper division coursework at a four-year institution. Official college transcripts are required for proof of completion of this stage.

Step 6: Must be achievement of a Bachelor's Degree in a declared major/field of study or completion of a Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

Upon completion of Step 6, applicants for credentialed position shall be assured of a job interview.

11.12.5 Required Course Work

The following coursework is required for the first education incentive and before further education incentives can be earned:

11.12.5.1 District New Employee Orientation 3.0 units

11.12.5.2 District provided Health & Safety Training 3.0 units

11.12.5.3 First Aid/Adult CPR 3.0 units

11.12.5.4 Two Courses from one or both of the following groups: 6.0 units

1. College/university coursework in General Education or applicable to an Associate of Arts (AA) Degree/Bachelor's Degree in a declared major/field of study;
2. Adult education and/or college/university coursework relating to an employee's occupational field or relating to the completion of a Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

TOTAL 15.0 units

11.12.6 Coursework Approval

To ensure that coursework will be accepted for credit for education incentive increments, the employee must submit the form "Application for Approval Coursework – Professional Growth" (available in Classified Human Resources) and receive approval prior to beginning the course.

Credit is not allowed for any courses or workshops taken during the regular working hours for steps 2 through 6.

It is the responsibility of unit members to request and file approval forms for Professional Growth credit and submit all documents required for course credit.

11.12.7 Additional Education Incentive Increments

After the Required Course Work described in 11.12.6 has been satisfactorily completed, additional steps of 15 units each shall serve to improve an employee's present skills in their present job; and/or (2) allow the employee to acquire new skills in a new job in the District to which the employee may wish to advance, or for which the employee may be

training; and/or (3) be applicable to the requirements of one or more of the following:

1. Associate of Arts (AA) Degree in a declared major/field of study;
2. Bachelor's Degree in a declared major/field of study;
3. A Credential or Certificate program applicable to the educational requirements expressed in any job description maintained by the District.

In all cases, coursework must be taken at an accredited or recognized institution.

11.12.8 Submission of Proof of Course Completion

Verification of appropriate completed coursework must be submitted for approval not later than January 31 or June 30 of the calendar year for education incentives. Verification of appropriate completed coursework submitted after those dates will not be considered for an education incentive until the next available deadline.

Acceptable verification includes:

Official college transcripts or signed reports of grades from the instructor (with grades of "C" or better) to be submitted to Anaheim Union High School District, Human Resources Office.

11.12.9 Retroactivity

Units earned prior to approval of the professional growth program are not applicable.

The responsibility of training experience and required documents shall lie with the unit member. Any error in the calculation of eligible educational incentives under this program, which is due to action or inaction on the part of the unit member, shall be corrected as soon as the error is verified; but salary adjustments shall be retroactive during the current year only.

11.12.10 Criteria for Evaluation

The Division of Human Resources shall review all proposed coursework submitted and make a determination as to whether that coursework meets the following criteria:

Is taken at an accredited or recognized institution, and whether the general education coursework is within the employee's occupational field and/or will assist the employee in meeting degree requirements.

The intent of this provision is to allow coursework, which will be of direct benefit to the District and is either specifically related to opportunities within the District.

11.12.11 Credit Calculation

11.12.11.1 All professional growth credit shall be computed in semester hours. College credit in terms of quarter hours will be translated into semester hours by using the following formula: double quarter credit; divide by three (3).

11.12.11.2 Credit of .5 (half a unit) units for each one-day, approximately eight (8) hour (maximum 6 hours) workshop, with one (1) maximum of said units to be allowed within each fifteen (15) unit increment.

11.12.11.3 All college credits or degree shall be earned at an institution that is accredited by one of the following six regional accreditors of higher education in the United States, or regional affiliates thereof:

1. Middle State Association of Colleges and Schools (MSA)
2. New England Association of Schools and Colleges (NEASC)
3. Higher Learning Commission (HLC) (formerly North Central Association of Colleges and Schools (NCA))
4. Northwest Association of Colleges and Schools (NAC)
5. Southern Association of Colleges and Schools (SaCS)
6. Western Association of Schools and Colleges (WASC) inclusive of the following:
 Accrediting Commission for Community and Junior Colleges (WASC-ACCJC)
 Accrediting Commission for Senior Colleges and Universities (WASC-ACSCU)

Official college transcript with a "C" or better submitted to the Human Resources Office. If letter grades are not given for a course, a sealed letter of satisfactory completion signed by the instructor is required.

11.12.12 The Professional Growth Committee

11.12.12.1 A Professional Growth Committee shall be established, composed of two (2) classified employee members, two

(2) unit members, one (1) certificated member, and the Human Resource Classified Director, or designee. AFSCME Local 3112 shall appoint the unit members of the committee.

11.12.12.2 Duties of the Committee

- a. Establish and maintain a list of prospective volunteer mentors (see 11.12.3).
- b. Recommend additional or revised policy as necessary to the Superintendent and AFSCME Local 3112.
- c. Schedule meetings as needed but annually during the month of May to review the program effectiveness and make recommendations.
- d. Suggest topics of interest for District-wide in-service for unit members.

11.12.12.3 The District shall grant the committee members necessary release time from their regularly scheduled work-days to participate in committee activities.

11.12.12.4 The Professional Growth Review Committee shall advise the Director, Business Services, or the estimated number of employees achieving the award each year so that the appropriate amount can be budgeted.

11.13 On Call Rotation, Transportation Department

After hours transportation dispatching will be rotated evenly among the employees holding the positions of Transportation Dispatcher, and Driver Trainer. The rotation shall be on a weekly basis from Monday 5:31 am through Monday 5:30 am. These employees will be "on call" during the after-hours period. Employees eligible for overtime will be compensated at time and a half their hourly wage for time worked which will be verified by District cell phone records and dispatcher/driver log. A minimum of 15 minutes will be paid for each incident. The dispatcher will not normally be required to be physically present at the Transportation Office but must be available via cell phone. Effective August 1, 2017, for the months of August through May, these employees when on call, will be paid a monthly stipend of \$275 for Saturday and Sunday for on call in lieu of the overtime payment of the minimum of 15 minutes for each incident.

ARTICLE 12: VACATIONS

12.1 Earned vacation shall not be utilized until completion of the initial six (6) months of employment of the unit member unless permission is given by the District. Members of the bargaining unit who have completed six (6) months of paid ser-

vice as a regular probationary employee or a restricted employee, shall accumulate vacation from their date of hire at the regular rate of pay earned at the time the vacation is commenced.

12.1.1 Every employee shall earn vacation at the prescribed rate. Employees who are on leave to serve in a limited-term assignment, or who serve in a limited-term assignments during periods when they are not regularly assigned, shall earn vacation during such limited-term assignments. Vacation shall also be earned during any paid leave of absence.

12.1.2 Employees shall be entitled to vacation with pay earned at the rate of one (1) day for each month in a paid status, not to exceed twelve (12) working days of vacation in each fiscal year, computed as follows:

One (1) year or less in a paid status:

12 month unit members	12 days
11 month unit members	11 days
10 month unit members	10 days
9 month unit members	9 days

Employees in a paid status who work less than the normal eight (8) hour day shall be eligible for vacation benefits on a prorated basis using the ratio of actual time worked to eight (8) hours; i.e., a six (6) hour employee would receive 6/8th of a day per month.

12.1.3 Employees with more than one (1) year of service in a paid status are entitled to additional working days of vacation with pay in each fiscal year, in addition to those set forth in 12.1.2, computed as follows:

- 1 additional day at the start of the 2nd year
- 2 additional days at the start of the 4th year
- 3 additional days at the start of the 5th year
- 4 additional days at the start of the 6th year
- 4 additional days at the start of the 7th year
- 5 additional days at the start of the 8th year
- 6 additional days at the start of the 9th year
- 6 additional days at the start of the 10th year
- 7 additional days at the start of the 11th year
- 7 additional days at the start of the 12th year
- 8 additional days at the start of the 13th year
- 8 additional days at the start of the 14th year
- 9 additional days at the start of the 15th year
- 10 additional days at the start of the 16th year

11 additional days at the start of the 17th year

- 12.1.4 Earned vacation shall be taken at times requested by employees and approved by the immediate supervisor. Reasonable vacation requests shall not be denied. 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 throughout the year utilizing the same approval process. All vacation requests shall be given a response by the requesting employee's supervisor within five working days. Employees are encouraged to schedule vacations during periods when students are not in session. Should two (2) or more employees in the same classification request similar vacation times and the District can afford to release only one, the employee with the greater classification seniority will be given preference. Vacation days can be used for family leave or personal emergencies when sick leave has expired.

The District Office and schools will normally be closed to the public during winter recess. No employee will be unduly encouraged to take vacation during winter recess.

- 12.1.5 All vacation days earned by twelve (12) month regular full time employees with less than five (5) years of service must be taken within twelve (12) months following the period in which earned and may not be accumulated beyond this period. Twelve (12) month regular fulltime employees, after five (5) years of service may "save" up to six (6) days of vacation earned during the preceding year to be used within the following year for an extended vacation, not to exceed twenty-eight (28) working days under adopted regulations regarding vacations.

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.

12.1.6 Summer Time Assignments

All employees represented by AFSCME who work a nine (9), ten (10) or eleven (11) month schedule (or any schedule less than a full year) shall receive for the summer assignment, compensation and benefits that are applicable to the assignment for the full twelve month year. The parties agree that, if the daily hours of assignment differ from the

regular hours during the year, then such compensation and benefits shall prorate accordingly. In administering this section, the District shall ensure that:

1. Vacation shall be accumulated in hourly units.
2. Sick leave shall be accumulated in hourly units.
3. The total amount of vacation and sick leave which the employee is expected to accumulate during the summer assignment will be made available to the employee for use by the employee from the beginning of his/her period of summer employment, provided:
 - a. Any request to take vacation during the summer should be subject to supervisory approval, which said approval will not be unreasonably withheld.
 - b. Any additional vacation or sick leave accumulated by virtue of a summer assignment may subsequently be withdrawn from the employee if the employee is not in paid status for three quarters of the work days which occur during the time required to carry out the summer assignment.
4. An employee under this section who is in paid status for the entire summer (defined as the period from the beginning of summer break until the day before school begins in the fall), shall be entitled to earn as much in total vacation and sick leave as a twelve month employee.

When an employee is in paid status for a portion or all of the summer additional vacation and sick leave shall be calculated in the following manner:

The total available work days in the entire summer excluding holidays will be calculated. An employee will earn one third of the total entitlement possible by working or being in paid status for one third of those available work days, and two thirds for working or being in paid status for two thirds of those available work days. "Days in paid status" excludes holidays. (Example: 54 days are available in summer = three additional days sick leave and vacation. Each 18 days in paid status for a scheduled work day (1/3 of 54 days) = 1 day additional vacation and sick leave, 36 average days = 2 days, 54 work days = 3 days.) Hours paid for vacation will be the hours worked in the summer assignment.

- 12.1.7 In case of termination, vacation time owed the District shall be deducted from the final paycheck.

- 12.1.8 A vacation once having commenced shall be terminated only by the employee becoming ill, returning to work, being laid off, being terminated from employment, or death of a member of the immediate family. Members of the immediate family, as used in this section, means the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee or any relative living in the immediate household of the employee.
- 12.1.9 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 six (6) months employment in regular or restricted status shall not be entitled to such compensation.

ARTICLE 13: LEAVES

13.1 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.

13.2 Jury Leave

The District agrees to grant to employees regularly called for jury duty in the manner provided by law, a leave of absence without loss of pay for time the employee is required to perform jury duty during the employee's regularly as-

signed working hours. Employees, so called for jury duty, must notify the District of service date(s) upon receiving said notice from officers of the court. The District shall pay the employee the difference, if any, between the employee's regular rate of pay and the amount received for jury duty. Employees who elect to contribute their fees to the County in which serving jury duty, must submit a copy of the receipt to payroll indicating that they donated their fee to the County. Monies granted by the court for meals, travel and parking will not be considered in computing the difference. Employees are required to return to work during any day or portion thereof in which jury duty services are not required; however, an employee excused from jury duty with less than two and one-half (2 1/2) hours left on his/her shift shall not be required to return to work.

Evening or night shift employees shall receive leave without loss of pay equal to the number of hours each day which they spend on jury duty, including travel time. Such employees may take such leave the evening or night of the jury duty.

The District may require verification of jury duty days prior to or subsequent to providing jury duty compensation on a form provided by the District or the court.

13.3 **Military Leave**

Employees shall be required to request military leaves in writing and, upon request, shall provide the District with a copy of orders and status reports.

13.4 **Tragedy Personal Necessity Leave**

A long term ninety (90) day personal necessity leave of absence may be provided to an employee who experiences a serious tragedy within his/her immediate family. For purposes of this section, "immediate family" shall be defined to include parent, sibling, spouse, dependent child, or any relative living in the immediate household of the employee. An employee's compensation during such leave shall be equivalent to the employee's regular salary and fringe benefits minus the amount necessary to pay a substitute whether or not a substitute is employed to replace the employee while on leave.

13.5 **Paid Sick Leave**

13.5.1 Sick leave is the authorized absence of an employee because of illness or off the job injury or exposure to a contagious disease.

13.5.2 Employees employed by the District five (5) days per week, eight (8) hours per day, with full pay for a fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this Article, means the employee's regularly assigned workday, exclusive of overtime.

- 13.5.3 Employees employed less than five (5) days per week and/or less than a full fiscal year are entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months and/or number of days a week they are employed bears to twelve (12) months.
- 13.5.4 Pay for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the employee's assigned work year. Probationary employees of the District shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be eligible under sections 13.5.2 and 13.5.3, whichever is the lesser, until the first day of the calendar month after completion of six (6) months of active service with the District.
- 13.5.5 Pay for any day of sick leave shall be the same daily rate the employee would have received if s/he had worked that day.
- 13.5.6 An employee returning from absence must contact the school or site two (2) hours prior to the close of the preceding workday of his/her intent to return. In the event that the District has not been notified of the employee's intention to return, and accordingly has employed a substitute for the day, the District may require the returning employee to be charged with one (1) day of absence without pay.
- 13.5.7 An employee who is absent due to personal illness and/or injury, including a disability caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, shall be allowed full pay for the number of days absent provided that the number of days absent does not exceed the employee's total accumulated days of sick leave.
- 13.5.8 Verification of Absence

The Board may require satisfactory proof of the existence and duration of the illness if it has reasonable cause to believe an employee to be abusing the use of sick leave. In the event that an investigation results in proof that abuse has taken place, the employee may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

For absences of more than five (5) days, when there is a question as to the existence and duration of the disability, or the employee's ability to return to work, the Board may require the employee to submit to an examination by a physician selected and paid by the employee and the District. The selection must take place within forty-eight (48) hours after the District's request. In the event the time limit is not met, 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, Human Resources, who shall maintain the confidentiality of such reports.

Absence for sick leave shall not be for the purpose of withholding services of assigned responsibilities.

- 13.5.9 An employee, while on unpaid leave of absence granted by the District, shall maintain any sick leave credits which were accumulated prior to such leave but shall not accumulate any additional sick leave credit during the period of such leave.
- 13.5.10 An employee who is absent from duty because of illness or accident beyond his/her accumulated sick leave shall be paid at the rate of 50% of his/her daily rate of pay for those days beyond his/her accumulated sick leave. This additional paid sick leave shall not exceed 100 working days in any one (1) fiscal year. It shall not be accumulated and shall be exclusive of any other paid leave, holidays, vacation, or authorized compensatory time to which the employee may be entitled. If the absence is due to non-industrial accident or illness, the leave shall run concurrent with sick leave. The extended sick leave described above shall be granted to all employees on July 1 of each year.

13.6 Industrial Accident and Industrial Illness Leave

- 13.6.1 Leave resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of Education Code Sections 44043 and 45192 and this Article.
- 13.6.2 An employee who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness, under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that s/he has probationary or permanent status.
- 13.6.3 An employee absent from duty because of illness of injury resulting from an accident or condition incurred on duty, which qualified under Workers' Compensation Insurance, shall be granted an occupational leave for each such accident provided that neither the number of days for one (1) leave nor the total number of days allowed in one (1) school year for more than one (1) such leave does not exceed a total of sixty (60) consecutive working days.
- 13.6.4 Occupational leave shall be granted from the first (1st) day of disability but shall not extend beyond the last day for which temporary disability

indemnity is received. Only absences which are supported by a physician's certificate and have been verified to be the result of a duty connected illness or injury can be paid under the occupational leave policy. Any absence that cannot be so verified shall be charged against the employee's leave.

- 13.6.5 Should the employee's absence, due to an occupational injury or illness, extend beyond sixty (60) consecutive working days, the employee shall be permitted to use accumulated sick leave until temporary disability payment ceases, until s/he returns to duty, or until illness credits have been used up, whichever is sooner.
- 13.6.6 During any period an employee is receiving his/her regular salary from the District, s/he is required to endorse over to the District all temporary disability payments received in accordance with Section 44983 of the Education Code. Charges to the employee's leave balances shall be as follows:
 - 13.6.6.1 Occupational leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid.
 - 13.6.6.2 Sick leave and/or vacation leave shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. Any employee who is absent because of a work connected illness or accident shall not be entitled to receive wages or salary from the District, which, when added to temporary disability benefits, will exceed his/her full salary during the period of his/her absence. (See Section 44043 of Education Code.)
- 13.6.7 During any period of absence because of an industrial accident or illness, the District will make a reasonable effort to return the employee to light duty work where it reasonably can be made available. The District shall first attempt to place the employee in his/her classification. If that is not feasible, then the District shall attempt to place the employee in the same department. If that is not feasible, the District shall attempt to place the employee in this bargaining unit. If the accident or illness causes the employee to be partially incapacitated on a permanent basis, the District will make every reasonable effort to rehabilitate the employee for another job within the District if it is feasible and of benefit to the employee.
- 13.6.8 While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under State Workers' Compensation Insurance Laws, exceed the employee's regular salary.

Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this rule.

13.7 **Court Appearance**

An employee shall be granted not to exceed three (3) days of absence with full pay because of necessary appearance in court or in response to a subpoena duly served provided such subpoena is filed with the Board of Trustees or its delegated authority within a reasonable period of time. This section shall not be applicable to employees who are litigants.

13.8 **Personal Necessity Leave of Absence**

Unit members may use up to 10 days of personal necessity (PN) leave per fiscal year. The first two (2) days shall not be deducted from the accumulated sick leave. A maximum of an additional eight (8) PN days may be used which will be deducted from accumulated sick leave, as long as the PN days do not exceed the number of days of unused sick leave.

Permissible Personal Necessity Use:

- 13.8.1 Personal necessity may be used without prior approval for the reasons listed below. However, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and s/he shall notify the immediate supervisor prior to the absence.
 - 13.8.1.1 Accident or serious illness involving his/her personal property or property of his/her immediate family.
 - 13.8.1.2 Court appearance as a litigant or as a witness under order.
 - 13.8.1.3 Religious observance.
 - 13.8.1.4 Wedding and graduations for immediate family members. Immediate family for this section shall mean parent, sibling, spouse, or child.
 - 13.8.1.5 Personal necessity may be used for circumstances that meet all of the following criteria: Are of 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.
- 13.8.2 Such leave shall not be used for seeking or engaging in other employment, for vacation, or other recreational activities or for other activities which do not fit the criteria listed above.

- 13.8.3 Personal necessity leave shall not be used in whole, or in part, for any strike, work stoppage, or work slowdown or concerted activity of any kind.

Verification of Personal Necessity Leave

The District may require satisfactory proof of the nature, extent, and duration of the personal necessity leave if it has reasonable cause to believe a unit member is abusing the use of personal necessity leave. In the event that an investigation results in proof that abuse has taken place, the unit member may be subject to loss of pay for the day(s) of the proven abuse and/or other appropriate action.

When an employee works more hours than they are assigned, utilizes illness or personal necessity leave, such employee shall be paid based on the average number of hours the employee worked in the pay period prior to the leave commencing.

This option shall be recalculated for each pay period based on actual hours worked. The averaged hours shall not exceed eight (8) hours per day.

13.9 Leaves of Absence Without Pay

The Board shall grant an employee a leave of absence without pay for reasonable cause.

- 13.9.1 Reasonable cause in this section means a leave which, in past practice, was the type of leave approved by the Board and which does not cause a significant hardship to the District. Requests for leaves of absence without pay shall be made on forms provided by the Director of Human Resources, Classified and shall state specifically the reasons for the request, the date desired to begin the leave, and the probable date of return.

13.9.2 Reinstatement From Leave

Upon the expiration of a leave of absence, an employee shall be reinstated in his/her former classification if such classification still exists.

13.9.3 District Notification

The Classified Personnel Office will notify any employee who is on leave of absence, twenty-five (25) days before the expiration of such leave, that his/her position is being held pending notification of the employee's intent to return. Such notification shall be sent by U.S. mail to the employee's last known mailing address. In the event the employee fails to respond to the District notification within fifteen (15) days before the expiration of the leave indicating the employee's intention to return

from leave, it is understood that the District may proceed to fill the employee's position. If a leave is granted for fewer than twenty-five (25) days or in the event of emergency conditions, the above procedures may be waived by the Director of Human Resources, Classified.

13.9.4 Failure to Return From Leave

Failure to report for duty after a leave of absence has expired or has been revoked or canceled shall constitute dismissal from District service, unless the employee so dismissed shall satisfactorily show that such failure was excusable as determined by the Superintendent, in which case the employee shall be reinstated.

13.9.5 Benefits While on Leave

Time elapsed while on leave of absence without pay shall not be counted toward compensation, sick leave or vacation privileges, except an employee absent on Peace Corps service shall include such time toward qualifying for advancement to the next higher step in the salary range, and an employee absent on military leave shall be accorded all the rights and privileges granted by the Education Code and the Military and Veterans' Code.

13.9.6 Employment While on Leave

An employee, on leave of absence, may not accept other gainful employment with another employer, except ordered military or Peace Corps service, without express prior approval of the Board of Trustees.

13.9.7 Such leave of absence without pay may be granted for any of the following reasons:

13.9.7.1 Health

A regular classified employee shall be granted a leave of absence without pay for legitimate health purposes for specified periods of time, but usually not less than three (3) months, or more than twelve (12) months. Upon recommendation of the Superintendent, the leave may be extended at the sole discretion of the Board.

13.9.7.2 Short Term Personal Leave Without Pay

An unexcused absence without pay for an employee may be approved for one (1) day by the principal or classified supervisor. Upon the recommendation of the principal or classified supervisor, the Director, Human Resources, Classified, may authorize an excused absence without pay for employees from two (2) to five (5) days.

13.9.7.3 Pregnancy Leaves of Absences

Pregnant employees shall be granted pregnancy leave with or without pay, such leave to commence on a date to be determined by the employee and her physician. Sick leave and vacation benefits may be used by employees on pregnancy leave.

13.9.7.4 Peace Corps

A regular classified employee who has completed three (3) full years of service in the District may be granted a leave of absence for Peace Corps service. The leave will be granted for one (1) full school year with the provision that it will be extended for a second (2nd) year if the employee continues in Peace Corps service. When such a leave is granted, the employee will be transferred to an unassigned status wherever possible, and upon return will be entitled to a position in the classification he/she held upon leaving, but not necessarily the same position. Year-for-year salary credit will be granted.

13.9.7.5 Educational Improvement

A leave without pay may be granted, at the discretion of the Board, to a permanent classified employee for a period not to exceed twelve (12) months in duration, to participate in education or specialized course of study if such participation is determined by the personnel director and the Superintendent to be in the best interests of the school district. Such leave shall require official documentation regarding the nature and scope of the proposed education and/or training project; and based upon these facts, a determination shall be made that the granting of the leave will increase the efficiency and usefulness of the knowledge, skills, and abilities of the employee upon his/her return to the service of the District.

A regular employee granted a leave under this rule must sign an agreement on forms available in the office of the Director of Human Resources, Classified, stating particularly that the Board will be given written notice no less than thirty (30) days before the expiration of the date of the leave, of his/her intention to return to District service. Failure to file such notice will be considered as notice that the employee will not return and that his/her position is vacant.

13.9.7.6 Serious Illness Within the Immediate Family

A leave without pay may be granted, to a permanent employee for a period not to exceed twelve (12) weeks in any one year for a serious illness in his/her immediate family. "Member of the immediate family" as used in this section means the spouse, father, mother, child, or like relative of spouse, or any relative living in the immediate household of

the employee. A letter from a medical doctor substantiating the cause for leave shall accompany the request for leave.

13.9.8 Health/Welfare Benefits While on Leave

An employee on Board approved leave of absence, without pay, may participate in the District's health and dental and life insurance benefit program at the employee's own expense.

Prior to the effective date of the Board approved leave of absence, the employee shall submit a written request to the Business Office to continue or discontinue the health and dental and life insurance program. A decision to discontinue the program is irrevocable during the period of the leave.

The employee who elects to maintain the health and dental and life insurance program shall submit a check or money order to the Business Office for the exact amount of premium on or before the twenty-fifth (25th) day of each preceding month. Failure to comply with this payment provision will result in loss of insurance benefits during the entire period of the leave of absence.

13.10 Drug or Alcohol Rehabilitation Leave

District shall accommodate an employee with a drug or alcohol problem, provided the employee takes the initiative to acknowledge his/her problem and to request a leave, by granting a leave of up to sixty (60) working days, as long as such accommodation does not cause an undue hardship to the District. This shall be on a one-time basis only. The employee need not indicate the specific type of drug or alcohol drink abused in order to receive this leave. The District shall treat such leaves with strict confidentiality. The employee shall have the option of using all or part of sick or vacation leave and may supplement same with the necessary unpaid leave, or the employee may take the entire leave as unpaid leave.

13.11 Scheduled Paid Holidays

Independence Day
 Labor Day
 Veteran's Day
 Thanksgiving Day
 Day After Thanksgiving
 Day Before Christmas
 Christmas Day
 Day Before New Year's Day (in lieu of Admission Day)
 New Year's Day
 Martin Luther King, Jr. Day
 Lincoln's Birthday
 Washington's Birthday

Spring Friday
Memorial Day

13.12 Family Medical Leave Act

District shall grant unpaid leave as specified by the Family Medical Leave Act.

ARTICLE 14: UNION RIGHTS

- 14.1 The District will provide all new hires with a copy of the AFSCME contract and AFSCME provided literature and will make available AFSCME membership application forms.
- 14.2 Upon twenty-four (24) hours prior notice to the District, and authorization by the President of the Union, the Union shall be provided a maximum of thirty-five (35) days each fiscal year of released time with pay for the purpose of conducting Union business. Thirty-five (35) days may be taken in minimum increments of one-half (1/2) days. Where the Union needs three (3) or more consecutive days of released time, the Union will give the District at least one (1) week prior notice.
- 14.3 The Union shall have the right to post notices of matters of Union concern on designated bulletin boards in each school building and District building in areas frequented by employees.
- 14.4 The Union shall have the right to use the District mail service and individual employee mail boxes so far as such use complies with the law. The Union will deliver a copy of all materials to be mailed to the Assistant Superintendent, Human Resources, no later than the time of the mailing. AFSCME will be charged \$1.00 for each District mailout, up to a maximum of \$25.00 per year.
- 14.5 During each fiscal year when negotiations are in progress, and following prior notice and schedule coordination with the immediate supervisor, AFSCME authorized representatives shall be granted a total of forty-five (45) full days of released time with pay for the purpose of negotiations.
- 14.6 Reasonable access to school and District sites will be provided to AFSCME representatives and officers. The Union will not interfere with the work of the employees.
- 14.7 AFSCME stewards and officers shall be allowed a reasonable amount of release time with pay following prior notice and schedule coordination with the immediate supervisor to resolve alleged employee/supervisor differences. Prior notice may vary due to the circumstances of the situation but will be done so at the earliest possible time. The District and Union will meet to mutually address any issues of release time that affect the employee's job duties and the negative impact to the other employees at the site or department.

- 14.8 The parties agree that no reprisals shall be taken by or against any participant in the grievance procedure, or the Union-management informal problem solving process.
- 14.9 Whenever the District proposes to terminate an employee or to suspend an employee for three (3) or more days, the District will promptly notify the AFSCME president and the AFSCME business representative. Such notification will be verbal and written. The District may, at its option, refrain from informing the Union of the reasons for the proposed suspension or termination. The Union holds the District harmless in all matters of employee confidentiality.
- 14.10 Prior to September 15 of each year, the District shall provide AFSCME with a list of the names and school site location of all bargaining unit members. Prior to October 15 of each school year, the District shall provide AFSCME with a list of names, addresses, and telephone numbers of all bargaining unit members.
- 14.11 The District will make available to AFSCME two (2) school board packets at least forty-eight (48) hours in advance of a regularly scheduled or specially scheduled Board meeting.
- 14.12 Steward training may be conducted by AFSCME up to four (4) times per year on District property during regular work hours. The combined total hours for all those sessions shall not exceed eight (8) hours per year. Each session shall start either at the beginning or the end of the workday. Employees will be identified by the Union and a list submitted to the District at least two weeks prior to each training session. No more than one (1) employee per school site and no more than fifteen (15) total employees shall participate in any one training session, unless mutually agreed upon by the District and the Union. Training may also be conducted jointly by AFSCME and the District for the purpose of educating stewards and supervisors on the MOU, the Ed-Code, and other pertinent regulations to ensure cooperative labor relations. These training sessions shall be conducted in addition to the Union days off mentioned in Article 14.2 and without loss of pay for the AFSCME members attending the training.
- 14.13 AFSCME shall notify Human Resources, in writing, the names of its officers and job stewards on September 1 of each year. If a change is made in officers and job stewards, which occur during the course of the year, the Union shall inform Human resources within five (5) working days.

The parties agree that an officer or job steward appointed by AFSCME will not be denied the right to represent an employee if his or her name was inadvertently left off the list provided to Human Resources or not provided within the five (5) work days.

ARTICLE 15: TRANSPORTATION

- 15.1 All regular bus drivers of the District shall be classified as ten point one (10.1) month employees. Annually, at the beginning of each school year and at the

beginning of the summer school session, bus drivers will select a route in order of seniority. All routes selected shall be defined as to and from school only. All other assignments shall be defined in Article 15.4. For purposes of Article 15 seniority will be considered by date of hire. Also at the same time, drivers, in order of seniority, will select a bus that has been designated as appropriate to the type and size of the route. Within forty-five (45) to sixty (60) days of the beginning of each school year, bus drivers may rebid routes in order of seniority. Selection of buses will not be rebid, bus to stay with route. All routes shall be available for review by the drivers one week prior to the actual rebid day. If the need for a larger bus is required, the driver may select a different bus from the spare bus pool. If a driver does not want to give up their route, but wants to select a different bus from the spare bus pool of the appropriate type and size they may do so. On both bid and rebid, steward(s) and two senior drivers who volunteer shall choose for absent drivers, as before.

Seniority used for all seniority related issues in the District Transportation Department shall now be determined by first date of hire in the job classification. If an employee has a break in service longer than thirty nine (39) months, the date of hire used for seniority purposes will be the date on which the employee returned to regular employment. All other District service will be used for tie breaking purposes as outlined below.

In the event of equal seniority, ties will be broken by using the longest total service in the District in classified services (regardless of bargaining unit.) Time as a substitute, provisional or limited term employee, or as a Campus Aide shall not be counted in such a tie. In the event that there is still equal seniority these ties shall be broken by using the date of hire in any capacity in the District. (Based upon MOU dated 10/15/03)

When an employee leaves, vacant runs will be posted, bid and filled on the basis of seniority (as defined above) three (3) working days from the occurrence of the vacancy until all vacancies are filled, and all employees involved have been notified through posted information.

The vacancy shall be posted as quickly as possible after it occurs but in no event shall the posting occur more than three (3) working days after the vacancy.

- 15.2 As part of the employees' regular shift, there will be a twenty (20) minute warm-up time each morning for purposes of checking the oil and water and otherwise preparing the bus. In the evening, there will continue to be a fifteen (15) minute period with full pay for the same purpose.

- 15.2.1 Layover time between trips will be one (1) hour.

- 15.2.2 The District will offer extra hours to regular drivers before relief drivers.

- 15.3 All drivers who desire overtime or non-overtime trips which are in addition to their regular route shall be accorded the opportunity to work them on an equal basis. For purposes of this section "equal" shall mean an equal number of hours paid for during the semester (combining both straight time and overtime), and overtime worked shall be counted as its premium rate (for example, overtime of four (4) hours paid at time and one half (1 1/2) shall count as six (6) hours.) Work turned back and work not assigned because the driver was not available shall count as if the work was completed. In the event a driver is off on paid status and is not in line for a trip assignment, s/he shall not be randomly charged for a trip s/he would not have been assigned. Work volunteered for during Winter recess, Thanksgiving, and Spring recess holiday periods, when school is closed, shall not count in this formula. Work turned back on a Sunday and work turned back for jury duty, bereavement or Union business also shall not count. Finally, hours added for "equalizing purposes" under subsection 15.3.2.3 below shall not count for purposes of this section. Medical, dental and eye appointments that have been scheduled for a driver's off time and made in advance of a trip notice shall not be charged. The driver shall be responsible to notify the dispatcher in writing at least three (3) work days in advance of the date and time of the scheduled appointment. Also, no driver shall be credited with a turn-down for mountain driving for which such driver is not qualified. If a driver trains to be snow or mountain certified, that driver shall be required to remain on the snow or mountain list for a period of one year. No charge will be made against drivers for workers' compensation appointments. No charge will be made against a driver who chooses not to do an overnight trip. No charge will be made against any driver going through the required recertification process, for a trip or a turn back when the times for the trip conflict with the training. When making weekend trip assignments the District will not automatically exclude drivers based upon their blue sheeted hours. All week-end trips shall be assigned from the equalization list posted on Thursday, prior to that week-end.

For purposes of equalization, any hours charged for trips turned back will be deemed as hours paid. No driver will be charged for a trip, if the driver is involved in the professional growth program (Article 11.13), which has been approved by the supervisor, for the whole trip, or any portion thereof. An equalization list shall be posted on Monday (pm) and Thursday (pm), barring any unforeseen circumstances. Drivers are responsible for submitting time cards daily.

- 15.3.1 If the bus driver with the most hours paid for the semester, as above, is less than fifteen (15) hours above the driver with the least hours paid, as above, then there is no violation of this section.
- 15.3.2 Also, it shall not be a violation of this section if both the following two conditions are met:

- 15.3.2.1 The discrepancy between the total hours paid for during the semester, as defined above, is not greater than forty-five (45) among the drivers, and
- 15.3.2.2 The school district makes every reasonable effort to correct this discrepancy by giving within the next semester the necessary equalizing hours to the drivers who were behind more than fifteen (15) hours the previous semester. There will be no zeroing out process.
- 15.3.2.3 Equalization shall begin on the first day of school and shall end on midnight of the last day of school. The equalizing week runs from midnight Sunday until midnight Sunday, except on the last day before a holiday period. Equalization will end at midnight of the last day of school and will begin again at midnight of the day before school starts.
- 15.3.3 To be chargeable for overtime turndown for a Saturday or weekend work, the District must have notified an employee of such overtime opportunity by the drivers Friday p.m. report time. Drivers are eligible for weekend assignments regardless of their status on Friday or the last day of the workweek, provided they notify the department of their availability by 12:00 p.m. on the Friday or the last workday of the week. Upon providing proof of participation, drivers shall not be charged for a trip, if participating in the Bus Rodeo, either as a participant or a judge.
- 15.3.4 When trips scheduled for Saturday, Sunday, holiday, or any other non-school days are canceled on the date of the trip, the following compensation rules shall apply:

<u>Location of Driver at Time of Notification</u>	<u>Hours Paid</u>
School or pickup site	4
Bus yard	2
Driver's residence	0

For cancellations of a weekday trip, the driver shall be compensated for the actual time worked.

For cancellations of weekday evening trips, when a driver has remained "on the clock," the driver will be compensated for the actual time worked. In the case that the driver has left the job site because s/he is "off the clock" and has returned to work, the driver shall receive three (3) hours of pay. If the driver is still at home when notified, no additional compensation will be required.

15.4 In addition to 15.1 and 15.3 on the previous pages, "special needs assignments" or "early out pickups" shall be assigned to bus drivers in the following order: the most senior will receive such assignments until s/he reaches eight (8) hours in a day, and thereafter such assignments will proceed to the next most senior driver in a like manner and so on throughout the seniority list. "Special needs assignments" and "early out pickups" are defined here as those assignments which involve a small group of children or one child, occur at odd hours, are relatively permanent, and cannot be categorized as field trips.

15.5 Uniforms are required, therefore, the District shall provide, at time of hire, uniforms for all regular bus drivers; uniforms shall also be provided for the dispatcher(s) and driver trainer if requested by the dispatcher(s) or driver trainer. The number provided at time of hire will be at least five (5) complete uniforms. Replacement uniforms will be provided on an annual basis.

15.5.1 Uniform Options

A pre-approved list of uniforms and options shall be distributed to the drivers. Drivers will have the option to mix and match, up to ten (10) items from the list, for example: five (5) pants, three (3) shirts, one (1) jacket and one (1) sweater; as long as these items are within the allotted dollar amount, which includes names on uniforms. Each wheelchair bus shall have a District provided rain coat.

15.6 Failure to work on Friday because of jury duty, doctor's appointment, bereavement or authorized Union leave will not disqualify a driver from taking overtime trips on Saturday, Sunday or holidays.

15.7 **Winter Break, Spring Break and Summertime Work**

Selection of drivers for winter break, spring break, and summertime work shall be made by seniority order. All trip assignments shall be assigned and rotated, (through the entire list of drivers) by seniority order, with the most senior driver, in that week's rotation, receiving the longest trip assignment(s). If a driver is assigned a trip during this period, the trip shall not be re-assigned to another driver, without notifying the first driver.

15.7.1 Any long-term work will be offered on a seniority basis with the senior driver receiving the longest work assignment(s).

15.8 Out of District students whose vacation schedules are in conflict with the District shall be picked up in the following manner:

15.8.1 Entire routes (i.e., University and Venado) shall be driven by the regular driver whose vacation schedule will be adjusted to fit the school's schedule.

- 15.8.2 Individual students (i.e., students attending an out of District school and are added to a route on an individual basis) will be done by the regular route driver. If the driver chooses to go on vacation, the time will be added to assigned trips.
- 15.9 The District shall provide a dispatcher to be on duty during the normal operation of the work day. These duties are to be performed by a qualified AFSCME member or management.
- 15.10 Drivers who are required to take a bi-annual physical (DMV, DL51A), shall be compensated as needed, not to exceed two hours.
- 15.11 Mountain trips shall not be charged against equalization hours.

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.
- 16.2 The contracting out committee shall be reinstituted as in the past.

ARTICLE 17: PROMOTION PROCEDURES

- 17.1 In a promotion, the District will not change the hours of the position in order to favor one (1) candidate over another.
- 17.2 All benefit jobs in food service shall be posted for at least ten (10) working days at all sites.
 - 17.2.1 This posting shall be in the kitchens on a bulletin board in plain view for all employees.
 - 17.2.2 When a Food Service I position with greater than four hours, as above, thus providing health and welfare benefits, becomes available, the vacancy will be posted for ten (10) days. If at the conclusion of the posting there are three or more eligible candidates, the vacancy shall be filled from this list and shall not open to non AUHSD employees.

ARTICLE 18: LAYOFF AND RECALL

18.1 Layoff Determinations

- 18.1.1 Employees subject to layoff shall be given notice of layoff not less than sixty (60) calendar days prior to the effective date of layoff. They shall be informed of their "bumping" or displacement rights, as well as their recall or reemployment rights.

- 18.1.2 The reason(s) for layoff shall be for lack of work or lack of funds. A layoff is any loss of regular status, including loss of employment or voluntary demotion or reduction in hours or months of employment in lieu of loss of employment.
- 18.1.3 The District shall not lay off an employee for disciplinary reasons or in retaliation for the exercise of Union, legal, or constitutional rights.
- 18.1.4 The order of layoff within a classification shall be determined by seniority according to classification seniority. The parties agree to use "date of hire" as modified below.
 - 18.1.4.1 Employees who have been on personal leave of absence (without pay, and other than for Maternity, Military, or Peace Corps leave) shall have their dates of hire reduced to account for periods of non-paid status.
 - 18.1.4.2 Employees who have been reinstated following a separation from service (other than for military service or Peace Corps service) shall have their dates of hire adjusted to account for periods of non-employment.
- 18.1.5 The employee who has the least seniority in the classification, plus higher classifications shall be laid off first.
- 18.1.6 In the event of equal seniority preference shall be given to the employee with the longest total service in the District (regardless of bargaining unit), determined by original date of hire. Time as a substitute, provisional or limited term employee, time as a campus aide, or any other form of non-regular employment shall not be counted in such a tie breaker.
- 18.1.7 If a tie exists after counting all regular employment, preference shall then be given to the employee with the longest total seniority in the District including time as a substitute, provisional or limited term employee, and time as a campus aide or any other form of non-regular employment shall be counted as a tie breaker.
- 18.1.8 If a tie still exists, the Director of Human Resources, Classified and an AFSCME representative will draw lots to determine preference.

18.2 **Bumping Rights**

- 18.2.1 An employee who is to be laid off may exercise displacement or "bumping" rights within his/her classification in order to protect employment provided that:

- 18.2.1.1 The employee has more seniority in the classification plus higher classifications than the employee being displaced or bumped, and;
- 18.2.1.2 The employee displaces or bumps the least senior employee under the classification title with an equal work schedule.
- 18.2.1.3 If no such option is available, the employee being laid off may bump a less senior employee in his/her class among those employees occupying positions of less time and most nearly comparable in total assigned working time (hours for the fiscal year) to their original position. An employee displacing or bumping into a lesser work schedule shall be placed on a recall or reemployment list for his/her former work schedule for a period of sixty-three (63) months.
- 18.2.1.4 If an employee has no displacement or bumping rights under the classification title, he/she may displace or bump an employee in an equal or lower classification title who has the least seniority in the classification plus higher classifications provided that the employee so exercising such displacement or bumping rights has more seniority in the other classification plus all higher classifications. Employees exercising displacement or bumping rights to an equal or lower classification, have no seniority in the equal or lower classification if he/she has never served in that classification. Such employee displacing or bumping into the lower classification title shall be placed on a recall or reemployment list for his/her former classification title for a period of sixty three (63) months. If bumping to a lower classification the employee being laid off may bump a less senior employee in his/her class among those employees occupying positions of less time and most nearly comparable in total assigned working time (hours for the fiscal year) to their original position.
- 18.2.1.5 An employee may not bump any employee assigned a higher work schedule.
- 18.2.1.6 An employee who has no displacement or bumping rights or who waives the opportunity to exercise bumping rights will be laid off and will be placed on a recall or reemployment list for his/her former classification for a period of thirty-nine (39) months.

- 18.2.1.7 If an employee waives the opportunity to exercise displacement or bumping rights, he/she may voluntarily accept assignment into an equal or lower classification for which he/she is qualified and be placed on a recall or reemployment list for his/her former classification for a period of sixty three (63) months.

18.3 **Recall or Reemployment**

- 18.3.1 The parties agree that "recall" and "reemployment" have the same meaning. An employee on a reemployment list is still an employee of the District, albeit a laid off one. An employee on a reemployment list may accept full time or substantial employment with another employer, albeit employment which he or she must give up in order to return to the District.
- 18.3.2 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 recall or reemployment while their names remain on the recall or reemployment list.
- 18.3.3 The District shall by certified or registered mail, offer to the employee with the highest seniority on the recall or reemployment list any vacancy to which the employee has a recall or reemployment right.
- 18.3.4 While a recall or reemployment list is in effect, no new employees shall be hired in classifications for which employees have recall or reemployment rights, until all employees on the recall list have first been offered and declined the position.
- 18.3.5 An employee on a recall or reemployment list will be given by the District one offer of full reinstatement, with two weeks to return to District employment. Offers of reinstatement to lesser time, or a lesser classification will be made each and every time something is available for that employee.
- 18.3.6 If an employee on lay off status is on an eligibility list he/she shall retain that position on the list until the list expires.
- 18.3.7 Employees on reemployment lists shall be eligible to compete in all examinations, given by the District for which they qualify by experience, ability or training. Employees on lay off status shall receive ranking and service points as if they were in current service with the District.

ARTICLE 19: SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application thereof to any employee is held by the highest court in the State or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

If any such decision or change in law occurs, the parties hereto shall, within ten (10) working days commence meeting and negotiating with respect to the means of compliance therewith.

ARTICLE 20: ENTIRE AGREEMENT

The District and the Union shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, neither the District nor the Union is bound by past practice unless such past practice is specifically stated in the Agreement.

AFSCME agrees that the 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 Union, without mutual agreement, will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both the District or AFSCME at the time they met and negotiated on and executed this Agreement, or even though such subjects or matters were proposed and later withdrawn.

ARTICLE 21: PUBLICATION OF AGREEMENT

21.1 The District shall make this Agreement and updates to this Agreement available on the District website. The District will provide to employees upon request and without charge a copy of this Agreement and any changes. New employees at the time of employment will also be notified in writing of the availability of this Agreement on the District website and the right to receive a written copy.

21.2 The Union shall continue to have the opportunity to appear at orientation meetings in order to explain how the Union functions.

ARTICLE 22: REOPENER

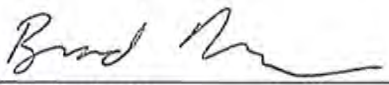
It is understood that during years 2018-2019, 2019-2020, and the year 2020-2021, the subjects of Article 2: Health and Welfare, and Article 11: Wages and Items Related to Wages, shall be open for negotiations.

In addition to these articles referenced above, Attachment E will be reopened during 2018-19. Also, AFSCME and the District shall each have the option of opening one (1) other article of their own choice during years 2018-19, 2019-20 and 2020-21.

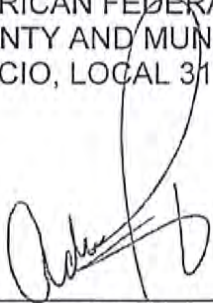
ARTICLE 23: DURATION

This Agreement concludes reopener negotiations for 2017-18. In addition, the parties agree to a new three year Agreement effective July 1, 2018, that shall remain in full force and effect up to and including June 30, 2021, and thereafter shall continue in effect year by year until the parties negotiate a successor Agreement.

ANAHEIM UNION HIGH
SCHOOL DISTRICT

By: 
Brad Jackson
Assistant Superintendent,
Human Resources

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, LOCAL 3112 (COUNCIL 36)

By: 
Adrian Prieto
AFSCME President
LOCAL 3112 (COUNCIL 36)

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2019/2020 SALARY SCHEDULE
Effective 7/1/2019 - BOT Approved 11/19/20 - REVISED

ATTACHMENT A

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41	FOOD SERVICE ASSISTANT I CUSTODIAN	2,817.00 15.99	2,930.00 16.63	3,053.00 17.35	3,171.00 18.01	3,296.00 18.72	3,432.00 19.51	3,497.00 19.87	3,569.00 20.29	3,640.00 20.67	3,712.00 21.08	Monthly Hourly
48	AUDITORIUM OPERATIONS ASSISTANT EVENT/FACILITY ATTENDANT	3,420.00 19.43	3,555.00 20.20	3,684.00 20.94	3,838.00 21.81	3,983.00 22.64	4,147.00 23.57	4,210.00 23.91	4,309.00 24.48	4,390.00 24.94	4,463.00 25.38	Monthly Hourly
49	ATHLETIC FACILITIES WORKER I FOOD SERVICE ASSISTANT II GROUNDS MAINTENANCE WORKER	3,429.00 19.48	3,568.00 20.29	3,701.00 21.02	3,855.00 21.90	4,012.00 22.78	4,173.00 23.73	4,250.00 24.14	4,341.00 24.67	4,424.00 25.14	4,508.00 25.64	Monthly Hourly
50	FOOD SERVICE ASSISTANT III	3,565.00 20.25	3,703.00 21.04	3,839.00 21.82	3,995.00 22.69	4,149.00 23.59	4,312.00 24.50	4,390.00 24.94	4,479.00 25.46	4,562.00 25.90	4,648.00 26.41	Monthly Hourly
51	FOOD SERVICE ASSISTANT IV FOOD SERVICE PRODUCTION ASST	3,599.00 20.44	3,739.00 21.26	3,896.00 22.12	4,047.00 23.00	4,212.00 23.92	4,377.00 24.87	4,461.00 25.37	4,559.00 25.89	4,643.00 26.40	4,744.00 26.95	Monthly Hourly
52	ATHLETIC FACILITIES WORKER II FOOD SERVICE ASSISTANT III-BILING SENIOR CUSTODIAN	3,625.00 20.59	3,783.00 21.51	3,925.00 22.30	4,071.00 23.14	4,250.00 24.14	4,420.00 25.11	4,507.00 25.63	4,590.00 26.08	4,686.00 26.64	4,783.00 27.19	Monthly Hourly
53A	WAREHOUSE WORKER-CENTRAL SERVICES WAREHOUSE WORKER-FOOD SERVICE	3,688.00 20.95	3,832.00 21.79	3,993.00 22.67	4,149.00 23.58	4,317.00 24.51	4,486.00 25.50	4,573.00 26.01	4,672.00 26.53	4,760.00 27.06	4,862.00 27.63	Monthly Hourly
53	EQUIPMENT OPERATOR TECHNOLOGY SERVICES ASSISTANT	3,783.00 21.51	3,927.00 22.31	4,084.00 23.21	4,248.00 24.12	4,422.00 25.13	4,600.00 26.13	4,686.00 26.64	4,783.00 27.19	4,874.00 27.71	4,975.00 28.27	Monthly Hourly
54	AUDITORIUM OPERATIONS TECHNICIAN MAINTENANCE SERVICE WORKER	3,875.00 22.36	4,026.00 23.23	4,188.00 24.16	4,356.00 25.13	4,533.00 26.15	4,713.00 27.20	4,803.00 27.71	4,901.00 28.27	4,998.00 28.82	5,100.00 29.43	Monthly Hourly
55	BUS DRIVER FOOD SERVICE SOUS CHEF INVENTORY CONTROL SPECIALIST SR EQUIPMENT OPERATOR	3,969.00 22.57	4,125.00 23.44	4,289.00 24.38	4,461.00 25.37	4,641.00 26.39	4,827.00 27.43	4,919.00 27.96	5,020.00 28.52	5,119.00 29.09	5,225.00 29.70	Monthly Hourly
56	HEAVY EQUIPMENT OPERATOR SR WAREHOUSE WORKER-CENT WHSE SR WAREHOUSE WORKER-FOOD SERV	4,071.00 23.49	4,227.00 24.39	4,398.00 25.37	4,573.00 26.38	4,757.00 27.45	4,946.00 28.53	5,045.00 29.11	5,148.00 29.70	5,250.00 30.29	5,357.00 30.90	Monthly Hourly

EXHIBIT

BOT 65

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2019/2020 SALARY SCHEDULE
Effective 7/1/2019 - BOT Approved 11/19/20 - REVISED

ATTACHMENT A

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
57	DRIVER INSTRUCTOR IRRIGATION SYSTEMS TECHNICIAN INTEGRATED PEST MANAGEMENT	4,172.00 23.73	4,330.00 24.59	4,505.00 25.62	4,684.00 26.63	4,871.00 27.70	5,064.00 28.77	5,170.00 29.37	5,275.00 29.99	5,380.00 30.57	5,486.00 31.19
58	ATHLETIC FACILITIES TECHNICIAN MAINTENANCE GLAZIER MAINTENANCE PAINTER POOL MAINTENANCE TECHNICIAN TECHNOLOGY SERVICES TECHNICIAN	4,273.00 24.65	4,440.00 25.62	4,617.00 26.64	4,802.00 27.70	4,994.00 28.81	5,193.00 29.96	5,299.00 30.57	5,407.00 31.19	5,513.00 31.81	5,621.00 32.42
59	ASSISTANT MECHANIC GRAPHIC ARTS TECHNICIAN MAINTENANCE LOCKSMITH OFFSET PRESS OPERATOR TRANSPORTATION DISPATCHER	4,374.00 24.86	4,551.00 25.86	4,729.00 26.86	4,918.00 27.95	5,116.00 29.08	5,321.00 30.23	5,427.00 30.84	5,537.00 31.46	5,647.00 32.10	5,757.00 32.71
60	ELECTRONICS TECHNICIAN EQUIPMENT REPAIR MECHANIC MAINTENANCE CARPENTER MAINTENANCE FLOOR/PLASTER WORKER MAINTENANCE PLUMBER SHOP EQUIPMENT REPAIR TECHNICIAN	4,482.00 25.86	4,663.00 26.90	4,846.00 27.96	5,042.00 29.09	5,247.00 30.27	5,452.00 31.46	5,562.00 32.09	5,674.00 32.73	5,787.00 33.39	5,902.00 34.05
61	AUDIO-VISUAL TECHNICIAN TRANSPORTATION OPERATIONS SPEC	4,590.00 26.08	4,775.00 27.15	4,964.00 28.20	5,166.00 29.34	5,377.00 30.55	5,583.00 31.73	5,696.00 32.35	5,811.00 33.02	5,926.00 33.68	6,047.00 34.36
62A	FOOD SERVICE EQUIPMENT TECHNICIAN INSTRUMENT REPAIR TECHNICIAN MAINTENANCE ELECTRICIAN MAINTENANCE WELDER-FABRICATOR MECHANIC	4,704.00 26.73	4,894.00 27.83	5,087.00 28.90	5,295.00 30.07	5,510.00 31.33	5,721.00 32.53	5,839.00 33.17	5,957.00 33.85	6,075.00 34.51	6,199.00 35.22
62		4,783 27.19	4,980 28.29	5,178 29.41	5,385 30.6	5,598 31.81	5,825 33.1	5,947 33.79	6,066 34.46	6,193 35.2	6,313 35.88
63	GRAPHIC PRODUCTION SPECIALIST SR GRAPHIC ARTS TECHNICIAN	4,824 27.41	5,012 28.49	5,212 29.64	5,426 30.82	5,642 32.04	5,863 33.32	5,983 34	6,101 34.68	6,225 35.38	6,351 36.1
64	HVAC ENERGY MAINT CONT SYS TECH (4/1/18)	4,946 28.53	5,144 29.67	5,350 30.85	5,563 32.09	5,785 33.37	6,016 34.69	6,136 35.4	6,259 36.11	6,384 36.83	6,511 37.57

EXHIBIT H

ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2019/2020 SALARY SCHEDULE
Effective 7/1/2019 - BOT Approved 11/19/20 - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly Hourly
67	NETWORK TECHNICIAN	5,316 30.2	5,529 31.41	5,747 32.66	5,981 33.98	6,217 35.33	6,465 36.74	6,596 37.48	6,729 38.23	6,859 38.98	7,001 39.77	

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
 2% plus \$536 after ten (10) years of service with AUHSD
 4% plus \$1593 additional after fifteen (15) years of service with AUHSD
 7% plus \$2,933 additional after twenty (20) years of service with AUHSD
 10% plus \$3,826 additional after twenty-five (25) years of service with AUHSD
 12% plus \$3,826 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.
 Bilingual stipend and Nightwork differential: \$139.00
 Custodial Night Shift Differential: \$50
 Transportation Dispatch Stipend: \$280

DISTRICT PROPOSAL

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, LOCAL 3112 (COUNCIL 36)**

July 18, 2012

This Memorandum of Understanding ("MOU") is entered into on July 18, 2012, between the Anaheim Union High School District ("AUHSD") and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3112 (Council 36) ("AFSCME").

WHEREAS, AUHSD and AFSCME have negotiated certain proposals which by this MOU they mutually agree to implement the following agreements at the present time so that these agreements will not be dependent upon ratification of a new collective bargaining agreement between the parties.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Permanent employees in the classification of Food Service Assistant III – Bilingual will continue to receive their bilingual classification pay should they be assigned to a school not requiring their bilingual classification.
2. This MOU shall be effective August 1, 2012 and shall be in effect through June 30, 2015.
3. AFSCME withdraws its proposal at 11.11 regarding employees losing their bilingual pay.

For the District

For AFSCME, Local 3112

By: _____

Date: _____

By: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

EXHIBIT HH

Between the

American Federation of State, County and Municipal Employees, Local 3112 (AFSCME)

and the

Anaheim Union High School District (AUHSD)

Transportation work assignments when Equalization is contractually not in effect

AFSCME and the AUHSD agree to temporarily modify article 15.7 of our collective bargaining agreement in the following manner:

15.7 Winter Break, Spring Break, summertime work and other periods of time where the collective bargaining agreement calls for equalization to stop being in effect.

The selection of drivers for periods of time when equalization is not in effect shall be made using seniority. The most senior drivers will receive the longest trips in that rotation until all trips are assigned through the entire list of drivers. For the time equalization is not in effect there will be a continuous rotation through the "trip assignment seniority list" starting with the most senior driver, continuing through the list of drivers on the list in seniority order and ending with the shortest trip assignment being given to the least senior driver. If more trip assignments exist when the rotation through all permanent drivers has been completed, the next longest trip assignment not already assigned shall be given to the most senior driver as their second assignment, this being the driver who was offered the longest trip assignment at the beginning of the process. The rotation through the seniority list shall continue in this fashion until all trip assignments have been assigned.

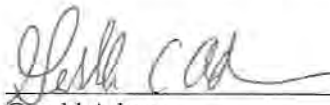
As an example, if 25 trip assignments are available during a period when equalization is not in effect and 10 drivers have requested to work during this time, then the most senior driver will be assigned the longest trip, the eleventh longest trip and the twenty first longest trip. The least senior driver will be assigned the tenth and the twentieth longest trips.

This agreement is dated: January 21, 2011

Unless mutually agreed upon, this MOU sunsets June 30, 2011.



Russell Lee-Sung
Assistant Superintendent
Human Resources



Gerald Adams
President
AFSCME, AFL-CIO, Local 3112 (Council 36)

**MEMORANDUM OF UNDERSTANDING
BETWEEN AFSCME LOCAL 3112 AND THE DISTRICT
PERTAINING TO BUS DRIVER WORK YEAR**

MAY 27, 2016

The District and AFSCME agree to clarify the work year for school bus drivers.

1. Regarding Article 15 of the Agreement between the District and AFSCME, the work year over 10.1 months (184 work days) is based upon the number of regular student school days, currently 180 student instructional school days and four (4) additional work days to be scheduled by the District.

- 1.1 For 2015-16 only, it is understood that the last two work days will be on May 31 and June 1, 2016. (May 30 is the Memorial Day holiday.) For following school years, commencing 2016-17, the four days will be scheduled by the District. Two of these four days will be scheduled prior to the start of the instructional school year.
- 1.2 Work days for the summer assignment of Extended School Year (ESY) are in addition to the 184 days. The number of bus routes and work days during ESY depends upon the student enrollment in ESY and the number of instructional days. As a result, the number of bus drivers and working days each year will correspond to the number of ESY student instructional days for that year.

2. The four most senior bus drivers will be known as "senior bus drivers." The work year for the four senior bus drivers shall be 208 work days including the 184 work days for regular bus drivers, the summer assignment of ESY and five additional work days to be scheduled between the end of the regular school year and the start of ESY. In case of a resignation/retirement of a senior bus driver, then the regular bus driver having the greatest seniority will fill the vacant senior bus driver position.

3. For purposes of sick leave and vacation accrual, it is agreed that all regular bus drivers shall accrue vacation and sick leave based upon 10.1 months of service effective July 1, 2015. Regular bus drivers assigned to ESY will accrue one additional day each of vacation and sick leave per section 12.1.6(4). Since the assignment of senior bus drivers includes ESY, senior bus drivers will accrue vacation and sick leave based upon 11 months of service.

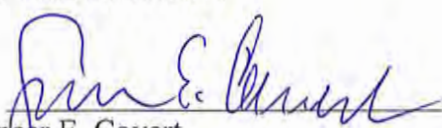
4. The District may employ up to three regular bus drivers with assignments as "cover drivers." Effective upon ratification, "cover drivers" will no longer be eligible for equalization per Section 15.3.

5. Weekend and holiday split trips will be paid a minimum of four hours for the "take" and four hours for the "return." Weekday split trips will be paid actual time worked.

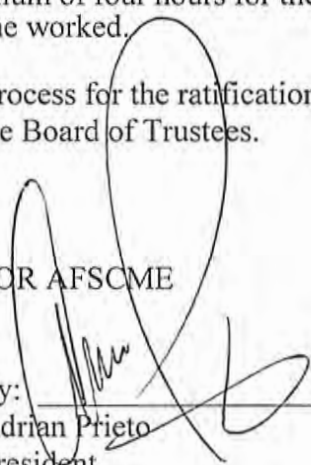
6. This MOU will be included within the ratification process for the ratification of the 2015-16 Reopener Negotiations between the AFSCME membership and the Board of Trustees.

This MOU is dated: May 27, 2016

FOR THE DISTRICT

By: 
Spencer E. Covert
Chief Spokesperson

FOR AFSCME

By: 
Adrian Prieto
President

MEMORANDUM OF UNDERSTANDING**Between the****Anaheim Union High School District (AUHSD)****and the****American Federation of State County and Municipal Employees, Local 3112
(AFSCME)****Health and Welfare Plan Changes for 2017 Plan Year**

The Anaheim Union High School District (AUHSD) and the American Federation of State County and Municipal Employees, Local 3112 (AFSCME) agree to the following changes in health and welfare that were recommended by the Insurance Committee on October 4, 2016. The changes are effective on January 1, 2017:

Medical Insurance**PPO**

- Co-pays for generic prescriptions will increase from \$5 to \$7
- Co-pays for preferred brand prescriptions will increase from \$15 to \$25

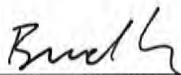
HMO

- Co-pays for generic prescriptions will increase from \$5 to \$7
- Co-pays for preferred brand prescriptions will increase from \$15 to \$25


This MOU has no effect on any other portion of the District's benefit plan.

If an agreement is reached with any other collective bargaining group on health and welfare that contains a greater benefit than the current plan, or a higher maximum District Contribution, or plan changes, the District or AFSCME may request, and the other party will agree, to re-open negotiations on health and welfare for 2017.

This Memorandum of Understanding is dated October 28, 2016, and is subject to ratification by the Board of Trustees.



Brad Jackson
Assistant Superintendent
Human Resources



Adrian Prieto
President
Local 3112, AFSCME

MEMORANDUM OF UNDERSTANDING

ATTACHMENT H

EXHIBIT HH

Between the

Anaheim Union High School District (AUHSD)

and the

American Federation of State County and Municipal Employees, Local 3112 (AFSCME)

Health and Welfare Program Change Effective January 1, 2021

The Anaheim Union High School District (AUHSD) and the American Federation of State County and Municipal Employees, Local 3112 (AFSCME) agree to the following changes in the health and welfare program that were recommended by the Insurance Committee on September 16, 2020. The following changes will be effective beginning January 1, 2021:

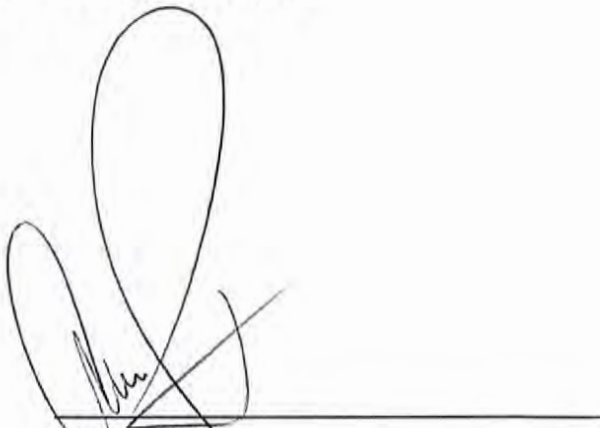
The blended super composite rate will remain at \$15,959 for the 2021 plan year. For the 2021 plan year only, the projected increase to Health and Welfare costs from plan year 2020 to plan year 2021 will be paid using the ending fund balance in the Health and Welfare fund.

This MOU has no effect on any other portion of the District's benefit plan.

This MOU is dated: September 30, 2020



Brad Jackson
Assistant Superintendent
Human Resources



Adrian Prieto
President
AFSCME, Local 3112

MEMORANDUM OF UNDERSTANDING

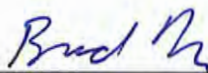
EXHIBIT HH

Between the**Anaheim Union High School District (AUHSD)****and the****American Federation of State County and Municipal Employees, Local 3112 (AFSCME)****Filling Benefited Vacancies for Food Service I Positions**

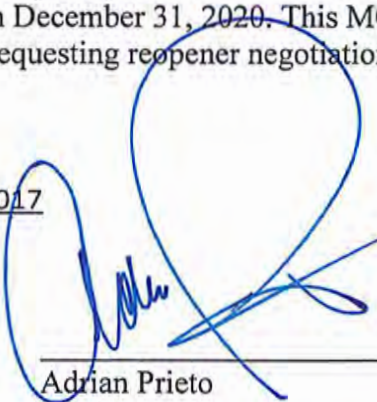
The following procedures shall be followed to fill benefited vacancies for Food Service I positions:

1. District's classified personnel office will prepare practical test interview questions. Eligible applicants will be current Food Service I employees. (Always same questions will be asked the applicants, credit will be given for seniority per Personnel Commission Rules)
2. The rating of the applicants will be performed by at least two Cafeteria Manager I's or II's, selected by the Director of Food Services.
3. All interviewees will be put on a "Promotion Interview List" in rank order. The "Promotion Interview List" will be valid for 12 months. At the end of 12 months a new "Promotion Interview List" will be established following these procedures.
4. The ranks provided by the Personnel Commission Director to the Director of Food Services and Assistant Director will be in accordance with the Personnel Commission Rules. The Benefited food service position will be selected from these ranks.
5. Procedures and challenges to the appointments will be handled in accordance with Personnel Commission Rules.
6. This MOU supersedes 17.2.2 of the current agreement between the District and AFSCME.
7. This MOU is subject to ratification by the parties. Its effective date shall be January 1, 2018, and will be in effect through December 31, 2020. This MOU will continue in place after 2020 subject to either party requesting reopener negotiations after December 31, 2020.

This MOU is dated: November 28, 2017



Brad Jackson
Assistant Superintendent
Human Resources



Adrian Prieto
President
AFSCME #3112


MEMORANDUM OF UNDERSTANDING

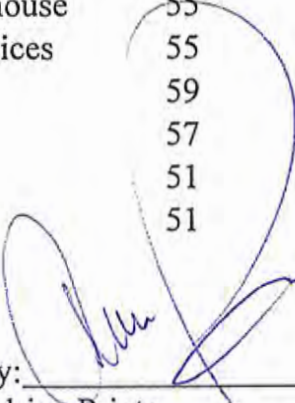
September 6, 2018

EXHIBIT HH

The District will maintain the status of Athletic Facility Workers through school year 2020-2021, with the exception of one Athletic Facility Worker I position. In addition, a 1 range increase for the classifications listed below shall be implemented for three and one-half years, January 1, 2018-June 30, 2021, subject to ratification of this MOU. (This MOU will also include the 1 percent increase for all classified employees represented by AFSCME effective July 1, 2017 per Article 11.1.) This 1 range increase for the below listed classifications will sunset June 30, 2021. Continuing the 1 range increase shall be subject to reopener negotiations for 2021-22.

<u>Classification</u>	<u>Current Salary Range</u>
Athletic Facilities Technician	57
Auditorium Operations Technician	53
Electronics Technician	59
Equipment Repair Mechanic	55
Food Service Equipment Technician	61
Heavy Equipment Operator	55
Instrument Repair Technician	61
Maintenance Carpenter	59
Maintenance Electrician	61
Maintenance Floor/Plaster Worker	59
Maintenance Glazier	57
Maintenance Painter	57
Maintenance Plumber	59
Maintenance Service Worker	53
Maintenance Welder/Fabricator	61
Mechanic	61
Pool Maintenance Technician	57
Senior Custodian	50
Senior Warehouse Worker – Central Warehouse	55
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By: 
 Brad Jackson
 Assistant Superintendent, Human Resources

By: 
 Adrian Prieto
 President, Local 3112

Memorandum of Understanding**Between the****American Federation of State, County, and Municipal Employees, Local 3112****and the****Anaheim Union High School District****June 6, 2017****GPS/Zonar tracking devices and/or Videotape Cameras**

The Anaheim Union High School District (AUHSD) and the American Federation of State, County, and Municipal Employees, Local 3112, agree to the following amendments to the Collective Bargaining Agreement (CBA) between the parties concerning the effects of GPS/Zonar tracking devices and/or Videotape Cameras. Upon signing, this Memorandum of Understanding shall be fully enforceable by the parties through the grievance and arbitration procedure embodied in the current CBA between the parties.

It is also agreed between the parties that it is the intent of the parties, the next time the CBA is to be reprinted, to place the exact wording below into the CBA between the parties at 7.10 (Evaluation Procedures):

"7.10 Evidence produced by the District which does not follow the guidelines below shall not be used against an employee in a subsequent discipline or discharge hearing. If such evidence is used, then this section will be deemed to have been violated, giving the employee, through her or his union, full recourse to the grievance and the binding arbitration enforcement procedures in the CBA.

1. Data from GPS tracking devices and/or Videotape from Camera Footage controlled by the District may not be used against an employee in a subsequent discipline or discharge hearing unless a complete and full copy and enhanced copy if applicable (of the data or videotape or both) is provided both to the employee and to her or his AFSCME representatives (AFSCME Local 3112 President and Business Representative). For example, if an AUHSD maintenance vehicle is tracked by GPS, or seen by AUHSD Video Camera, at the time of an accident, the District must provide the employee driving the vehicle, and her or his representatives, full copies of the data from the GPS devices, and/or exact and full copies of the videotape from the videotape cameras, as such cameras viewed the events leading up to the accident, the accident itself, and the relevant events after the accident. The parties agree that simply providing a summary of the data from the GPS/Zonar, or clips from the videotape, or both, is not in any way in conformance with this MOU.

2. The parties agree that the GPS/Zonar device may be used to confirm time. This

provision shall not apply to the twenty (20) minute warm up time each morning or evening fifteen (15) minute period per section 15.2 of the CBA

This MOU will be recommended for ratification by both parties.

A blue ink signature of Brad Jackson, consisting of a stylized 'B' followed by a cursive 'J' and a horizontal line.

Brad Jackson
Assistant Superintendent
Human Resources

A black ink signature of Adrian Prieto, featuring a large, loopy 'A' and a cursive 'P'.

Adrian Prieto
President
AFSCME, AFL-CIO, Local 3112 (Council 36)

MEMORANDUM OF UNDERSTANDING

EXHIBIT HH

Between the**Anaheim Union High School District (District)****and the****American Federation of State, County, and Municipal Employees, Local 3112 (AFSCME)****Bus Driver Guaranteed Hours Pilot Program, Pilot Regarding Equalization of Hours**


The Anaheim Union High School District (AUHSD) and the American Federation of State, County, and Municipal Employees, Local 3112, agree to the following between the parties pertaining to the implementation of a Bus Driver Minimum Work Day Guarantee of 5 Hours.

A committee consisting of up to 4 representatives each will meet monthly, or more as needed, throughout the 2019-20 school year with the goal of developing contract language to be implemented during the 2020-21 and 2021-22 school year. During negotiations in the 2021-22 school year, there will be an automatic reopener to review the recommendations of the committee for inclusion in the collective bargaining agreement beginning with the 2022-23 school year.

- This pilot program will begin in the month following ratification of the tentative agreement between AUHSD and AFSCME for the remainder of the 2019-20 school year and will continue as a pilot program during the 2020-21 and 2021-22 school years. The four senior bus drivers will continue their 8-hour work day.
- Bus drivers will be brought up to the minimum guaranteed hours with trips and/or related duties that will be assigned between the hours of 5:30 a.m. and 4:30 p.m.
- Drivers who turn down extra trips or related duties will have that time counted towards the minimum guarantee of hours.
- During the pilot period, the District will continue to utilize equalization language, subject to revisions recommended by the committee. The four senior, 8-hour drivers are not included in equalization except for football assignments. No senior bus driver shall receive an extra hour assignment until all drivers have had the opportunity to work an eight-hour day.
- During the pilot period, no grievance shall be filed related to Article 15.
- During the pilot program, seniority rotation, not equalization will govern work volunteered for during winter recess, Thanksgiving, spring recess holiday periods, ESY and when school is closed.

This MOU is dated September 10, 2019.

FOR THE DISTRICT

By: 
Brad Jackson
Assistant Superintendent, Human Resources

FOR AFSCME

By: 
Adrian Prieto
President, Local 3112

SEXUAL HARASSMENT, STUDENTS**8708**

The Anaheim Union High School District is committed to maintaining a learning environment that is free of harassment and discrimination. The District prohibits the unlawful sexual harassment of any student by anyone at school or at school-sponsored or school-related activities. Under federal and state law, the term sexual harassment includes sexual violence. The District also prohibits retaliatory behavior or action against any person who reports, testifies about, files a complaint, or otherwise participates in a District complaint, investigation or grievance process regarding alleged sexual harassment in violation of this policy.

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, when made on the basis of sex and under any of the following conditions:

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment; or, under Title IX of the Education Amendments of 1972 (Title IX), a hostile environment has been created if the unwelcome conduct of a sexual nature is sufficiently serious that it denies or limits the student's ability to participate in or benefit from the educational program.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

Though an incident of sexual harassment may occur off campus or unrelated to school activity, if the effects of the incident may result in harassment, intimidation, or bullying at school or at school-sponsored or school-related activities, which is sufficiently serious to interfere with or limit the targeted student's ability to participate in or benefit from the education program, the District Title IX Coordinator/designee or Principal/designee shall promptly investigate, determine what occurred, and take action to eliminate any harassment, intimidation, or bullying that occurs at school or at school-sponsored or school-related activities, prevent its recurrence, and address its effects.

A "report" or "complaint" is defined as any oral or written communication to a District employee or administrator which alleges behavior or misconduct that may constitute sexual harassment or sexual violence. A report or complaint may include an oral report, an email, a text message, or other message conveyed to a District employee or administrator. The report or complaint does not have to be on a particular form or use specific words to identify the law which may have been violated.

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An “educational setting” includes participation in educational programs and activities of the school or District, including all the academic, educational, extracurricular, athletic, and other programs and activities of the school, whether those programs or activities take place in a school’s facilities, on a school bus, or at a class or training program sponsored by the school or District at another location.

A “third-party” includes someone who is connected to the school or the district for educational, business, or extra-curricular purposes. For example, a third-party may include a vendor, volunteer, coach, or other person who is on school or District grounds during the hours of operation or who is present in the educational setting.

Examples of types of conduct which are prohibited in the District and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions.
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions.
3. Unwelcome or demeaning conduct or comments of a sexual nature directed at or about an individual related to actual or perceived gender, gender identity and gender expression, sex, sexual behavior, sexual orientation, or other related personal characteristics.
4. Graphic verbal comments about an individual’s body or overly personal conversation(s).
5. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature.
6. Spreading sexual rumors.
7. Teasing or sexual remarks about students enrolled in a predominantly single-sex class.
8. Massaging, grabbing, fondling, stroking, or brushing the body.
9. Touching an individual’s body or clothes in a sexual way.
10. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex.
11. Displaying sexually suggestive objects.
12. Sexual violence, including, but not limited to, sexual assault or sexual battery as defined in Education Code 48900(n), or sexual coercion.
13. Dating violence, stalking, and relationship abuse.

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14. Electronic communications containing words, or images described above, including but not limited to sending of sexual pictures, images, web pages, memes, gifs, or messages through text messaging, social media, or other technologies using a telephone, computer, or any wireless communications device.
15. A District employee engaging in, soliciting, or encouraging a sexual relationship or sexual activity with a student(s) based on written, verbal, and/or physical contact or fraternization with a student(s). In some circumstances, a District employee's physical contact with a student may also take on sexual connotations and rise to the level of sexual harassment. For example, a District employee's behavior, such as repeatedly hugging and putting their arms around a student under inappropriate circumstances, could rise to the level of unwelcome touching of a sexual nature.
16. Sexual relationships between District employees and students.
17. Sexual relationships between District employees and former students, if (a) the District employee pursued an intimate or sexual relationship with the former student while the student was enrolled in the District and while the employee was employed with the District.; (b) if the District employee's pursuing behavior took place in an educational setting; or (c) if the District employee's behavior adversely affects the current educational environment.
18. Sexual relationships between District employees and students or former students may also violate Title IX.

The Superintendent or designee shall ensure that all District students receive age-appropriate instruction and information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment and sexual violence, including the fact that sexual harassment and sexual violence could occur between people of the same sex.
2. A clear message that students do not have to endure sexual harassment or sexual violence.
3. Encouragement for a student to immediately contact a teacher, the Principal/designee or any other available District employee if the student has been subjected to sexual harassment by a student, District employee, or a third-party in the educational setting.
4. Explanation that, when a report of sexual harassment is made to a Principal/designee, that administrator shall inform the student and/or parent/guardian of the right to file a written complaint through the District's Uniform Complaint Procedures, and also explain how to access those procedures.
5. Encouragement for student bystanders to report observed instances of sexual harassment, even where the target of the harassment has not complained.

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6. Information about the District's procedure for investigating sexual harassment complaints and the person(s) to whom a report of sexual harassment should be made.
7. Information about the rights of students and parents/guardians to file a criminal complaint or an OCR complaint, as applicable

Title IX Coordinator

The Board designates the Program Administrator, Attendance and Safety as the Title IX Coordinator designated to receive and direct investigation of complaints under this policy, maintain records of complaints and subsequent related actions, ensure District compliance with the law, answer inquiries regarding the District's sexual harassment policies. This individual is also the District's Title IX Coordinator. The Title IX Coordinator may designate another District employee or third-party investigator to investigate complaints.

Program Administrator, Attendance and Safety
501 N. Crescent Way / P.O. Box 3520
Anaheim, CA 92803
Phone: 714 999-1252
saldana_j@auhsd.us

Student Reports

Any student who believes they have been subjected to sexual harassment or who has witnessed sexual harassment may report the conduct to any District employee.

District Employee Observation and Reports

Any District employee who receives a sexual harassment report shall promptly report it to the Title IX Coordinator.

Any such report by a District employee does not satisfy the obligation to make a mandated report of suspected child abuse, if applicable.

Reports about Principal/Designee

Where a sexual harassment report or complaint involves the Principal/designee/employee's supervisor, District Title IX Coordinator, or any other person to whom the complaint, report, or incident would ordinarily be reported or filed, the report may instead be submitted to the Superintendent or designee who shall determine who will investigate the complaint.

Notification of Factual Findings from other Entities

If the District is on notice of a factual finding that a District employee engaged in behavior with a student, (including a student from a different school or district), which may constitute sexual harassment or sexual violence as defined in this policy, the District Title IX Coordinator shall investigate the circumstances surrounding the factual finding.

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If the District is on notice of a factual finding that a student engaged in behavior with another student, (including a student from a different school or district), which may constitute sexual harassment or sexual violence as defined in this policy, the District Title IX Coordinator shall investigate the circumstances surrounding the factual finding.

If the District Title IX Coordinator is able to determine that the factual finding rises to the level of sexual harassment in violation of this policy, the District shall promptly take action to eliminate the sexual harassment in the educational setting, prevent its recurrence in the educational setting, and address its effects in the educational setting.

For the purposes of this section, a “factual finding” includes a finding of fact made by another public or private school, a law enforcement agency, a child protection agency, a court, the Commission on Teaching Credentials, or any other finding of fact provided to the District which indicates that a District employee or student engaged in behavior which may constitute a violation of this policy and poses a risk to the safety of the District’s students.

Other Complaint Options

A student may file a complaint of sexual harassment and, if desired, simultaneously proceed with a criminal complaint. When and if applicable, the District Title IX Coordinator will inform the complainant and respondent of the status of the investigation and when the investigation resumes if a temporary delay is caused by the initiation of a criminal investigation.

A student may also file a sex discrimination complaint with the Office for Civil Rights (OCR) of the United States Department of Education.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce the District’s sexual harassment policy. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti.
2. Providing training to students, staff, and parents/guardians about how to recognize harassment and how to respond. Training for staff may include topics of child abuse reporting and Title IX compliance.
3. Disseminating and/or summarizing the District’s policy and regulation regarding sexual harassment.
4. Consistent with the laws regarding the confidentiality of student and personnel records, communicating the school’s response to parents/guardians and the community.
5. Taking appropriate disciplinary action.
6. Taking appropriate remedial or corrective actions.

SEXUAL HARASSMENT, STUDENTS**8708****Confidentiality**

All complaints and allegations of sexual harassment or sexual violence shall be kept confidential except as necessary to carry out the investigation, take subsequent remedial or corrective action, conduct ongoing monitoring, or as required by law.

Maintenance of Records

The District Title IX Coordinator, in consultation with the Superintendent or designee, shall maintain a record of all reported cases of sexual harassment and sexual violence to enable the District to monitor, address, and prevent harassing behavior in the educational setting.

Notifications

A copy of the District's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year
2. Be displayed on the District and school websites, in a prominent location in the main administrative building, and in other areas where notices of District rules, regulations, procedures, and standards of conduct are posted
3. Be provided as part of any orientation program conducted for new students at the beginning of each quarter, semester, or summer session
4. Appear in any school or District publication that sets forth the school's or District's comprehensive rules, regulations, procedures, and standards of conduct
5. Be included in the student handbook
6. Be provided District employees at the beginning of the first quarter or semester of the school year, or when a new District employee is hired
7. Be provided to employee organizations

Legal Reference:

EDUCATION CODE

200-262.4	Prohibition of discrimination on the basis of sex
48900	Grounds for suspension or expulsion
48900.2	Additional grounds for suspension or expulsion; sexual harassment
48904	Liability of parent/guardian for willful student misconduct
48980	Notice at beginning of term

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CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships
 1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

3080 Application of section
 4600-4687 Uniform complaint procedures
 4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws
 1232g Family Educational Rights and Privacy Act
 1681-1688 Title IX, discrimination

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy
 106.1-106.71 Nondiscrimination on the basis of sex in education programs

Board of Trustees

October 25, 2001

References Reviewed: November 2003

Revised: November 5, 2019

Revised: Pending

A

SEXUAL HARASSMENT, STUDENTS**8708**

AR 8708

Students – Sexual Harassment

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a student was subjected to one or more of the following forms of sexual harassment:

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking, on the basis of sex, as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints shall be investigated and responded to pursuant to BP 91200 - Uniform Complaint Procedures.

Filing a Complaint

A report of sexual harassment shall be submitted directly to or forwarded to the District's Title IX Coordinator:

Program Administrator, Attendance and Safety
501 N. Crescent Way / P.O. Box 3520
Anaheim, CA 92803
Phone: 714 999-1252
saldana_j@auhsd.us

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the process for filing a formal complaint.

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations in which a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations. In such cases, the alleged victim is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district.

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not

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constitute sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint that did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint.

Upon dismissal, the Title IX Coordinator shall promptly, and simultaneously to the parties, send written notice of the dismissal and the reasons for the dismissal.

If a complaint is dismissed on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30, the conduct may still be addressed pursuant to BP/AR 91200 - Uniform Complaint Procedures as applicable.

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, even if a formal complaint is not filed, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures which are non-disciplinary, non-punitive, and do not unreasonably burden the other party. Such measures may include, but are not limited to, counseling, course-related adjustments, modifications of class schedules, mutual restrictions on contact, increased security, and monitoring of certain areas of the campus. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures.

Emergency Removal from School

On an emergency basis, the district may remove a student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973.

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint.

The district may facilitate an informal resolution process provided that the district:

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1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Formal Complaint Process / Investigation

The Superintendent or designee shall ensure that the Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such persons receive training in accordance with 34 CFR 106.45.

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following:

1. The district's Title IX complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, the district investigates allegations about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.
3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

During the investigation process, the district shall:

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1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence
2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence that is directly related to the allegations raised in the complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response
9. After sending the investigative report to the parties and before a decision-maker reaches a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

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The district shall maintain confidentiality and/or privacy rights of all parties to the complaint in accordance with applicable state and federal laws, except as may be permitted or required to carry out the Title IX complaint process.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter. The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct.

The written decision shall be issued within 45 calendar days of the receipt of the complaint. However, the district may extend the timeline for good cause with written notice to the complainant and respondent of the extension and the reasons for the action.

The district shall use the “preponderance of the evidence” standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. The written decision shall include the following:

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district’s code of conduct to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district’s educational program or activity will be provided by the district to the complainant
6. The district’s procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the district’s decision or dismissal of a formal complaint or any allegation

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in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall:

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 5 school days of receiving the determination, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights.

A written decision shall be provided to the parties within 7 school days from the receipt of the appeal.

Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include, but are not limited to, the same individualized services described above in the section "Supportive Measures," but need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

Corrective/Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent for engaging in sexual harassment, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made.

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall

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recommend expulsion.

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education of the student regarding the impact of the conduct on others
4. Positive behavior support
5. Referral of the student to a student success team
6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain for a period of seven years a record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, any appeal or informal resolution and the results therefrom, and responses made pursuant to 34 CFR 106.44.

The Superintendent or designee shall also maintain for a period of seven years all materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.

Legal Reference:**EDUCATION CODE**

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48985 Notices, report, statements and records in primary language

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

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GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1092 Definition of sexual assault

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 34

12291 Definition of dating violence, domestic violence, and stalking

UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

106.1-106.82 Nondiscrimination on the basis of sex in education programs

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130

Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736

Davis v. Monroe County Board of Education, (1999) 526 U.S. 629

Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274

Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473

Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Q&A on Campus Sexual Misconduct, September 2017

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

SEXUAL HARASSMENT, STUDENTS**8708**

WEB SITES

CSBA: <http://www.csba.org>California Department of Education: <http://www.cde.ca.gov>U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

SEXUAL HARASSMENT – EMPLOYEES AND APPLICANTS**6106**

The Board of Trustees prohibits sexual harassment, as a form of sex discrimination, of district employees and job applicants. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify, or otherwise participate in the complaint process established pursuant to this policy and accompanying regulation. This policy shall apply to all district employees and, when applicable, to applicants, interns, and volunteers.

The district will not tolerate or condone any type of unlawful harassment. It is the policy of the district to provide a workplace and working environment in which harassment based on actual or perceived sex, sexual orientation, marital, family, or parenting status, gender, gender identity, gender expression, or any other legally protected characteristic, is not permitted. It shall be the responsibility of each administrator, manager, and supervisor to ensure the work environment is free of such harassment and that all employees are aware of the district's policies and regulations regarding harassment.

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, volunteer, intern, or student, is in violation of this policy and is subject to disciplinary action, up to and including dismissal. Employees are personally liable for any harassment perpetrated by them. Any district employee who has a sexual relationship with any student is subject to disciplinary action, up to and including, dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of law relating to child abuse.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation;
2. Publicizing and disseminating the district's sexual harassment policy to staff;
3. Ensuring prompt, thorough, and fair investigation of complaints; and
4. Taking timely and appropriate corrective/remedial action(s), which may include interim separation of the complainant and the alleged harasser and subsequent monitoring of developments.

Any district employee who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, student, job applicant, intern, or volunteer shall immediately report the incident to his/her supervisor, the principal, district administrator, or the Assistant Superintendent, Human Resources.

For complaints of this nature made against the superintendent, refer to Board Policy 91204.

SEXUAL HARASSMENT – EMPLOYEES AND APPLICANTS**6106**

An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

A supervisor, principal, or other district administrator who receives a harassment complaint shall report complaints to the Title IX Coordinator who will immediately log the complaint and shall ensure that the complaint is appropriately investigated.

Director, Human Resources
501 N. Crescent Way / P.O. Box 3520
Anaheim, CA 92803
Phone: 714 999-1252
ray_r@auhsd.us

Complaints of sexual harassment will be processed in accordance with AR 6106.

The district prohibits retaliatory behavior against any complaint or any participant in the sexual harassment complaint process. All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation, take subsequent remedial action, conduct ongoing monitoring, or as required by law. (2 CCR 11023) Individuals involved in the investigation of such a complaint, shall not discuss the allegations or investigation-related information outside the investigation process.

The district encourages complainants to file their alleged complaints of sexual harassment with the district. However, complainants are not prohibited from submitting their complaint(s) directly to the Department of Fair Employment and Housing (DFEH). The address and telephone number of the local office of the DFEH is as follows:

Department of Fair Employment and Housing Commission
320 West 4th Street, 10th Floor
Los Angeles, CA, 90013
213-439-6799

Legal Reference:

EDUCATION CODE

200-262.4	Prohibition of discrimination, including sexual harassment
44932	Grounds for dismissal, certificated employees
45302	Causes for disciplinary action, classified employees
44010	Sex offenses

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act

PENAL CODE

11165.1	Sexual abuse
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SEXUAL HARASSMENT – EMPLOYEES AND APPLICANTS

6106

UNITED STATES CODE, Annotated, TITLE 42

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

UNITED STATES CODE, Annotated, TITLE 20

Section 1681 et seq. Title IX of the Education Amendments Act of 1972

Board of Trustees

June 27, 2000

Revised: October 4, 2001

Revised: March 7, 2002

Revised: December 13, 2018

Revised: Pending

SEXUAL HARASSMENT – EMPLOYEES AND APPLICANTS**6106-R**

AR 8708

Personnel – Title IX Complaint Procedures

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 alleging that a district employee was subjected to one or more of the following forms of sexual harassment:

1. A district employee conditioning the provision of a district aid, benefit, or service on a person's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking, on the basis of sex, as defined in 20 USC 1092 or 34 USC 12291

All other sexual harassment complaints shall be investigated and responded to pursuant to Board Policy 91204, Complaints Concerning District Employees.

Filing a Complaint

A report of sexual harassment shall be submitted directly to or forwarded to the district's Title IX Coordinator:

Director, Human Resources
501 N. Crescent Way / P.O. Box 3520
Anaheim, CA 92803
Phone: 714 999-1252
ray_r@auhsd.us

Upon receiving such a report, the Title IX Coordinator shall inform the complainant of the process for filing a formal complaint.

Even if the alleged victim chooses not to file a formal complaint, the Title IX Coordinator shall file a formal complaint in situations in which a safety threat exists. In addition, the Title IX Coordinator may file a formal complaint in other situations as permitted under the Title IX regulations. In such cases, the alleged victim is not a party to the case, but will receive notices as required by the Title IX regulations at specific points in the complaint process.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX Coordinator in person, by mail, by email, or by any other method authorized by the district.

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute

SEXUAL HARASSMENT – EMPLOYEES AND APPLICANTS**6106-R**

sexual harassment as defined in 34 CFR 106.30 even if proved. The Title IX Coordinator shall also dismiss any complaint that did not occur in the district's education program or activity or did not occur against a person in the United States, and may dismiss a formal complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint.

Upon dismissal, the Title IX Coordinator shall promptly, and simultaneously to the parties, send written notice of the dismissal and the reasons for the dismissal.

If a complaint is dismissed on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30, the conduct may still be addressed pursuant to AR 4030 - Nondiscrimination in Employment as applicable.

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, even if a formal complaint is not filed, the Title IX Coordinator shall promptly contact the complainant to discuss the availability of supportive measures which are non-disciplinary, non-punitive, and do not unreasonably burden the other party. Such measures may include, but are not limited to, counseling, extensions of deadlines, modifications of work schedules, mutual restrictions on contact, changes in work locations, leaves of absence, increased security, and monitoring of certain areas of the campus. The Title IX Coordinator shall consider the complainant's wishes with respect to supportive measures.

Emergency Removal

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process.

If the respondent is a student, the district may, on an emergency basis, remove the student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student does not modify a student's rights under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint.

The district may facilitate an informal resolution process provided that the district:

SEXUAL HARASSMENT – EMPLOYEES AND APPLICANTS**6106-R**

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process

Formal Complaint Process / Investigation

The Superintendent or designee shall ensure that the Title IX Coordinator, investigator, decision-maker, or a facilitator of an informal resolution process does not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent, and that such persons receive training in accordance with 34 CFR 106.45.

If a formal complaint is filed, the Title IX Coordinator shall provide the known parties with written notice of the following:

1. The district's Title IX complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview.

If, during the course of the investigation, the district investigates allegations about the complainant or respondent that are not included in the initial notice, the Title IX Coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. The opportunity for the parties to have an advisor of their choice who may be, but is not required to be, an attorney, and the ability to inspect and review evidence
5. The prohibition against knowingly making false statements or knowingly submitting false information during the complaint process

During the investigation process, the district shall:

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence

SEXUAL HARASSMENT – EMPLOYEES AND APPLICANTS**6106-R**

2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, the evidence that is directly related to the allegations raised in the complaint, and provide the parties at least 10 calendar days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response
9. After sending the investigative report to the parties and before a decision-maker reaches a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

The district shall maintain confidentiality and/or privacy rights of all parties to the complaint in accordance with applicable state and federal laws, except as may be permitted or required to carry out the Title IX complaint process.

SEXUAL HARASSMENT – EMPLOYEES AND APPLICANTS**6106-R**

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The Superintendent shall designate an employee as the decision-maker to determine responsibility for the alleged conduct, who shall not be the Title IX Coordinator or a person involved in the investigation of the matter.

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. The written decision shall be issued within 45 calendar days of the receipt of the complaint. However, this timeline may be extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action.

The district shall use the “preponderance of the evidence” standard for all formal complaints of sexual harassment.

The written decision shall include the following:

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district’s code of conduct to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district’s educational program or activity will be provided by the district to the complainant
6. The district’s procedures and permissible bases for the complainant and respondent to appeal

Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence

SEXUAL HARASSMENT – EMPLOYEES AND APPLICANTS**6106-R**

is available that could affect the outcome, or a conflict of interest or bias by the Title IX Coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall:

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 5 school days of receiving the determination, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. Either party has the right to file a complaint with the U.S. Equal Employment Opportunity Commission.

A written decision shall be provided to the parties within 7 school days from the receipt of the appeal.

Remedies / Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made.

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

Record-Keeping

The Superintendent or designee shall maintain for a period of seven years a record of all reported cases and Title IX investigations of sexual harassment, any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, any appeal or informal resolution and the results therefrom,

SEXUAL HARASSMENT – EMPLOYEES AND APPLICANTS**6106-R**

and responses made pursuant to 34 CFR 106.44.

The Superintendent or designee shall also maintain for a period of seven years all materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48985 Notices, report, statements and records in primary language

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1092 Definition of sexual assault

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 34

12291 Definition of dating violence, domestic violence, and stalking

UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

106.1-106.82 Nondiscrimination on the basis of sex in education programs

SEXUAL HARASSMENT – EMPLOYEES AND APPLICANTS**6106-R****COURT DECISIONS**

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:**WEB SITES**

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

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

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Board of Trustees

March 7, 2002

Revised: December 13, 2018

Revised: Pending

REASONABLE ACCOMMODATION**6201.02****Purpose**

The Board of Trustees is supportive of the Americans with Disabilities Act (ADA). Applicants and employees with disabilities will be given the same consideration for employment/promotion that individuals without disabilities are given. An individual who can perform the essential duties of the position, with or without accommodation will not be denied an opportunity to apply for employment/promotional opportunities due to the fact that the individual is disabled as defined by the ADA. In accordance with the ADA, the District does not discriminate against qualified individuals with disabilities in regard to job application procedures, hiring, advancement, training, compensation, benefits or discharge.

Definitions

Disability, with respect to an individual, is defined as any of the following:

1. A physical or mental impairment that limits one or more of the major life activities;
2. A record of such an impairment; or
3. Being regarded as having such an impairment.

Limits shall be determined without regard to mitigating measures such as medications, assistive devices, prosthetics, or reasonable accommodations, unless the mitigating measure itself limits a major life activity.

Essential functions are the fundamental job duties of the position the individual with a disability holds or desires.

Reasonable accommodation means:

1. For a qualified job applicant with a disability, modifications or adjustments to the job application process that enable him/her to be considered for the position he/she desires.
2. For a qualified employee with a disability, modifications or adjustments to the work environment, or to the manner or circumstances under which the position the employee holds or desires is customarily performed, that enable him/her to perform the essential functions of that position or to enjoy equal benefits and privileges of employment as are enjoyed by the District's other similarly situated employees without disabilities.

Qualified individual with a disability means a job applicant or employee with a disability who:

1. Satisfies the requisite skill, experience, education, and other job-related requirements of the employment position he/she holds or desires;
2. Can perform the essential functions of the position with or without reasonable accommodation; and

3. Would not pose a significant risk of substantial harm, which cannot be eliminated or reduced by reasonable accommodation, to himself/herself or others in the job he/she holds or desires

Reasonable Accommodations

Except when undue hardship would result to the District, the Superintendent or designee shall provide reasonable accommodation:

1. In the job application process, to any qualified job applicant with a disability; and
2. To enable any qualified employee with a disability to perform the essential functions of the position he/she holds or desires to hold or to enjoy equal benefits or other terms, conditions, and privileges of employment as other similarly situated employees without disabilities

When requesting reasonable accommodation for the hiring process, an applicant shall inform the District's Human Resources Department that he/she will need a reasonable accommodation during the process.

When requesting reasonable accommodation, an employee or his/her representative shall inform the employee's supervisor that he/she needs a change at work for a reason related to a medical condition. The supervisor shall inform the District's Human Resources Department of the request as soon as practicable.

When the disability or the need for accommodation is not obvious, the Human Resources Department may ask the individual to supply reasonable documentation about his/her disability including information about the employee's condition, the employee's functional limitations, and the need for reasonable accommodation. The employee may be asked to sign a limited release allowing the Human Resources Department to submit a list of specific questions to his/her health care or vocational professional.

The District shall take steps to ensure the confidentiality of information related to medical conditions or history but may notify the employee's supervisor of any reasonable accommodation granted the employee and may notify first aid and safety personnel when the employee's disability may require emergency treatment.

Granting Reasonable Accommodation

Upon receiving a request, for reasonable accommodation from a qualified individual with a disability, the Human Resources Department shall:

1. Determine the essential functions of the job involved;
2. Engage in an informal, interactive process with the individual to review the request for accommodation, identify the precise limitations resulting from the disability, identify potential accommodations, and assess their effectiveness; and

3. If appropriate, develop a plan for reasonable accommodation which will enable the individual to perform the essential functions of the job or gain equal access to a benefit or privilege of employment without imposing undue hardship on the District

Lactation Accommodation

The Governing Board recognizes the immediate and long-term health advantages of breastfeeding for infants and mothers and desires to provide a supportive environment for any district employee to express milk for her infant child upon her return to work following the birth of the child. The Board prohibits discrimination, harassment, and/or retaliation against any district employee who chooses to express breast milk for her infant child while at work. Employees are encouraged to notify their supervisor or other appropriate personnel in advance of their intent to make use of the accommodations offered for employees who are nursing mothers. As needed, the supervisor shall work with the employee to address arrangements and scheduling in order to ensure that the employee's essential job duties are covered during the break time.

The District shall provide reasonable accommodations to an employee who has a need to express breast milk for her infant child in accordance with Labor Code sections 1030-1033. Lactation accommodations may be denied only in limited circumstances in accordance with law. Before an employee's supervisor makes a determination to deny lactation accommodations, he/she shall consult the Superintendent or designee. In any case in which lactation accommodations are denied, the Superintendent or designee shall document the options that were considered and the reasons for denying the accommodations.

Complaint / Appeal

The District designates the Assistant Superintendent of Human Resources as the coordinator of its efforts to comply with the ADA and to investigate any and all related complaints.

Any qualified individual with a disability who is not satisfied with the decision of the Human Resources Department or with the compliance with the procedures outlined in this policy may make a complaint in accordance with Board Policy 6213, Board Policy 91200, Board Policy 91204, as applicable.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

CIVIL CODE

43.3 Right of mothers to breastfeed in any public or private location

51 Unruh Civil Rights Act

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act

12940 Discriminatory employment practices

12945 Discrimination based on pregnancy, childbirth, or related medical conditions

LABOR CODE

1030-1033 Lactation accommodation

CODE OF REGULATIONS, TITLE 2

7291.2-7291.16 Sex discrimination; pregnancy and related medical conditions

UNITED STATES CODE, TITLE 29

207 Fair Labor Standards Act; lactation accommodation

701-794e Vocational Rehabilitation Act

UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 Genetic Information Nondiscrimination Act of 2008

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act, especially:

35.107 Designation of employee

36.101-36.608 Nondiscrimination on the basis of disability by public facilities

CODE OF FEDERAL REGULATIONS, TITLE 29

1630.2 Definitions

Board of Trustees

May 1995

Revised: Pending

P

**AMENDMENT 1
TO
MASTER SERVICE AGREEMENT
BETWEEN
BENEFIT AND RISK MANAGEMENT SERVICES, INC.
AND
ANAHEIM UNION HIGH SCHOOL DISTRICT**

This Amendment 1 (the "Amendment") to the Master Service Agreement by and between Anaheim Union High School District ("Employer") having its principal place of business at 501 North Crescent Way, Anaheim, CA 92801 and Benefit and Risk Management Services, Inc. ("BRMS"), a privately held corporation registered in the State of California, having its principal place of business at 80 Iron Point Circle, Suite 200, Folsom, California, 95630, is entered into as of January 1, 2021 (the "Effective Date"). Unless expressly provided for herein, capitalized terms not otherwise defined herein have the meanings specified in the Agreement.

WHEREAS, Employer and BRMS have previously entered into the Master Service Agreement with an Effective Date of January 1, 2018 (the "Agreement");

NOW WHEREFORE, the parties agree to amend the Agreement as follows:

Run Out Claims. The Employer and BRMS mutually agree that BRMS will continue to process run out Claims. The terms of the Agreement shall continue to apply insofar as applicable for the run out period. Such Services shall be provided for a fee to be determined on the basis of the following:

- i. Employer shall pay to BRMS \$15.00 per processed claim fee for twelve (12) months following the termination date. Following the initial twelve (12) months, BRMS will process claims up to three (3) years at a rate of \$75 per hour with a minimum of one (1) hour to be charged per claim. BRMS will invoice Employer monthly for the claims processed and payment shall be due upon invoice due date.
- ii. A standard report package, in BRMS's standard electronic format, will be available once prior to the termination date and again up to ninety (90) days after the termination date. This report package shall include a onetime deductible and coinsurance accumulator report, a lifetime maximum report, and a current enrollment report. All other requested reports or ongoing electronic files shall be available for a fee of \$125.00 per hour to develop and/or run the report with a minimum of one (1) hour being charged per report. Furthermore, access to BRMS analytics will be shut off December 31, 2020. Analytics reports can be provided for the above mentioned per hour fee.
- iii. Vbas View Only Access will be available at Employer's request for the initial twelve (12) months. Thereafter, Vbas View Only Access will be available for \$2,500 per month. Vbas system maintenance requested by Employer will be charged at a rate of \$125.00 per hour.
- iv. Failure of Customer to timely fund claims upon request by BRMS and/or pay all fees due to BRMS pursuant to the Agreement and this Addendum will result in immediate suspension of run-out administration without notice or reinstatement, and BRMS shall have no further liability or obligation to process any claims for Employer.
- v. The terms and conditions of the Agreement governing administration of claims shall continue to apply during the run-out period. Employer acknowledges that the run-out

services described in this Addendum do not include services provided by third party vendors pursuant to the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed. Each party warrants and represents that its respective signatory whose signature appears below has been and is on the date of signature duly authorized to execute this Amendment.

BENEFIT & RISK MANAGEMENT SERVICES

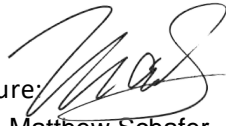
By:

Signature:

Name: Matthew Schafer

Title: CEO

Date: 09/24/2020



Anaheim Union High District

By:

Signature:

Name: Michael Matsuda

Title: Superintendent

Date:

CONFIDENTIAL

Third Party Claims Administration Agreement

Property & Liability and Student Accident Insurance Programs

THIS AGREEMENT made and entered into January 1, 2021 by and between **ANAHEIM UNION HIGH SCHOOL DISTRICT**, hereinafter called "DISTRICT" and Claim Retention Services Inc., hereinafter called "TPA".

WHEREAS, Government Code Section 53060 authorizes public agencies to contract with specially trained, experienced, and competent persons for the furnishing to said agencies of special services and advice in financial, economic, accounting, engineering, legal or administrative matters to pay said persons for said services and said advice;

WHEREAS, TPA is specially trained, experienced, and competent in administering Self-Insurance Service Programs;

WHEREAS, the DISTRICT desires to contract with TPA for the performance of professional services related to this program as more fully described herein.

NOW, THEREFORE, for and in consideration of the mutual obligations contained herein, and the performance of the acts hereinafter set forth, the parties hereto agree as follows:

I. GENERAL

- A. TPA agrees to supervise and administer the Property and Liability Claims Program for the DISTRICT and shall act as its representative in connection with the investigation, adjustment, processing, supervision and resolution of property damages and general liability, automobile liability and errors and omissions liability claims and potential claims for money damages asserted by third parties against the

DISTRICT which are premised upon allegations of negligent or careless acts or omissions or conduct for which the DISTRICT is alleged to be legally responsible.

TPA agrees to provide DISTRICT, during the term of this Agreement, all the services more particularly set forth hereinafter.

- B. In the performance of the services provided for herein, TPA shall use its best efforts without any guarantee as to the ultimate outcome of any claim adjusted, investigated, processed, supervised or resolved by TPA.

II. INVESTIGATIVE SERVICES

- A. TPA agrees to provide investigative services as follows:

1. Receipt and examination of all reports of accidents, incidents, claims or cases which are or may be the subject of such claims.
2. Initiate investigation of such accidents, incidents, claims or cases, where nature of the claim warrants such investigation or when requested by DISTRICT; such investigation to include contact with claimant, witnesses, employees of DISTRICT, and other such investigative services necessary to determine liability and damages, but not to include extraordinary professional services as set forth in subsection "B". DISTRICT shall make available to TPA all employees of DISTRICT who are witnesses to an incident or accident or who have knowledge of the event or incident which is the subject matter of the claim. If available, DISTRICT shall provide TPA with photographs and engineering drawings or other descriptive material of all conditions of DISTRICT property which are alleged to be

dangerous or that were damaged in the events which produce the claim under investigation.

The investigative facilities of TPA shall be limited in scope and directed at determining the probable liability or lack thereof of DISTRICT. All additional investigations that may be required shall be construed as extraordinary professional services as set forth in subsection "B" herein.

B. Allocated Expenses and Additional Investigative Expenses:

DISTRICT agrees to pay for the cost of extraordinary investigative services where expert and professional assistance is required, such as professional photography, laboratory services, property damage appraisals, taking statements from witnesses away from the premises of TPA, on-site investigation, copying material and other records, trial preparation and professional engineering services including, but not limited to, map preparation, accident reconstruction, material analysis and premises evaluation.

III. ADJUSTMENT SERVICES

TPA agrees to provide complete adjustment services on each accident or incident which is or may be the subject of a property or liability claim. Such services shall include:

- A. The maintenance of a file on each potential or actual claim reported to TPA,
- B. Periodic review and adjustment of reserves on all open claims.
- C. Whenever investigation results in a determination that DISTRICT sustained a liability to a third party, TPA shall process any such claim or potential claim for settlement in accordance with instructions and policies of DISTRICT for settlement

of such claims.

- D. Notification of DISTRICT'S primary and excess coverage providers of all claims which exceed DISTRICT'S retention and maintenance of liaison between the coverage providers and the DISTRICT on matters affecting the adjustment of such claims and seek reimbursements for loss in excess of retention or deductible.
- E. Subrogation on the DISTRICT'S behalf against any party responsible or partially responsible for loss incurred by DISTRICT.
- F. Recommendation of rejection of claims when appropriate pursuant to relevant provisions of Title 1, Division 3.6, Part 3, Chapter 2, of the Government Code of the State of California.
- G. Obtain Release Agreements on settlements of any claims or potential claims as appropriate, unless district requests otherwise.

IV. ADMINISTRATIVE SERVICES

TPA agrees to provide the following administrative services:

- A. Provide DISTRICT, during the term of this Agreement, a tabulated Monthly Status Report on all active claims during the term of this Agreement, indicating the status of each reported claim assigned to TPA, the details of each claim, the payments during the month and the reserve status upon request.
- B. Establish a bank account from which claims are paid. The TPA will provide copies of checks and a machine-tabulated account of all such expenditures. The DISTRICT will reimburse said account on a monthly basis in the amount the account is depleted.

V. ASSIGNMENT

TPA shall not assign or delegate this Agreement, nor any part thereof, without the DISTRICT'S consent.

VI. PERIOD OF AGREEMENT

This Agreement is for a period of 24 months commencing at 12:01 A.M., January 1, 2021, and ending midnight, December 31, 2022. Thereafter, it is the intention of the parties to continue this Agreement in full force and effect, subject to annual renegotiation of Section VII hereunder ("CONSIDERATION"), unless and until this Agreement is terminated by either party as hereinafter provided.

VII. CONSIDERATION

In consideration for services rendered for the Property and Liability program, DISTRICT agrees to pay TPA a fixed rate fee for the claims which occur within the self insured retention of the District in the amount of Twenty four thousand dollars, (\$24,000) per year. Claim activity beyond the self insured retention will be billed to the DISTRICT on a time and expense basis and then reimbursement will be requested on behalf of the DISTRICT by the TPA from the excess joint power authority. This fee includes the adjustment of claims (run off) of the current claims administrator and the newly reported claims anticipated over the term of this agreement.

The annual fee is due and payable January 1, 2021 and January 1, 2022, upon receipt of invoice.

For TPA services beyond the self insured retention and investigative allocated loss expenses outlined in Section II INVESTIGATIVE SERVICES B., Allocated Expenses and Additional Investigative Expenses, the TPA charges \$80 dollars per hour, .50 cents per mile and \$2 dollars per photograph.

In consideration for services rendered for the Student Accident Insurance Program, DISTRICT agrees to pay TPA \$80 per hour on a time and expense basis for the term of this contract. This fee is for newly reported claims over the term of this agreement. The yearly fee shall not exceed three thousand dollars (\$3,000).

VIII. CANCELLATION OF AGREEMENT

This Agreement may be terminated by either party giving notice to the other, in writing, of the intention to cancel this Agreement at least sixty (60) days prior to the date of termination.

IX. DISPOSITION OF FILES ON TERMINATION OF AGREEMENT

- A. All files on each claim shall be the property of DISTRICT.
- B. In the event of termination or cancellation of the Agreement, TPA shall return all files to DISTRICT unless DISTRICT requests TPA to continue to process any file(s), which file(s) TPA will continue to process on a fee basis as negotiated.

X. HOLD HARMLESS

- A. TPA agrees to defend any legal action commenced against DISTRICT caused

directly or indirectly by wrongful or negligent acts of TPA'S officers, employees, agents or others engaged by TPA; and indemnify DISTRICT against any liability, loss, cost, or damage, including attorneys' fees, resulting therefrom.

- B. DISTRICT agrees to defend any legal action commenced against TPA caused directly or indirectly by wrongful or negligent acts of officers, employees, agents or others engaged by DISTRICT; and indemnify TPA against any liability, loss, cost or damage, including attorneys' fees resulting therefrom.

XI. INDEPENDENT CONTRACTOR

In the performance of the agreed service to DISTRICT, TPA is an independent contractor, not an employee, and DISTRICT will not provide or pay for, any benefits normally furnished to employees of DISTRICT, including but not limited to Workers' Compensation Insurance coverage, liability insurance coverage, health and accident insurance coverage, disability insurance coverage, unemployment insurance coverage or retirement benefits.

ANAHEIM UNION HIGH SCHOOL DISTRICT

BY: _____

Michael Matusda, Superintendent

DATE APPROVED: _____

BY: _____

CLAIM RETENTION SERVICES, INC.

Neil Butterbaugh, President

**SECOND
AMENDMENT TO THE AGREEMENT
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
GHATAODE BANNON ARCHITECTS**

This Amendment Agreement is made and entered into this 20th day of November, 2020 (“Effective Date”), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92801 (“District”), and **Ghataode Bannon Architects**, 760 W. 16th Street, Unit B, Costa Mesa, California 92627 (“Architect”), for architectural and engineering design services.

WHEREAS, the District and Architect entered into an agreement on July 17, 2015, setting forth the terms and conditions under which the Architect would perform professional architectural and engineering design services (“Agreement”), in connection with the District’s facilities and maintenance projects requiring architectural and engineering design services (“Project” or “Projects”);

WHEREAS, the District and Consultant subsequently agreed to amend the Agreement by vote of the Board of Trustees on September 13, 2018;

WHEREAS, the term of the Agreement is from July 17, 2015 to July 17, 2020;

WHEREAS, the scope of services under the Agreement have expanded due to additional Projects;

WHEREAS, the District and Architect desire to amend the Agreement;

NOW, THEREFORE, District and Architect hereby agree to modify the Agreement with the following:

1. The term of this Agreement shall be extended until June 30, 2021. Neither District nor Consultant shall have any obligations to the other after June 30, 2021 unless and until a written extension agreement is entered into between the parties.
2. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF, this Amendment Agreement entered into as of the day and year first written above.

DISTRICT:

Anaheim Union High School District

ARCHITECT:

Ghataode Bannon Architects

Michael B. Matsuda
Superintendent

Sushila Ghataode
Partner

**SECOND
AMENDMENT TO THE AGREEMENT
BETWEEN THE
ANAHEIM UNION HIGH SCHOOL DISTRICT
AND
PERKINS EASTMAN ARCHITECTS, DPC**

This Amendment Agreement is made and entered into this 20th day of November, 2020 (“Effective Date”), by and between the **Anaheim Union High School District**, 501 Crescent Way, Anaheim, California 92801 (“District”), and **Perkins Eastman Architects, DPC**, 3194 D Airport Loop Drive, Costa Mesa, California 92626 (“Architect”), for architectural and engineering design services.

WHEREAS, the District and Architect entered into an agreement on July 17, 2015, setting forth the terms and conditions under which the Architect would perform professional architectural and engineering design services (“Agreement”), in connection with the District’s facilities and maintenance projects requiring architectural and engineering design services (“Project” or “Projects”);

WHEREAS, the District and Consultant subsequently agreed to amend the Agreement by vote of the Board of Trustees on December 13, 2018;

WHEREAS, the term of the Agreement is from July 17, 2015 to July 17, 2020;

WHEREAS, the scope of services under the Agreement have expanded due to additional Projects;

WHEREAS, the District and Architect desire to amend the Agreement;

NOW, THEREFORE, District and Architect hereby agree to modify the Agreement with the following:

1. The term of this Agreement shall be extended until June 30, 2021. Neither District nor Consultant shall have any obligations to the other after June 30, 2021 unless and until a written extension agreement is entered into between the parties.
2. All other terms and conditions of the Agreement shall remain in force.

IN WITNESS WHEREOF, this Amendment Agreement entered into as of the day and year first written above.

DISTRICT:

Anaheim Union High School District

ARCHITECT:

Perkins Eastman Architects, DPC

Michael B. Matsuda
Superintendent

Brian Paul Dougherty, FAIA
Partner

Bid 2020-18

CHANGE ORDER NO.

(Deductive)

PROJECT: Bid #2020-18 Orangeview Junior High School NEW Marquee

TO: JM & M Contractors

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE:

- Work Order 001 – DEDUCT (\$6,431.00)

COST (This cost shall be deleted.):

Original contract price:	\$	97,690.00
Change Order amount:	\$	(6,431.00)
New contract price:	\$	<u>91,259.00</u>

TIME FOR COMPLETION:

Original completion date:	<u>65 Consecutive Calendar Days</u>
Time for completion of	
Change Order:	<u>No Change</u>
New completion date:	<u>No Change</u>

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

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

(continued on next page)

Bid 2020-18

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

CONTRACTOR

By: Joseph M Vargas
Signature

Joseph M Vargas
Print Name

Owner
Title

11/03/2020
Date

DISTRICT

By: _____
Signature

Michael Matsuda
Print Name

Superintendent
Title

Date



Facilities Planning, Design and Construction
501 Crescent Way ~ P.O. Box 3520
Anaheim, CA 92803-3520
Tel: 714.999.3505 Fax: 714.520.5741

Project Name: Orangeview JHS New Marquee
Project Number: 2020-18

P.O. #: P64A0064
DSA #: 04-119202

Work Order

To: JM & J Contractors
1500 Mesa Verde Dr., E B225
Costa Mesa, CA 92626

Work Order # 001

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

1. Rework sprinkler lines and adjust sprinklers at the new marquee structure - ADD \$ 3,569.00
 2. Credit back unused allowance- DEDUCT <\$10,000.00>
- TOTAL DEDUCT <\$ 6,431.00>

Not Valid until signed by the Owner.

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, on the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and /or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

COST:

- ☒ Lump Sum <\$6,431.00> ☐ Not to Exceed _____
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- ☐ Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- ☐ In accordance with contract unit prices

TIME:

- ☒ No Change ☐ Impact unknown at this time ☐ Impact to contract completion date is estimated at _____ days
- ☐ Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. _____ days _____)
- The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Superintendent Michael Matsuda		10/22/2020
AUHSD Patricia Neely		10/21/2020
Contractor		October 19, 2020
Architect		10/21/2020
Project Manager		10/20/2020
IOR	Rob Campbell	10/20/2020



Facilities Planning, Design and Construction, 501 Crescent Way, Anaheim, California 92803-5741

Change Order Proposal

School: Orangeview Jr. High

DSA Application No.: 04-119202

Project Name: New Marquee

Project No.: 2020-18

COP No.:	1
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Date:	October 15, 2020
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Reference RFIs:

Reference RFP / Bulletin No.:	
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DESCRIPTION: (Contractor to provide detailed narrative of Change Order Proposal work, attach additional pages as required)

Subcontractor Costs (used when work is subcontracted)

Subcontractor	Description		Material	Labor	Totals
---------------	-------------	--	----------	-------	--------

Subtotals

Subcontractor OH and Profit (15%)

Subcontractor Subtotal

Contractor OH and Profit (5%)

Contractor/Subcontractor Subtotal

Contractor Bond (1%)

Subcontractor Total + Contractor Mark-ups

Contractor Costs (used when work is self-performed)

Contactor		Description		Material	Labor	Totals
-----------	--	-------------	--	----------	-------	--------

JM & J Contractors	Re configure existing	500.00	2573.00	3073.00
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Sprinkler system as not to

Spray on New Marquee

	Subtot
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Subtotals

Contractor OH and Profit (15%)

Contractor totals	\$ 3,534.00
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Contractor Bond (1%)	35.00
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TOTAL COSTS FOR COP No. 01	\$ (3,569.00
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Contractor Time

TOTAL TIME FOR COP No. 0	days
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Contractor: JM & J Contractors

Submitted by Joseph M Vargas

Date October 14, 2020

District Approval: _____

Signature

Date _____

10/15/20

Bid 2021-02

CHANGE ORDER NO. 1

(Deductive)

PROJECT: Bid #2021-02 Trident Ed. Center Healthy Smiles Site Improvements

TO: IVL Contractors

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE: _

- Work Order 001 – DEDUCT (\$3,050.00)

COST (This cost shall be deleted.):

Original contract price:	\$ 64,440.00
Change Order amount:	\$ (3,050.00)
New contract price:	<u>\$ 61,390.00</u>

TIME FOR COMPLETION:

Original completion date:	<u>48 Consecutive Calendar Days</u>
Time for completion of	
Change Order:	<u>0 days</u>
New completion date:	<u>48 Consecutive Calendar Days</u>

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

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

(continued on next page)



Facilities Planning, Design and Construction
501 Crescent Way ~ P.O. Box 3520
Anaheim, CA 92803-3520
Tel: 714.999.5454 Fax: 714.520.5741

Project Name: Trident Ed. Center Healthy Smiles
Trailer Site Improvements
Project Number: 2021-02

P.O. #

DSA #: N/A

Work Order

To: IYL Contractors, Inc.
P.O. Box 866
Rialto, CA 92377

Work Order # 01 _____

You are directed to make the following changes in the contract. All work shall be performed subject to all the conditions as contained in our Contract above as fully as if same were repeated in this Work Order. This Work Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs, excluding those identified herein.

- | | | |
|--|--------------|---------------|
| 1. Install additional gate valve in a concrete box. Seal coat additional 262 sq. ft. of existing asphalt | ADD | \$ 1,950.00 |
| 2. Provide credit for unused allowance | DEDUCT | <\$ 5,000.00> |
| | TOTAL DEDUCT | <\$ 3,050.00> |

Not Valid until signed by the Owner.

Contractor agrees to furnish all labor and materials and perform all of the above-described Work in accordance with applicable sections of the Contract Documents. The amount of the charges (if applicable) under the Work Order is limited to \$100,000.00. The adjustment in Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Work Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in Work covered by this Work Order unless otherwise provided in this Work Order.

COST:

- ☒ Lump Sum <\$ 3,050.00> ☐ Not to Exceed _____
- ☐ Time and Materials. Submit daily time and material equipment documentation on TIME & MATERIAL DAILY EXTRA WORK REPORT forms
- ☐ Submit quotations promptly for the work described above. The cost of the work will be determined from the CHANGE ORDER PROPOSAL subject to review, and will be resolved to be mutually agreeable.
- ☐ In accordance with contract unit prices

TIME:

- ☒ No Change ☐ Impact unknown at this time ☐ Impact to contract completion date is estimated at _____ days
- ☐ Will not change completion date but is expected to impact durations of specific CPM activities. (Activity Nos. _____ days _____)

The contractor will create activities in the Contractor's Detailed Construction Schedule immediately following approval of this Work Order showing the impact of this work. These activities will be reviewed and approved in accordance with the contractor's weekly and monthly schedule submittals.

	Signature	Date
AUHSD Superintendent Michael Matsuda		11/3/2020
AUHSD Patricia Neely		11/2/2020
Contractor		10/30/20
Architect		10/30/2020
Project Manager		10/30/2020
IOR		10/30/2020

Friday, October 30, 2020.



Facilities Planning, Design and Construction, 501 Crescent Way, Anaheim, California 92803-5741

Change Order Proposal

Project Name: Healthy Smiles Trailer Site Improvements
Project No.: 2021-02

School: Trident Ed. Center

DSA Application No.: N/A

Architect: AUHSD
Project Manager: Ves Ninov
Contractor: IVL Contractors, Inc.

COP No.: 1
Date: 10/29/2020
Reference RFIs: N/A
Reference RFP / Bulletin No.: N/A

DESCRIPTION: Seal coat and gate valve at Trident Education Center

Subcontractor Costs (used when work is subcontracted)

Subcontractor	Description	Material	Labor	Totals
N/A				

Subtotals

Subcontractor OH and Profit (15%)

Subcontractor Subtotal

Contractor OH and Profit (5%)

Contractor/Subcontractor Subtotal

Contractor Bond (1%)

Subcontractor Total + Contractor Mark-ups

Contractor Costs (used when work is self-performed)

Contractor	Description	Material	Labor	Totals
IVL	Installation of 1 gate valve w/ concrete box &			\$1,950.00
	Installation of 262SF of seal coat			

Subtotals

Contractor OH and Profit (15%)

Contractor totals \$ 1,950

Contractor Bond (1%)

TOTAL COSTS FOR COP No. _____

Contractor Time

TOTAL TIME FOR COP No. _____ days

Contractor: IVL Contractors, Inc.

Submitted by _____

District Approval:

Signature _____

Date 10/29/20

Date 10/30/2020

10/29/2020

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

Quantity	Description
1	Camera
12	Chair
31	Computer
2	Computer Cart
8	Computer Desk
22	Chromebook
7	Document Camera
4	DVD Player
4	DVD/VCR Player
2	File Cabinet
3	Gas Range
13	Keyboard
9	Laptop
1	Laser Disk Player
7	Printer
25	Projector
1	Receiver
8	Remotes for Television/VCR
1	Server
1	Sewing Machine
6	Smartboard
3	Stove
19	Student Desk
5	Table Large
1	Table Round
7	Table Small
1	Table Square
6	Teacher Chair
4	Teacher Desk
10	Television
1	Television Converter
1	TV cart
1	Typewriter
3	VCR
6	Computer Table
1	Interactive White Board

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

Description	Quantity	Publication Date	General Condition	Reason For Disposition	Compliant Y/N
Accounting					
Century 21 Accounting 9c	2	Outdated	Fair	Obsolete	No To Be Sold
Century 21 Accounting 9th TE	2	Outdated	Fair	Obsolete	No To Be Sold
Century 21 Accounting Access	14	Outdated	Fair	Obsolete	No To Be Sold
Century 21 Accounting Tests	1	Outdated	Fair	Obsolete	No To Be Sold
Century 21 Accounting/Wraparound TE	2	Outdated	Fair	Obsolete	No To Be Sold
Anatomy					
Essentials of Anatomy and Physics	1	Outdated	Fair	Obsolete	No To Be Sold
Audio					
Audio Tape of Novels	1	Outdated	Fair	Obsolete	No To Be Sold
Biography					
The Accidental Asian: Notes of a Native Speaker	38	Outdated	Fair	Obsolete	No To Be Sold
Biology		Outdated	Fair	Obsolete	No To Be Sold
Biology	1	Outdated	Fair	Obsolete	No To Be Sold
Biology Transparencies Plus CD-Rom	1	Outdated	Fair	Obsolete	No To Be Sold
Biology: California Edition	10	Outdated	Fair	Obsolete	No To Be Sold
Modern Biology: Teaching Transparencies	3	Outdated	Fair	Obsolete	No To Be Sold
Standards Review Transparencies	3	Outdated	Fair	Obsolete	No To Be Sold
Braille					
Adventures Of Huck Finn	2	Outdated	Fair	Obsolete	No To Be Sold
AGS Algebra 2004	1	Outdated	Fair	Obsolete	No To Be Sold
AGS American Literature 1999	3	Outdated	Fair	Obsolete	No To Be Sold
AGS Economics	2	Outdated	Fair	Obsolete	No To Be Sold
AGS Exploring Literature 1999	1	Outdated	Fair	Obsolete	No To Be Sold
AGS US Government	1	Outdated	Fair	Obsolete	No To Be Sold
AGS World Geography 2001	24	Outdated	Fair	Obsolete	No To Be Sold
AGS World History	4	Outdated	Fair	Obsolete	No To Be Sold
Alas Babylon 1959	12	Outdated	Fair	Obsolete	No To Be Sold
Algebra & Trigonometry	11	Outdated	Fair	Obsolete	No To Be Sold
Algebra 1	10	Outdated	Fair	Obsolete	No To Be Sold
Algebra 2	21	Outdated	Fair	Obsolete	No To Be Sold

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

Algebra 2 Workbook	2	Outdated	Fair	Obsolete	No To Be Sold
Algebra 2001	6	Outdated	Fair	Obsolete	No To Be Sold
American Government	1	Outdated	Fair	Obsolete	No To Be Sold
AP Biology	11	Outdated	Fair	Obsolete	No To Be Sold
AP History The Way We Lived	1	Outdated	Fair	Obsolete	No To Be Sold
Assorted Novels	13	Outdated	Fair	Obsolete	No To Be Sold
Bon Voyage 2 (2005)	3	Outdated	Fair	Obsolete	No To Be Sold
Bon Voyage French 1	46	Outdated	Fair	Obsolete	No To Be Sold
Bon Voyage Lessons/Workbooks	6	Outdated	Fair	Obsolete	No To Be Sold
Braille Patterns	6	Outdated	Fair	Obsolete	No To Be Sold
CA Algebra 1	7	Outdated	Fair	Obsolete	No To Be Sold
CA Earth Science	1	Outdated	Fair	Obsolete	No To Be Sold
Corrective Reading Fast Cycle B1, Workbook	2	Outdated	Fair	Obsolete	No To Be Sold
Cry, The Beloved Country	7	Outdated	Fair	Obsolete	No To Be Sold
Cubes & Cube Roots	1	Outdated	Fair	Obsolete	No To Be Sold
Discovering Food & Nutrition	1	Outdated	Fair	Obsolete	No To Be Sold
Elements of Literature 4th Course	2	Outdated	Fair	Obsolete	No To Be Sold
Essentials Course Office 2000	1	Outdated	Fair	Obsolete	No To Be Sold
Fearons American Literature	2	Outdated	Fair	Obsolete	No To Be Sold
French Text LArt De Lire	1	Outdated	Fair	Obsolete	No To Be Sold
Geometry 2001	7	Outdated	Fair	Obsolete	No To Be Sold
Geometry 2007	88	Outdated	Fair	Obsolete	No To Be Sold
Glencoe Life Science	2	Outdated	Fair	Obsolete	No To Be Sold
Health	12	Outdated	Fair	Obsolete	No To Be Sold
History-The Revolution	1	Outdated	Fair	Obsolete	No To Be Sold
Holt Science Spectrum	3	Outdated	Fair	Obsolete	No To Be Sold
How Starbucks Saved my Life	1	Outdated	Fair	Obsolete	No To Be Sold
Integrated Math	1	Outdated	Fair	Obsolete	No To Be Sold
Integrated Math 1	1	Outdated	Fair	Obsolete	No To Be Sold
Language for Writing 2006	3	Outdated	Fair	Obsolete	No To Be Sold
Language for Writing Workbook	4	Outdated	Fair	Obsolete	No To Be Sold
Life Science Concepts & Challenges	1	Outdated	Fair	Obsolete	No To Be Sold
Life Science Concepts & Challenges 1998	2	Outdated	Fair	Obsolete	No To Be Sold
Microsoft Office 2003	1	Outdated	Fair	Obsolete	No To Be Sold
MLA Handbooks 1999	12	Outdated	Fair	Obsolete	No To Be Sold
Modern World History	12	Outdated	Fair	Obsolete	No To Be Sold
Modern World History: Patterns of Interaction CA Edition	4	Outdated	Fair	Obsolete	No To Be Sold
Of Mice And Men	11	Outdated	Fair	Obsolete	No To Be Sold
Pacemaker Pre Algebra	1	Outdated	Fair	Obsolete	No To Be Sold

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

Physics Principles w/Applications	1	Outdated	Fair	Obsolete	No To Be Sold
Pocket French Dictionary	3	Outdated	Fair	Obsolete	No To Be Sold
Pre Algebra AGS/Life Skills Health	1	Outdated	Fair	Obsolete	No To Be Sold
Pre Calculus 2008	6	Outdated	Fair	Obsolete	No To Be Sold
Prentice Hall American Experience CA Edition	33	Outdated	Fair	Obsolete	No To Be Sold
Prentice Hall Biology	1	Outdated	Fair	Obsolete	No To Be Sold
Prentice Hall Chemistry	6	Outdated	Fair	Obsolete	No To Be Sold
Prentice Hall Literature Gold 1999	6	Outdated	Fair	Obsolete	No To Be Sold
Prentice Hall Literature Platinum	1	Outdated	Fair	Obsolete	No To Be Sold
Prentice Hall Pre Algebra	14	Outdated	Fair	Obsolete	No To Be Sold
Realidades 1	2	Outdated	Fair	Obsolete	No To Be Sold
Realidades 2	3	Outdated	Fair	Obsolete	No To Be Sold
Romeo and Juliet	3	Outdated	Fair	Obsolete	No To Be Sold
Short Stories	14	Outdated	Fair	Obsolete	No To Be Sold
Table of Square Roots	1	Outdated	Fair	Obsolete	No To Be Sold
Table of Trigonometry Functions	3	Outdated	Fair	Obsolete	No To Be Sold
Table of Values	1	Outdated	Fair	Obsolete	No To Be Sold
The American Pageant	5	Outdated	Fair	Obsolete	No To Be Sold
The Miracle Worker	1	Outdated	Fair	Obsolete	No To Be Sold
Tresors Du Temps	5	Outdated	Fair	Obsolete	No To Be Sold
Various Novels	10	Outdated	Fair	Obsolete	No To Be Sold
Variuos Braille Novels	10	Outdated	Fair	Obsolete	No To Be Sold
Writers Inc. 1996	8	Outdated	Fair	Obsolete	No To Be Sold
American Government	26	Outdated	Fair	Obsolete	No To Be Sold
Health	10	Outdated	Fair	Obsolete	No To Be Sold
Modern World History	36	Outdated	Fair	Obsolete	No To Be Sold
Assorted Novels	29	Outdated	Fair	Obsolete	No To Be Sold
Realidades 1	2	Outdated	Fair	Obsolete	No To Be Sold
Various Novels	7	Outdated	Fair	Obsolete	No To Be Sold
Algebra 1	3	Outdated	Fair	Obsolete	No To Be Sold
Chemistry					
Chemistry	1	Outdated	Fair	Obsolete	No To Be Sold
Chemistry Matter & Change	1	Outdated	Fair	Obsolete	No To Be Sold
Dictionary					
Arabic Edition Dictionary	2	Outdated	Fair	Obsolete	No To Be Sold
Chinese Edition Dictionary	3	Outdated	Fair	Obsolete	No To Be Sold
Hippocrene Standard Dictionary	1	Outdated	Fair	Obsolete	No To Be Sold
Korean Edition Dictionary	4	Outdated	Fair	Obsolete	No To Be Sold
Monolingual Oxford Picture Dictionary	1	Outdated	Fair	Obsolete	No To Be Sold

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

NTC Dictionary	2	Outdated	Fair	Obsolete	No To Be Sold
Oxford Picture Dictionary	1	Outdated	Fair	Obsolete	No To Be Sold
Oxford Picture Dictionary 2nd	1	Outdated	Fair	Obsolete	No To Be Sold
Word to Word Bilingual Dictionary Korean	12	Outdated	Fair	Obsolete	No To Be Sold
Dual Enrollment					
Advancing Vocabulary Skills	17	Outdated	Fair	Obsolete	No To Be Sold
BUSN 10	32	Outdated	Fair	Obsolete	No To Be Sold
Careers In Fashion	11	Outdated	Fair	Obsolete	No To Be Sold
Court Reporters Guide To Transcripts	13	Outdated	Fair	Obsolete	No To Be Sold
Court Reporters Student Workbook	13	Outdated	Fair	Obsolete	No To Be Sold
Discovering Computers 2017	45	Outdated	Fair	Obsolete	No To Be Sold
Discovering Computers 2018	3	Outdated	Fair	Obsolete	No To Be Sold
Improving Vocabulary Skills	17	Outdated	Fair	Obsolete	No To Be Sold
Intro To Automotive Service	8	Outdated	Fair	Obsolete	No To Be Sold
Learning Microsoft Office 2016	51	Outdated	Fair	Obsolete	No To Be Sold
Short Course In Photography	38	Outdated	Fair	Obsolete	No To Be Sold
Economics					
Economics Principles In Action	20	Outdated	Fair	Obsolete	No To Be Sold
English					
7th Close Readers	4	Outdated	Fair	Obsolete	No To Be Sold
7th Close Readers TE	2	Outdated	Fair	Obsolete	No To Be Sold
7th Collections	8	Outdated	Fair	Obsolete	No To Be Sold
7th Collections TE	8	Outdated	Fair	Obsolete	No To Be Sold
7th Performing Assessment	9	Outdated	Fair	Obsolete	No To Be Sold
8th Close Reader	5	Outdated	Fair	Obsolete	No To Be Sold
8th Collections	4	Outdated	Fair	Obsolete	No To Be Sold
8th Collections TE	10	Outdated	Fair	Obsolete	No To Be Sold
8th Common Core Assessment	2	Outdated	Fair	Obsolete	No To Be Sold
8th Performance Assessment	1	Outdated	Fair	Obsolete	No To Be Sold
Common Core Assessment TE	11	Outdated	Fair	Obsolete	No To Be Sold
Holt Lit and Lang 1st Course	20	Outdated	Fair	Obsolete	No To Be Sold
Lit and Lang 2nd Course	10	Outdated	Fair	Obsolete	No To Be Sold
Literature	1	Outdated	Fair	Obsolete	No To Be Sold

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Practical English 1st Edition	2	Outdated	Fair	Obsolete	No To Be Sold
Prentice Hall Literature Writing/Grammar	3	Outdated	Fair	Obsolete	No To Be Sold
	4	Outdated	Fair	Obsolete	No To Be Sold
General					
A Library for Juana	15	Outdated	Fair	Obsolete	No To Be Sold
A Man Who Went to the Far Side	5	Outdated	Fair	Obsolete	No To Be Sold
A walk in the Tundraa	6	Outdated	Fair	Obsolete	No To Be Sold
A Year Without Rain	6	Outdated	Fair	Obsolete	No To Be Sold
Afghanistan's Heroic Artists	1	Outdated	Fair	Obsolete	No To Be Sold
Alias Mansion	4	Outdated	Fair	Obsolete	No To Be Sold
An Across America	6	Outdated	Fair	Obsolete	No To Be Sold
Any Small Goodness	7	Outdated	Fair	Obsolete	No To Be Sold
Can You Feel the Thunder	6	Outdated	Fair	Obsolete	No To Be Sold
Domitila	5	Outdated	Fair	Obsolete	No To Be Sold
Edge-Reading, Writing, Lang B	1	Outdated	Fair	Obsolete	No To Be Sold
El Comanion	9	Outdated	Fair	Obsolete	No To Be Sold
El Guero	6	Outdated	Fair	Obsolete	No To Be Sold
Elena	6	Outdated	Fair	Obsolete	No To Be Sold
Explore	5	Outdated	Fair	Obsolete	No To Be Sold
Families	5	Outdated	Fair	Obsolete	No To Be Sold
Franklin D. Roosevelt	6	Outdated	Fair	Obsolete	No To Be Sold
Friends are Like That	6	Outdated	Fair	Obsolete	No To Be Sold
Good News	2	Outdated	Fair	Obsolete	No To Be Sold
Hampton Brown Edge Interactive	5	Outdated	Fair	Obsolete	No To Be Sold
High Point the Basics	1	Outdated	Fair	Obsolete	No To Be Sold
I am La Luna	3	Outdated	Fair	Obsolete	No To Be Sold
I Make Pictures Move	6	Outdated	Fair	Obsolete	No To Be Sold
Idioms for Everyday Use	1	Outdated	Fair	Obsolete	No To Be Sold
Juan Verdades	5	Outdated	Fair	Obsolete	No To Be Sold
Julie of the Wolves	1	Outdated	Fair	Obsolete	No To Be Sold
Knights of the Round Table	3	Outdated	Fair	Obsolete	No To Be Sold
Matthew Henson	8	Outdated	Fair	Obsolete	No To Be Sold
My Life in Wartime IRAQ	1	Outdated	Fair	Obsolete	No To Be Sold
Parametric Modeling	39	Outdated	Fair	Obsolete	No To Be Sold
Pearl Harbor is Burning	7	Outdated	Fair	Obsolete	No To Be Sold
Power Out!: Inside Theme Book (Avenues)	6	Outdated	Fair	Obsolete	No To Be Sold
Roberto Clemente	5	Outdated	Fair	Obsolete	No To Be Sold
Rosa Parks	5	Outdated	Fair	Obsolete	No To Be Sold
Sadako and the Thousand Paper	4	Outdated	Fair	Obsolete	No To Be Sold
Sharpatt Scan Kit	1	Outdated	Fair	Obsolete	No To Be Sold
Side by side	5	Outdated	Fair	Obsolete	No To Be Sold
SRA Flex Literacy	1	Outdated	Fair	Obsolete	No To Be Sold
Sunny and Moonshine	9	Outdated	Fair	Obsolete	No To Be Sold

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Taes Sonata	5	Outdated	Fair	Obsolete	No To Be Sold
The Jacket	6	Outdated	Fair	Obsolete	No To Be Sold
The Literacy Solution	1	Outdated	Fair	Obsolete	No To Be Sold
The Magic Nesting Doll	6	Outdated	Fair	Obsolete	No To Be Sold
The Perfect Swarm	1	Outdated	Fair	Obsolete	No To Be Sold
The Stone Goddess	1	Outdated	Fair	Obsolete	No To Be Sold
The Three Princes	6	Outdated	Fair	Obsolete	No To Be Sold
The Time Machine	6	Outdated	Fair	Obsolete	No To Be Sold
The War of the Worlds	3	Outdated	Fair	Obsolete	No To Be Sold
Toni and Slade Morrison	5	Outdated	Fair	Obsolete	No To Be Sold
Tornado	10	Outdated	Fair	Obsolete	No To Be Sold
When Marian Sang	6	Outdated	Fair	Obsolete	No To Be Sold
Who was Martin Luther King Jr?	5	Outdated	Fair	Obsolete	No To Be Sold
Government					
American Government	26	Outdated	Fair	Obsolete	No To Be Sold
Grammar					
Focus On Grammar	7	Outdated	Fair	Obsolete	No To Be Sold
Focus on Grammar CD	3	Outdated	Fair	Obsolete	No To Be Sold
Grammar and Composition	1	Outdated	Fair	Obsolete	No To Be Sold
Grammar Grabbers	1	Outdated	Fair	Obsolete	No To Be Sold
Hampton Brown Edge Grammar+	14	Outdated	Fair	Obsolete	No To Be Sold
Proofreading for Professionals	6	Outdated	Fair	Obsolete	No To Be Sold
Punctuating	3	Outdated	Fair	Obsolete	No To Be Sold
Health					
Comprehensive Health	1	Outdated	Fair	Obsolete	No To Be Sold
Glencoe Health	1	Outdated	Fair	Obsolete	No To Be Sold
Health	10	Outdated	Fair	Obsolete	No To Be Sold
Teen Health Course	2	Outdated	Fair	Obsolete	No To Be Sold
History					
Ancient Civilization	1	Outdated	Fair	Obsolete	No To Be Sold
American Journey Discovering Our Past to WWI	2	Outdated	Fair	Obsolete	No To Be Sold
Americans SE Reconstruction to 21st Century	65	Outdated	Fair	Obsolete	No To Be Sold
CIVILIZATION IN THE WEST	1	Outdated	Fair	Obsolete	No To Be Sold
Government by the People	2	Outdated	Fair	Obsolete	No To Be Sold
History of the United States: American Voices TE	1	Outdated	Fair	Obsolete	No To Be Sold
Impact World History	1	Outdated	Fair	Obsolete	No To Be Sold
inZone Boo: Navajo Code Talkers Readers Workshop	4	Outdated	Fair	Obsolete	No To Be Sold

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Modern World History	36	Outdated	Fair	Obsolete	No To Be Sold
Modern World History: Patterns of Interaction	30	Outdated	Fair	Obsolete	No To Be Sold
The Americans: Student Edition Reconstruction to the 21st Century	50	Outdated	Fair	Obsolete	No To Be Sold
US History	1	Outdated	Fair	Obsolete	No To Be Sold
World History	1	Outdated	Fair	Obsolete	No To Be Sold
Language					
Edge-Reading, Writing, Lang A	1	Outdated	Fair	Obsolete	No To Be Sold
ESL Teachers Word Games	1	Outdated	Fair	Obsolete	No To Be Sold
Franklin Explorer 14 Language	1	Outdated	Fair	Obsolete	No To Be Sold
Language Handbook Worksheets	41	Outdated	Fair	Obsolete	No To Be Sold
Velazquez Spanish and English	1	Outdated	Fair	Obsolete	No To Be Sold
What Is It? Inside Theme Book Avenues	6	Outdated	Fair	Obsolete	No To Be Sold
Word by Word	1	Outdated	Fair	Obsolete	No To Be Sold
Word to Word-Cambodian	1	Outdated	Fair	Obsolete	No To Be Sold
Word to Word-Chinese	1	Outdated	Fair	Obsolete	No To Be Sold
Word to Word-Gujarati	1	Outdated	Fair	Obsolete	No To Be Sold
Word to Word-Hindi	1	Outdated	Fair	Obsolete	No To Be Sold
Word to Word-Tagalog	1	Outdated	Fair	Obsolete	No To Be Sold
Word to Word- Vietnamese	1	Outdated	Fair	Obsolete	No To Be Sold
World Wide Spanish/English	1	Outdated	Fair	Obsolete	No To Be Sold
Large Print					
Adventures Of Huck Finn	1	Outdated	Fair	Obsolete	No To Be Sold
AGS Economics	1	Outdated	Fair	Obsolete	No To Be Sold
AGS History of our nation	5	Outdated	Fair	Obsolete	No To Be Sold
AGS World History	1	Outdated	Fair	Obsolete	No To Be Sold
AGS World History 2001	6	Outdated	Fair	Obsolete	No To Be Sold
Algebra 2	4	Outdated	Fair	Obsolete	No To Be Sold
American Literature	4	Outdated	Fair	Obsolete	No To Be Sold
Assorted Novels	29	Outdated	Fair	Obsolete	No To Be Sold
Biology	2	Outdated	Fair	Obsolete	No To Be Sold
Culinary Essentials	1	Outdated	Fair	Obsolete	No To Be Sold
Food for Today	2	Outdated	Fair	Obsolete	No To Be Sold
Geometry	9	Outdated	Fair	Obsolete	No To Be Sold
Glencoe Art Talk	2	Outdated	Fair	Obsolete	No To Be Sold
Glencoe Geometry	3	Outdated	Fair	Obsolete	No To Be Sold
Glencoe Health	2	Outdated	Fair	Obsolete	No To Be Sold
Government of US 1990	5	Outdated	Fair	Obsolete	No To Be Sold
Life Science	3	Outdated	Fair	Obsolete	No To Be Sold

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

Pacemaker Basic Mathematics	2	Outdated	Fair	Obsolete	No To Be Sold
Prentice Hall Health	3	Outdated	Fair	Obsolete	No To Be Sold
Realidades 1	2	Outdated	Fair	Obsolete	No To Be Sold
Realidades 2 WorkBook	2	Outdated	Fair	Obsolete	No To Be Sold
Skills For Ind. Living	1	Outdated	Fair	Obsolete	No To Be Sold
Temas, AP Spanish Album	1	Outdated	Fair	Obsolete	No To Be Sold
The American Experience	5	Outdated	Fair	Obsolete	No To Be Sold
The Americans	3	Outdated	Fair	Obsolete	No To Be Sold
Timeless Voices - The American Experience	2	Outdated	Fair	Obsolete	No To Be Sold
Timeless Voices-British	2	Outdated	Fair	Obsolete	No To Be Sold
Timeless Voices-Platinum	2	Outdated	Fair	Obsolete	No To Be Sold
Understanding Psychology	2	Outdated	Fair	Obsolete	No To Be Sold
Various Novels	7	Outdated	Fair	Obsolete	No To Be Sold
Library					
Library Books	2849	Outdated	Fair	Obsolete	No To Be Sold
Literature					
Animal Farm	9	Outdated	Fair	Obsolete	No To Be Sold
Elements of Literature	2	Outdated	Fair	Obsolete	No To Be Sold
Huckleberry Finn	2	Outdated	Fair	Obsolete	No To Be Sold
Letters From Rifka	6	Outdated	Fair	Obsolete	No To Be Sold
Literature	1	Outdated	Fair	Obsolete	No To Be Sold
Literature and Language	1	Outdated	Fair	Obsolete	No To Be Sold
Night	15	Outdated	Fair	Obsolete	No To Be Sold
Of Mice And Men	10	Outdated	Fair	Obsolete	No To Be Sold
Prentice Hall Literature	52	Outdated	Fair	Obsolete	No To Be Sold
Snow Falling On Cedars	1	Outdated	Fair	Obsolete	No To Be Sold
Student Dictionary	3	Outdated	Fair	Obsolete	No To Be Sold
Visions	21	Outdated	Fair	Obsolete	No To Be Sold
Math					
Algebra 1	3	Outdated	Fair	Obsolete	No To Be Sold
Algebra 1 TE	2	Outdated	Fair	Obsolete	No To Be Sold
Algebra 2 Notetaking Guide	1	Outdated	Fair	Obsolete	No To Be Sold
Algebra 2 TE	3	Outdated	Fair	Obsolete	No To Be Sold
Algebra Readiness	1	Outdated	Fair	Obsolete	No To Be Sold
Analytic Trigonometry	2	Outdated	Fair	Obsolete	No To Be Sold
Calculus Early Transcendental	1	Outdated	Fair	Obsolete	No To Be Sold
Calculus of a Single Variable	1	Outdated	Fair	Obsolete	No To Be Sold
California Algebra	1	Outdated	Fair	Obsolete	No To Be Sold
finite Math CD Lecture	1	Outdated	Fair	Obsolete	No To Be Sold
Finite Math TE	1	Outdated	Fair	Obsolete	No To Be Sold
Finite Mathematics for Business	1	Outdated	Fair	Obsolete	No To Be Sold

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Geometry	1	Outdated	Fair	Obsolete	No To Be Sold
Math Standards TE Kit	1	Outdated	Fair	Obsolete	No To Be Sold
Pre-Algebra TE Transparencies	2	Outdated	Fair	Obsolete	No To Be Sold
Precalculus	1	Outdated	Fair	Obsolete	No To Be Sold
The Practice of Statistics	1	Outdated	Fair	Obsolete	No To Be Sold
Multimedia					
Multimedia BASICS (BASICS Series)	4	Outdated	Fair	Obsolete	No To Be Sold
Novels					
A Christmas Carol	1	Outdated	Fair	Obsolete	No To Be Sold
inZone Book Frankenstein Readers Workshop	4	Outdated	Fair	Obsolete	No To Be Sold
Lord of the Flies	2	Outdated	Fair	Obsolete	No To Be Sold
Moby Dick	1	Outdated	Fair	Obsolete	No To Be Sold
The Dragon Prince	7	Outdated	Fair	Obsolete	No To Be Sold
The Red Devils	1	Outdated	Fair	Obsolete	No To Be Sold
The Three Musketeers	1	Outdated	Fair	Obsolete	No To Be Sold
Reading					
High Point Reading Practice	2	Outdated	Fair	Obsolete	No To Be Sold
Reference Books					
Advanced Automotive Electricity and Electronics	3	Outdated	Fair	Obsolete	No To Be Sold
Auto Upkeep	6	Outdated	Fair	Obsolete	No To Be Sold
Auto Upkeep Workbook	3	Outdated	Fair	Obsolete	No To Be Sold
Automotive Electrical and Engine Performance	17	Outdated	Fair	Obsolete	No To Be Sold
Body Works Inside Theme Book Avenues	6	Outdated	Fair	Obsolete	No To Be Sold
Cognitive Coaching Seminars	1	Outdated	Fair	Obsolete	No To Be Sold
Crops: Inside Theme Book (Avenues)	15	Outdated	Fair	Obsolete	No To Be Sold
Hi Point Diagnosis and Placement	41	Outdated	Fair	Obsolete	No To Be Sold
le Busn 9 Intro to Business	1	Outdated	Fair	Obsolete	No To Be Sold
Intro to Hospitality Mgmt	1	Outdated	Fair	Obsolete	No To Be Sold
Stepping Through Office XP	1	Outdated	Fair	Obsolete	No To Be Sold
The Adaptive School: A Sourcebook for Developing Collaborative Groups	1	Outdated	Fair	Obsolete	No To Be Sold

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Science					
Chemistry 7th Edition	1	Outdated	Fair	Obsolete	No To Be Sold
Earth Science	8	Outdated	Fair	Obsolete	No To Be Sold
Earth Science California Workbook	127	Outdated	Fair	Obsolete	No To Be Sold
Earth Science Teaching Transparencies	2	Outdated	Fair	Obsolete	No To Be Sold
Focus on Life Science	1	Outdated	Fair	Obsolete	No To Be Sold
Life Science	1	Outdated	Fair	Obsolete	No To Be Sold
Mysterious Crop Circles	1	Outdated	Fair	Obsolete	No To Be Sold
Physics Giancoli	1	Outdated	Fair	Obsolete	No To Be Sold
Science Interactions	1	Outdated	Fair	Obsolete	No To Be Sold
Science Spectrum	1	Outdated	Fair	Obsolete	No To Be Sold
Sociology					
Introduction to Sociology 2e	53	Outdated	Fair	Obsolete	No To Be Sold
Sociology: A Brief Introduction 11E	133	Outdated	Fair	Obsolete	No To Be Sold
Sociology: A Brief Introduction 12E	45	Outdated	Fair	Obsolete	No To Be Sold
Vocabulary					
Nuevas Vistas	1	Outdated	Fair	Obsolete	No To Be Sold
Realidades	1	Outdated	Fair	Obsolete	No To Be Sold
Workbook					
Legend of Sleepy Hollow Workbook	25	Outdated	Fair	Obsolete	No To Be Sold
Oxford Picture Dictionary for the Content Areas (Workbook)	1	Outdated	Fair	Obsolete	No To Be Sold
Oxford Picture Workbook	1	Outdated	Fair	Obsolete	No To Be Sold
Pearon Practical English WB	16	Outdated	Fair	Obsolete	No To Be Sold
Red Badge of Courage Workbook	41	Outdated	Fair	Obsolete	No To Be Sold
Workbook for Aesops Fables	25	Outdated	Fair	Obsolete	No To Be Sold
Workbook for Dr Jekyll Mr Hyde	26	Outdated	Fair	Obsolete	No To Be Sold
World Language					
Conexiones	1	Outdated	Fair	Obsolete	No To Be Sold
World Language					
Entre Mundos	1	Outdated	Fair	Obsolete	No To Be Sold
Writing					
Rachel Carson	6	Outdated	Fair	Obsolete	No To Be Sold



DONATIONS

November 19, 2020

<u>Location</u>	<u>Donated By</u>	<u>Item</u>
Anaheim Union High School District	U.S. Census Bureau	Face masks, sanitizing wipes, hand sanitizer, and miscellaneous office supplies

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 11/19/2020

FROM 10/06/2020 TO 11/05/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P64M0011	2S2G CONTRACTING INC	16,912.00	16,912.00	0150233081 5610	DO/FLOOR/M&O / REPAIRS/MAINT - O/S SERVICES
P64T0246	5 STAR STUDENTS LLC	1,450.00	1,450.00	0137000910 5880	SY/LCFF-CONCENTRATION/INSTR / OTHER
P64R0481	A LINE INC	505.00	505.00	0138235081 5610	BALL/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
P64R0420	A1 TRANSMISSION SERVICE	1,450.00	1,450.00	0111220081 4410	OPERATIONS - GENERAL / EQUIPMENT -
P64X0334	AARDVARK CLAY AND SUPPLIES INC	800.00	800.00	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64R0491	ABC SCHOOL EQUIPMENT INC	2,340.54	543.92	0131230081 4355	BR/GENERAL/MO / MAINTENANCE SUPPLIES
			1,796.62	0131230081 4410	BR/GENERAL/MO / EQUIPMENT - NON-CAPITALIZED
P64R0488	ABE'S PLUMBING	1,100.00	1,100.00	0100000081 5610	GEN FUND/MO / REPAIRS/MAINT - O/S SERVICES
P64R0428	AC POWER 1 INC	2,338.81	2,338.81	0121231081 5610	WESTERN/ELECTRIC/MO / REPAIRS/MAINT - O/S
P64T0210	ACCO BRANDS INC.	531.12	531.12	0134140027 5610	WA/SCH ADM/SCH ADM / REPAIRS/MAINT - O/S
P64R0434	ACCREDITING COMMISSION FOR	12,720.00	12,720.00	0115115072 5310	EDUCATION/GENL ADM / DUES AND MEMBERSHIPS
P64T0227	ADORAMA	1,337.09	387.90	0102173071 4320	PUBLIC INFORMATION OFFICER / OTHER
			949.19	0102173071 4410	PUBLIC INFORMATION OFFICER / EQUIPMENT -
P64T0234	ADORAMA	111.49	111.49	0140017010 4310	SO/INDUS TECH/INSTR / INSTRUCTIONAL MATL &
P64T0256	ADORAMA	178.15	178.15	0117392510 4320	IS/LEARN LOSS MITIG-CFR/INST / OTHER
P64R0471	ADVANTAGE WEST INVESTMENT ENTE	2,313.87	1,782.68	0120000081 4347	ANAHEIM/MO / OPERATIONS SUPPLIES - MISC
			531.19	0120000081 4410	ANAHEIM/MO / EQUIPMENT - NON-CAPITALIZED
P64R0531	ADVANTAGE WEST INVESTMENT ENTE	2,424.38	2,424.38	0100392581 4347	DO/LLM-CRF/M & 0 / OPERATIONS SUPPLIES - MISC
P64S0044	ADVANTAGE WEST INVESTMENT ENTE	6,665.67	6,665.67	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64R0538	ALL WE PRINT	808.13	808.13	0123489810 4310	SA/TUPE COHORT M (2018-20) / INSTRUCTIONAL
P64R0453	ALLIED 100 LLC	126.07	126.07	0125028034 4320	KA/ATHLETICS/HEALTH / OTHER OFFICE/MISC
P64R0508	AMPLIFIED IT	249.00	249.00	0108108077 5210	INFO SYSTEM/DP / TRAVEL AND CONFERENCE
P64R0476	ANGELUS PACIFIC COMPANY	741.16	741.16	0125140027 4320	KA/SCH ADM/SCH ADM / OTHER OFFICE/MISC

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
BOARD OF TRUSTEES MEETING 11/19/2020

FROM 10/06/2020 TO 11/05/2020

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P64T0215	APPLE INC	191.80	191.80	0117392510 4320	IS/LEARN LOSS MITIG-CFR/INST / OTHER
P64X0339	ASSOCIATED BUSINESS PRODUCTS	1,500.00	1,500.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64A0138	ATKINSON ANDELSON LOYA RUUD	75,000.00	75,000.00	0106106072 5821	BUSINESS/GENL ADM / LEGAL FEES
P64T0237	AUDIO VISUAL INN0VATIONS INC	1,637.80	1,637.80	0144000910 4410	LEX/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
P64T0212	B AND H PHOTO VIDEO INC	947.55	947.55	0121392081 4347	WE/ESSER-CARES ACT/M&O / OPERATIONS SUPPLIE
P64T0213	B AND H PHOTO VIDEO INC	1,755.64	303.17 1,452.47	0127002010 4310 0127002010 4410	KE/BUS ED/INSTR / INSTRUCTIONAL MATL & KE/BUS ED/INSTR / EQUIPMENT - NON-CAPITALIZED
P64T0218	B AND H PHOTO VIDEO INC	117.92	117.92	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64T0219	B AND H PHOTO VIDEO INC	6,478.65	6,478.65	0117392510 4310	IS/LEARN LOSS MITIG-CFR/INST / INSTRUCTIONAL
P64T0225	B AND H PHOTO VIDEO INC	55.16	55.16	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64T0228	B AND H PHOTO VIDEO INC	148.34	148.34	0127140027 4320	KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES
P64T0233	B AND H PHOTO VIDEO INC	1,100.10	239.18 860.92	0140017010 4310 0140017010 4410	SO/INDUS TECH/INSTR / INSTRUCTIONAL MATL & SO/INDUS TECH/INSTR / EQUIPMENT -
P64T0240	B AND H PHOTO VIDEO INC	1,680.84	1,680.84	0119283011 4410	SYS/INSTR / EQUIPMENT - NON-CAPITALIZED
P64T0241	B AND H PHOTO VIDEO INC	223.43	223.43	0144000910 4310	LEX/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64T0248	B AND H PHOTO VIDEO INC	968.56	968.56	0140000910 4310	SO/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64T0250	B AND H PHOTO VIDEO INC	10,466.44	10,466.44	0117392510 4320	IS/LEARN LOSS MITIG-CFR/INST / OTHER
P64R0439	B AND M LAWN AND GARDEN INC	486.14	486.14	0137222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
P64R0449	B AND M LAWN AND GARDEN INC	366.30	366.30	0100970000 4355	COMMUNITY SERVICE/NA / MAINTENANCE SUPPLI
P64R0484	B AND M LAWN AND GARDEN INC	22,415.38	22,415.38	0111220081 6490	OPERATIONS - GENERAL / EQUIPMENT - OTHER
P64X0328	B AND M LAWN AND GARDEN INC	6,000.00	6,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64R0427	BARKSHIRE LASER LEVELLING INC	1,600.00	1,600.00	0120222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
P64R0536	BARNES AND NOBLE	1,089.08	1,089.08	0172000831 4210	SAFE SCHOOLS/LCFF/GUIDANCE / BOOKS AND

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P64R0558	BAYER HVAC INC.	323.10	323.10	0128235081 4355	CY/HVAC/MO / MAINTENANCE SUPPLIES
P64A0114	BEACON DAY SCHOOL	153,161.80	153,161.80	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64A0115	BEACON DAY SCHOOL	188,801.76	188,801.76	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64A0098	BEHAVIORAL LEARNING NETWORK	25,000.00	25,000.00	0119283039 5880	SYS/OTHER PUPIL / OTHER OPERATING EXPENSES
P64R0495	BEHAVIORAL LEARNING NETWORK	962.50	962.50	0119283039 5880	SYS/OTHER PUPIL / OTHER OPERATING EXPENSES
P64R0490	BEST BUY FOR BUSINESS	1,011.40	1,011.40	0135000010 4310	DALE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64T0229	BEST BUY FOR BUSINESS	329.24	329.24	2561710185 6411	PO/DEVELOPER FEES/FAC ACQ / TECHNOLOGY -
P64T0265	BEST BUY FOR BUSINESS	359.50	359.50	0113113036 4320	TRANS/REG-ED/TRANSPORTATION / OTHER
P64X0332	BIOMETRICS4ALL INC	862.00	862.00	0104104072 5880	CERT HR/GENL ADM / OTHER OPERATING EXPENSE
P64A0107	BLESSED TRANSPORTATION AND ASS	28,000.00	28,000.00	0119283036 5870	SYS/TRANS / PUPIL TRANSPORTATION
P64R0483	BLICK ART MATERIALS LLC	902.69	902.69	0153392510 4310	SP/LEARN LOSS MITIG-CRF/INST / INSTRUCTIONAL
P64R0494	BLICK ART MATERIALS LLC	323.23	323.23	0172489810 4310	SS/TUPE COHORT M (2018-20) / INSTRUCTIONAL MA
P64R0499	BLICK ART MATERIALS LLC	563.64	563.64	0153392510 4310	SP/LEARN LOSS MITIG-CRF/INST / INSTRUCTIONAL
P64R0500	BLICK ART MATERIALS LLC	2,591.14	2,591.14	0153392510 4310	SP/LEARN LOSS MITIG-CRF/INST / INSTRUCTIONAL
P64R0509	BLICK ART MATERIALS LLC	347.55	148.95	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
			198.60	0121005010 4310	WESTERN/ART/INSTR / INSTRUCTIONAL MATL &
P64R0554	BLICK ART MATERIALS LLC	2,193.04	2,193.04	0117000010 4310	IS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64S0040	BLICK ART MATERIALS LLC	612.88	612.88	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64R0468	BSN SPORTS	6,962.59	6,962.59	0120000010 4410	ANAHEIM/INSTR / EQUIPMENT - NON-CAPITALIZED
P64R0422	BUDDY'S ALL STARS INC	6,682.00	6,682.00	0123028081 5630	SAVANNA/ATHLETICS/MAINT / REPAIRS/ATHLETIC
P64R0461	BUDDY'S ALL STARS INC	2,229.01	2,229.01	0144054040 4310	LEX/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
P64X0340	BUSINESS MACHINES UNLIMITED	5,000.00	5,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64C0044	BUSWEST LLC	1,495.58	1,495.58	0179113036 4410	GARAGE/TRANS-REG ED/TRANSPORT / EQUIPMENT

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P64R0410	CAL BUILDING SYSTEMS INC	40,566.96	40,566.96	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
P64X0338	CAL LIFT INC	9,500.00	9,500.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64R0534	CALIFORNIANS DEDICATED TO EDUC	340.00	340.00	0135385010 5210	DA/TITLE IV/INSTR / TRAVEL AND CONFERENCE
P64X0331	CAMERA TECH REPAIRS	1,000.00	1,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64A0109	CARE YOUTH CORPORATION	161,325.00	121,180.00	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			40,145.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64A0077	CARNEGIE LEARNING INC.	828,636.38	137,561.00	0100392581 4210	DO/LLM-CRF/M & 0 / BOOKS AND REFERENCE
			498,516.38	0100468010 4210	LOTTERY RESTR/INSTR / BOOKS AND REFERENCE
			192,559.00	0116468010 4210	LOTTERY/RESTRICTED/INSTR / BOOKS AND
P64A0089	CARNEGIE LEARNING INC.	100,000.00	58,000.00	0117392010 5880	IS/ESSER-CARES ACT/INSTR / OTHER OPERATING
			42,000.00	0117392510 5880	IS/LEARN LOSS MITIG-CFR/INST / OTHER OPERATING
P64R0504	CASBO EASTERN SECTION	159.00	159.00	0177177072 5210	RISK MANAGEMENT / TRAVEL AND CONFERENCE
P64A0135	CATHEDRAL HOME FOR CHILDREN	21,219.72	16,639.44	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			4,580.28	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64T0235	CDW GOVERNMENT INC.	525.02	525.02	0115392510 4310	ED/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64T0252	CDW GOVERNMENT INC.	1,931.72	1,931.72	0153392010 4320	SP/ESSER-CARES ACT/INSTR / OTHER OFFICE/MISC
P64T0262	CDW GOVERNMENT INC.	700.03	700.03	0117392510 4320	IS/LEARN LOSS MITIG-CFR/INST / OTHER
P64T0263	CDW GOVERNMENT INC.	1,998.00	1,998.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
P64R0446	CENGAGE LEARNING	15,142.65	15,142.65	0116400010 4150	ED/MANDATED 1-TIME FUNDS/INSTR / TEXTS - STA
P64R0437	CENTER FOR EXCELLENCE IN EDUCA	95.00	95.00	0142000910 5880	OX/LCFF-CONCENTRATION/INSTR / OTHER
P64R0524	CENTRAL RESTAURANT PRODUCTS	91,641.81	91,641.81	0100392581 4400	DO/LLM-CRF/M & 0 / NONCAPITALIZATION
P64R0541	CETPA	195.00	195.00	0108108077 5210	INFO SYSTEM/DP / TRAVEL AND CONFERENCE
P64R0448	CIF STATE OFFICE	1,515.36	1,515.36	0122028010 5310	MA/ATHLET/INSTR / DUES AND MEMBERSHIPS
P64R0452	CIF STATE OFFICE	736.75	736.75	0142028010 5310	OXFORD/ATHLET/INSTR / DUES AND MEMBERSHIPS

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P64R0479	CIF STATE OFFICE	1,672.88	1,672.88	0124000010 5310	LOARA/INSTR / DUES AND MEMBERSHIPS
P64A0122	CINNAMON HILLS YOUTH CRISIS CT	180,168.85	143,200.45	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			36,968.40	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64A0123	CINNAMON HILLS YOUTH CRISIS CT	180,168.85	143,200.45	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			36,968.40	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64A0124	CINNAMON HILLS YOUTH CRISIS CT	180,168.85	143,200.45	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			36,968.40	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64A0126	CINNAMON HILLS YOUTH CRISIS CT	180,168.85	143,200.45	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			36,968.40	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64R0535	CLOSING THE GAP	2,100.00	2,100.00	0147361010 5210	HOPE/ESSA SCH IMPROV FUND(CSI) / TRAVEL AND
P64R0507	CMC	180.00	180.00	0140381010 5210	SOUTH/ECIA1/INSTR / TRAVEL AND CONFERENCE
P64T0214	CODECOMBAT INC.	4,836.63	3,627.47	0115392010 5880	ED/ESSER-CARES ACT/INSTR / OTHER OPERATING
			1,209.16	0115392510 5880	ED/LLM-CRF/INSTR / OTHER OPERATING EXPENSES
P64R0396	CONSTITUTIONAL RIGHTS	1,100.00	1,100.00	0125000010 5310	KA/INSTR / DUES AND MEMBERSHIPS
P64R0419	COSCO FIRE PROTECTION INC	1,440.00	1,440.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
P64R0436	COUNTY OF ORANGE	378.00	189.00	0127230081 5880	KE/GENERAL/MO / OTHER OPERATING EXPENSES
			189.00	0128230081 5880	CY/GENERAL/MO / OTHER OPERATING EXPENSES
P64T0251	CPACINC.COM	15,777.06	132.00	0153392010 4310	SP/ESSER-CARES ACT/INSTR / INSTRUCTIONAL MAT
			15,645.06	0153392010 4410	SP/ESSER-CARES ACT/INSTR / EQUIPMENT -
P64T0253	CPACINC.COM	17,681.47	9,331.38	0153392010 4310	SP/ESSER-CARES ACT/INSTR / INSTRUCTIONAL MAT
			8,350.09	0153392010 4410	SP/ESSER-CARES ACT/INSTR / EQUIPMENT -
P64R0493	CRISP IMAGING	35,000.00	35,000.00	0156156072 5880	FACILITIES/GENL ADM / OTHER OPERATING
P64X0333	CRISP IMAGING	30,000.00	30,000.00	2656731185 6241	GOB SERIES 2018 - MEAS H /
P64R0469	CULVER NEWLIN	6,212.09	1,223.18	0125140027 4320	KA/SCH ADM/SCH ADM / OTHER OFFICE/MISC
			4,988.91	0125140027 4410	KA/SCH ADM/SCH ADM / EQUIPMENT -

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P64R0478	CULVER NEWLIN	369.31	369.31	0122140027 4320	MA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
P64R0450	DAKTRONICS	533.59	533.59	0128231081 4355	CY/ELECTRIC/MO / MAINTENANCE SUPPLIES
P64A0093	DBQ PROJECT, THE	158,675.38	92,560.42	0117392010 5880	IS/ESSER-CARES ACT/INSTR / OTHER OPERATING
			19,834.38	0117392510 5880	IS/LEARN LOSS MITIG-CFR/INST / OTHER OPERATING
			46,280.58	0117750310 5880	IS/EDUCATIONAL MATERIALS/INSTR / OTHER
P64R0418	DECKER INC	1,310.55	1,310.55	0117914050 4320	IS/NOCRC COMMUNITY SCHOOL / OTHER
P64A0116	DEL SOL SCHOOL	57,132.00	57,132.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64A0117	DEL SOL SCHOOL	57,132.00	57,132.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64A0131	DEMSEY FILLIGER AND ASSOCIATES	7,000.00	7,000.00	0177177072 5810	RISK MANAGEMENT / NON-INSTRUCTIONAL PROF
P64A0120	DEVEREUX GEORGIA TREATMENT NET	184,269.18	142,620.10	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			41,649.08	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64A0121	DEVEREUX GEORGIA TREATMENT NET	184,269.18	142,620.10	0119282539 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			41,649.08	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64T0238	DIGITAL NETWORKS GROUP INC	13,457.42	13,457.42	0108000877 4320	INFORMATION SERVICES/DP / OTHER OFFICE/MISC
P64R0433	DISPLAYS2GO	1,668.74	1,668.74	0168000010 4310	GI SOUTH/INSTR / INSTRUCTIONAL MATL & SUPPLI
P64R0447	DISPLAYS2GO	317.79	317.79	0122000081 4347	MA/MO / OPERATIONS SUPPLIES - MISC
P64R0458	DISPLAYS2GO	834.37	834.37	0122000081 4347	MA/MO / OPERATIONS SUPPLIES - MISC
P64R0518	DUNN EDWARDS PAINTS	1,388.90	1,388.90	0110237081 4410	MAINTENANCE/PAINT/MO / EQUIPMENT -
P64R0441	EAST SIDE UNION HIGH SCHOOL DI	5,604.00	5,604.00	0116400010 4150	ED/MANDATED 1-TIME FUNDS/INSTR / TEXTS - STA
P64R0416	EBSCO SUBSCRIPTION SERVICE	179.19	179.19	0124000010 4210	LOARA/INSTR / BOOKS AND REFERENCE MATERIAL
P64R0502	ECONO FENCE INC	13,760.00	13,760.00	0122232081 5610	MA/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
P64T0236	EDULASTIC	1,100.00	1,100.00	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64T0249	ENCORE DATA PRODUCTS INC.	8,994.28	8,994.28	0115392510 4310	ED/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64R0505	ENGINEER SUPPLY LLC	1,215.39	1,215.39	0110230081 4320	MAINTENANCE/MO / OTHER OFFICE/MISC SUPPLIES

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P64T0224	EPICROSS LLC	500.00	500.00	0117393010 5880	INSTR SVC/VEA-2B/INSTR / OTHER OPERATING
P64T0221	EPOWER NETWORK	2,178.13	2,178.13	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT - NON-CAPITALIZED
P64R0455	EVERYDAY SPEECH LLC	323.24	323.24	0147257011 5880	SEVER HDCP/SE SEP CL/SEV / OTHER OPERATING
P64T0232	FLOOP EDU INC.	4,867.50	4,867.50	0108392510 5880	EIT/LLM-CRF/INSTR / OTHER OPERATING EXPENSES
P64R0546	FOLLETT SCHOOL SOLUTIONS INC.	2,659.05	2,659.05	0125381010 4210	KA/ECIA1/INSTR / BOOKS AND REFERENCE
P64T0223	FREESTYLE PHOTOGRAPHIC SUPPLIE	291.34	291.34	0127000910 4310	KE/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64R0429	FULLER TRUCK ACCESSORIES	9,163.05	9,163.05	0110230081 6490	MAINTENANCE/MO / EQUIPMENT - OTHER
P64R0466	FULLER TRUCK ACCESSORIES	4,007.55	4,007.55	0110230081 4410	MAINTENANCE/MO / EQUIPMENT -
P64R0477	G M BUSINESS INTERIORS	2,049.51	2,049.51	0110230081 4320	MAINTENANCE/MO / OTHER OFFICE/MISC SUPPLIES
P64R0430	GIANNELLI ELECTRIC INC.	998.00	998.00	2637731185 6274	SY/BOND SERIES 2018 - MEAS H / CONSTRUCTION -
P64R0431	GIANNELLI ELECTRIC INC.	2,723.00	2,723.00	2637731185 6274	SY/BOND SERIES 2018 - MEAS H / CONSTRUCTION -
P64R0451	GIANNELLI ELECTRIC INC.	5,163.00	5,163.00	2638731185 6274	BA/BOND SERIES 2018 - MEAS H / CONSTRUCTION -
P64R0501	GIANNELLI ELECTRIC INC.	1,547.00	1,547.00	0100000081 5610	GEN FUND/MO / REPAIRS/MAINT - O/S SERVICES
P64S0042	GLASBY MAINTENANCE SUPPLY CO.	10,774.57	10,774.57	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64R0464	GOPHER SPORTS EQUIPMENT	3,328.45	105.70 3,222.75	0168385010 4310 0168385010 4410	GI/TITLE IV/INSTR / INSTRUCTIONAL MATL & GI/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
P64R0465	GOPHER SPORTS EQUIPMENT	938.72	406.33 532.39	0168385010 4310 0168385010 4410	GI/TITLE IV/INSTR / INSTRUCTIONAL MATL & GI/TITLE IV/INSTR / EQUIPMENT - NON-CAPITALIZE
P64T0254	GST INC.	108.00	108.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
P64R0545	HCI SYSTEMS INC	47,713.00	47,713.00	4150735085 6490	2017 COPS PROJECT FUND / EQUIPMENT - OTHER
P64R0492	HENRY SCHEIN INC.	147.42	147.42	0125028034 4320	KA/ATHLETICS/HEALTH / OTHER OFFICE/MISC
P64R0542	HENRY SCHEIN INC.	67.38	67.38	0125028034 4320	KA/ATHLETICS/HEALTH / OTHER OFFICE/MISC
P64R0475	HERK EDWARDS INC.	3,580.76	3,580.76	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES

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P64R0485	HOTSY EQUIPMENT CO.	264.63	264.63	0128000081 4347	CY/MO / OPERATIONS SUPPLIES - MISC
P64R0530	HOWIES ATHLETIC TAPE	181.86	181.86	0125028034 4320	KA/ATHLETICS/HEALTH / OTHER OFFICE/MISC
P64R0516	ICS SERVICE CO.	7,548.00	7,548.00	0110245081 5610	M & O/SAFETY & SECURITY/M&O / REPAIRS/MAINT
P64R0532	IDMS INC.	399.95	399.95	0107107072 5880	ACCTG /GENL ADM / OTHER OPERATING EXPENSES
P64R0533	IDMS INC.	162.75	162.75	0107107072 4320	ACCTG /GENL ADM / OTHER OFFICE/MISC SUPPLIES
P64X0329	IMAGE APPAREL FOR BUSINESS	3,000.00	3,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64X0349	IMAGE APPAREL FOR BUSINESS	30,000.00	30,000.00	0113113036 4388	TRANS/REG-ED/TRANSPORTATION /
P64R0417	INTERNATIONAL E Z UP INC	1,629.57	1,629.57	0117914050 4320	IS/NOCRC COMMUNITY SCHOOL / OTHER
P64A0133	IVL CONTRACTORS INC	64,440.00	64,440.00	0100000085 6165	GENERAL FUND/FACIL ACQ & CONST / SITE
P64M0012	J AND A FENCE	14,780.00	14,780.00	0132230081 5610	OR/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
P64R0443	J.W. PEPPER AND SON INC.	386.69	386.69	0117751110 4310	IS/DUAL ENROLLMENT/INSTR / INSTRUCTIONAL
P64X0348	J.W. PEPPER AND SON INC.	2,000.00	2,000.00	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64A0088	JANICE L CASTEEL	4,000.00	4,000.00	0119283039 5850	SYS/OTHER PUPIL / JUDGEMENTS
P64R0425	JM AND J CONTRACTORS	6,600.00	6,600.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
P64X0341	JOHN RIZUTO'S KILN SERVICE	3,000.00	3,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64R0414	JUNIOR LIBRARY GUILD	2,745.72	2,745.72	0122000910 4210	MA/LCFF-CONCENTRATION/INSTR / BOOKS AND
P64R0445	JUNIOR LIBRARY GUILD	2,368.00	2,368.00	0138381010 4210	BALL/ECIA1/INSTR / BOOKS AND REFERENCE
P64R0472	JUNIOR LIBRARY GUILD	3,055.24	3,055.24	0137381010 5880	SY/ECIA1/INSTR / OTHER OPERATING EXPENSES
P64R0473	JUNIOR LIBRARY GUILD	1,021.14	1,021.14	0142000910 4210	OX/LCFF-CONCENTRATION/INSTR / BOOKS AND
P64R0567	JUNIOR LIBRARY GUILD	3,038.55	3,038.55	0128000910 4210	CY/LCFF-CONCENTRATION/INSTR / BOOKS AND
P64X0342	KAIROS TOOLING	2,000.00	2,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64T0217	KISSFLOW INC	12,000.00	12,000.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
P64R0517	KYA SERVICES	2,762.83	2,762.83	0125233081 5610	KA/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES

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P64A0078	KYOCERA DOCUMENT SOLUTIONS AME	18,000.00	18,000.00	0137000010 4310	SY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64A0079	KYOCERA DOCUMENT SOLUTIONS AME	25,000.00	25,000.00	0123000010 4310	SA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64A0080	KYOCERA DOCUMENT SOLUTIONS AME	28,000.00	28,000.00	0142000010 4310	OXFORD/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64A0081	KYOCERA DOCUMENT SOLUTIONS AME	40,000.00	40,000.00	0124000010 4310	LOARA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64A0082	KYOCERA DOCUMENT SOLUTIONS AME	70,000.00	70,000.00	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
P64A0083	KYOCERA DOCUMENT SOLUTIONS AME	25,000.00	25,000.00	0135000010 4310	DALE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64A0084	KYOCERA DOCUMENT SOLUTIONS AME	45,000.00	45,000.00	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64A0085	KYOCERA DOCUMENT SOLUTIONS AME	20,000.00	20,000.00	0138000010 4310	BALL/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64A0086	KYOCERA DOCUMENT SOLUTIONS AME	48,000.00	48,000.00	0120000010 4310	ANAHEIM/INSTR / INSTRUCTIONAL MATL &
P64A0090	KYOCERA DOCUMENT SOLUTIONS AME	4,500.00	4,500.00	0161000010 4310	INDEPENDENT STUDY/INSTR / INSTRUCTIONAL
P64A0091	KYOCERA DOCUMENT SOLUTIONS AME	3,750.00	3,750.00	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MATL
P64A0092	KYOCERA DOCUMENT SOLUTIONS AME	15,000.00	15,000.00	0168000010 4310	GI SOUTH/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64A0099	KYOCERA DOCUMENT SOLUTIONS AME	38,000.00	38,000.00	0121000010 4310	WESTERN/INSTR / INSTRUCTIONAL MATL &
P64A0100	KYOCERA DOCUMENT SOLUTIONS AME	20,000.00	20,000.00	0134000010 4310	WA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64A0101	KYOCERA DOCUMENT SOLUTIONS AME	32,000.00	32,000.00	0140000010 4310	SOUTH/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64A0102	KYOCERA DOCUMENT SOLUTIONS AME	18,000.00	18,000.00	0132000010 4310	OR/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64A0103	KYOCERA DOCUMENT SOLUTIONS AME	30,000.00	30,000.00	0122000010 4310	MA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64A0104	KYOCERA DOCUMENT SOLUTIONS AME	25,000.00	25,000.00	0144000010 4310	LEX/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64A0105	KYOCERA DOCUMENT SOLUTIONS AME	40,000.00	40,000.00	0127000010 4310	KE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64A0106	KYOCERA DOCUMENT SOLUTIONS AME	20,000.00	20,000.00	0131000010 4310	BR/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64A0136	KYOCERA DOCUMENT SOLUTIONS AME	55,000.00	55,000.00	0125000010 4310	KA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64R0512	LIBRARY STORE INC., THE	259.50	259.50	0122000024 4315	MA/L M T / LIBRARY/MEDIA/TECH SUPPLIES

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P64X0337	LUCYS LAUNDRY ANAHEIM	1,800.00	1,800.00	0122028081 5560	MAGNOLIA/ATHLETICS/FIELD SUPP / LAUNDRY
P64R0528	MACKIN LIBRARY MEDIA	5,000.00	5,000.00	0120381010 4210	ANAHEIM/ECIA1/INSTR / BOOKS AND REFERENCE
P64R0568	MACKIN LIBRARY MEDIA	284.32	284.32	0128000024 4210	CY /L M T / BOOKS AND REFERENCE MATERIAL
P64R0438	MANHATTAN STITCHING INC	592.63	592.63	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
P64A0112	MARDAN CENTER OF EDUCATION	40,062.79	40,062.79	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64T0211	MARK ENTERPRISES INC	7,360.00	7,360.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
P64A0113	MATTHEW AND KELSI BIOLCHINO	6,000.00	6,000.00	0119283039 5880	SYS/OTHER PUPIL / OTHER OPERATING EXPENSES
P64R0480	MB PAINTING	4,000.00	4,000.00	0150237081 5610	ADMIN/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
P64R0486	MD INSTALLATIONS INT'L INC.	1,680.00	1,680.00	2638731185 6274	BA/BOND SERIES 2018 - MEAS H / CONSTRUCTION -
P64R0487	MD INSTALLATIONS INT'L INC.	720.00	720.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
P64R0424	MIKE ELAM CONSTRUCTION	296.31	296.31	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
P64R0454	MIKE ELAM CONSTRUCTION	3,876.32	3,876.32	2638731185 6274	BA/BOND SERIES 2018 - MEAS H / CONSTRUCTION -
P64R0462	MONJARAS AND WISMEYER GROUP IN	570.00	570.00	0105105072 5821	CLASS HR/GENL ADM / LEGAL FEES
P64R0503	MOVER SERVICES INC	4,000.00	2,000.00	2637731185 6274	SY/BOND SERIES 2018 - MEAS H / CONSTRUCTION -
			2,000.00	2638731185 6274	BA/BOND SERIES 2018 - MEAS H / CONSTRUCTION -
P64S0045	NASCO	675.21	675.21	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64R0457	NEARPOD INC	18,600.00	4,650.00	0115392010 5880	ED/ESSER-CARES ACT/INSTR / OTHER OPERATING
			4,650.00	0115392510 5880	ED/LLM-CRF/INSTR / OTHER OPERATING EXPENSES
			9,300.00	0115394710 5880	ED/LEARN LOSS MI-PROP 98(LCFF) / OTHER
P64A0134	NEWSELA	12,000.00	6,855.00	0153392010 5880	SP/ESSER-CARES ACT/INSTR / OTHER OPERATING
			5,145.00	0153392510 5880	SP/LEARN LOSS MITIG-CRF/INST / OTHER OPERATIN
P64R0470	NIMCO	498.97	498.97	0120489810 4310	AN/TUPE-COHORT M (2018-20) / INSTRUCTIONAL
P64R0421	O'REILLY AUTO PARTS	764.50	764.50	0179113036 4410	GARAGE/TRANS-REG ED/TRANSPORT / EQUIPMENT
P64R0519	OC CUSTOM VINYL GRAPHICS AND S	8,570.05	8,570.05	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL

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P64A0132	OCDE	4,600.00	4,600.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
P64A0137	OCDE	75,000.00	75,000.00	0104104072 5880	CERT HR/GENL ADM / OTHER OPERATING EXPENSE
P64A0139	OCDE	100,000.00	100,000.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING EXPENS
P64R0463	OCDE	300.00	300.00	0134000910 5210	WA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
P64R0539	OES GLOBAL INC	755.69	755.69	0132000910 4310	OR/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64R0444	OFFICE DEPOT	116.18	116.18	0115392510 4310	ED/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64T0264	OFFICE DEPOT	317.86	317.86	0172381731 4310	TITLE I-MC KINNEY VENTO/GUID / INSTRUCTIONAL
P64A0125	OLIVE CREST ACADEMY	53,134.18	53,134.18	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64A0127	OLIVE CREST ACADEMY	52,868.64	52,868.64	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64A0128	OLIVE CREST ACADEMY	52,868.64	52,868.64	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64A0129	OLIVE CREST ACADEMY	97,768.88	97,768.88	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64R0547	ORANGE COUNTY WINDUSTRIAL	414.84	414.84	0100392581 4347	DO/LLM-CRF/M & 0 / OPERATIONS SUPPLIES - MISC
P64R0523	OTW SAFETY	18,137.42	4,606.31 13,531.11	2637731185 6274 2638731185 6274	SY/BOND SERIES 2018 - MEAS H / CONSTRUCTION - BA/BOND SERIES 2018 - MEAS H / CONSTRUCTION -
P64R0521	P AND R PAPER SUPPLY CO. INC.	64.41	64.41	0117595550 4320	IS/COMMUNITY FOUNDATION GRANT / OTHER
P64R0440	PAPE MATERIAL HANDLING INC	7,541.42	7,541.42	0135000081 6490	DALE/MO / EQUIPMENT - OTHER
P64A0095	PATTERSON, COLLEEN R.	50,000.00	50,000.00	0106106072 5810	BUSINESS/GENL ADM / NON-INSTRUCTIONAL PROF
P64T0245	PDQ.COM CORPORATION	900.00	900.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
P64R0549	PITSCO INC.	2,973.90	2,973.90	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64A0118	PORTVIEW PREPARATORY	137,957.50	137,957.50	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64A0119	PORTVIEW PREPARATORY	123,805.00	123,805.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64T0242	PRECISION DYNAMICS CORP	1,513.89	1,513.89	0104104072 5880	CERT HR/GENL ADM / OTHER OPERATING EXPENSE
P64T0266	PRECISION DYNAMICS CORP	9,045.44	9,045.44	0110236081 4355	MAINTENANCE/LOCKS/MO / MAINTENANCE

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P64R0459	PRESTWICK HOUSE	450.13	450.13	0142004010 4310	OXFORD/ENGLISH/INSTR / INSTRUCTIONAL MATL &
P64A0094	QUALTRICS LLC	64,374.99	37,337.49	0115392010 5880	ED/ESSER-CARES ACT/INSTR / OTHER OPERATING
			27,037.50	0115392510 5880	ED/LLM-CRF/INSTR / OTHER OPERATING EXPENSES
P64R0474	RAY LITE INDUSTRIES INC.	1,802.02	1,802.02	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
P64R0496	RAY LITE INDUSTRIES INC.	1,014.66	1,014.66	0132231081 4355	OR/ELECTRIC/MO / MAINTENANCE SUPPLIES
P64R0497	RAY LITE INDUSTRIES INC.	614.37	614.37	0121231081 4355	WESTERN/ELECTRIC/MO / MAINTENANCE SUPPLIES
P64R0435	RDO UNDER EXCHANGE 80-5800	923.31	923.31	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
P64R0553	REALITY WORKS	8,373.03	452.55	0117392510 4310	IS/LEARN LOSS MITIG-CFR/INST / INSTRUCTIONAL
			7,172.48	0117392510 4410	IS/LEARN LOSS MITIG-CFR/INST / EQUIPMENT -
			748.00	0117392510 5880	IS/LEARN LOSS MITIG-CFR/INST / OTHER OPERATIN
P64R0489	REFRIGERATION SUPPLIES DIST.	4,660.59	4,660.59	0123235081 4410	SA/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
P64R0556	REHABMART LLC	220.10	220.10	0147257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL MAT
P64T0260	RENAISSANCE LEARNING INC	12,218.86	12,218.86	0140381010 5880	SOUTH/ECIA1/INSTR / OTHER OPERATING EXPENSE
P64R0423	RIDDELL ALL AMERICAN	12,063.64	12,063.64	0125000040 4310	KA/ANCIL / INSTRUCTIONAL MATL & SUPPLIES
P64X0330	RIDDELL ALL AMERICAN	5,500.00	5,500.00	0124028081 5630	LOARA/ATHLETICS/FIELD SUPP / REPAIRS/ATHLETI
P64X0336	RIDDELL ALL AMERICAN	7,000.00	7,000.00	0122028081 5630	MAGNOLIA/ATHLETICS/FIELD SUPP /
P64X0343	RIDDLE APPLIANCE AND TV	6,000.00	6,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64R0565	ROBOTLAB INC.	826.01	826.01	0115392510 4410	ED/LLM-CRF/INSTR / EQUIPMENT - NON-CAPITALIZ
P64A0110	ROSSIER PARK SCHOOL	85,450.31	85,450.31	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64A0111	ROSSIER PARK SCHOOL	52,695.83	52,695.83	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64A0130	ROSSIER PARK SCHOOL	48,151.51	48,151.51	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64S0043	SALES AND DISTRIBUTION SERVICE	3,145.22	3,145.22	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64X0345	SCALE FX INC.	500.00	500.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S

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P64R0412	SCHOLASTIC INC.	827.03	827.03	0135000910 4210	DA/LCFF-CONCENTRATION/INSTR / BOOKS AND
P64R0415	SCHOLASTIC INC.	343.95	127.35	0124041010 4210	LOARA/ELD/INSTR / BOOKS AND REFERENCE
			216.60	0124381010 4210	LO/TITLE I/INSTRUCTIONAL / BOOKS AND
P64R0529	SCHOLASTIC INC.	251.60	251.60	0120000910 5880	AN/LCFF-CONCENTRATION/INSTR / OTHER
P64S0039	SCHOOL HEALTH CORPORATION	1,537.70	1,537.70	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64R0562	SCHOOL SERVICES OF CALIFORNIA	1,760.00	220.00	0103103072 5210	ADMIN/GENL ADM / TRAVEL AND CONFERENCE
			220.00	0104104072 5210	CERT HR/GENL ADM / TRAVEL AND CONFERENCE
			440.00	0106106072 5210	BUSINESS/GENL ADM / TRAVEL AND CONFERENCE
			440.00	0107107072 5210	ACCTG /GENL ADM / TRAVEL AND CONFERENCE
			220.00	0153000921 5210	SP PROG/LCFF (EIA)/SUPRV INSTR / TRAVEL AND
			220.00	0155155072 5210	BUSINESS/ GENL ADM / TRAVEL AND CONFERENCE
P64R0265	SCHOOL SPECIALTY INC	859.87	859.87	0153392510 4310	SP/LEARN LOSS MITIG-CRF/INST / INSTRUCTIONAL
P64R0498	SCHOOL SPECIALTY INC	296.47	296.47	0153392510 4310	SP/LEARN LOSS MITIG-CRF/INST / INSTRUCTIONAL
P64R0520	SCHOOL SPECIALTY INC	2,484.62	2,484.62	0117595550 4320	IS/COMMUNITY FOUNDATION GRANT / OTHER
P64R0544	SCHOOL SPECIALTY INC	128.36	128.36	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64S0046	SCHOOL SPECIALTY INC	800.66	800.66	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64S0047	SCHOOL SPECIALTY INC	225.41	225.41	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64T0216	SEHI COMPUTER PRODUCTS INC	1,538.67	1,538.67	0108108077 4320	INFO SYSTEM/DP / OTHER OFFICE/MISC SUPPLIES
P64T0220	SEHI COMPUTER PRODUCTS INC	1,099.05	1,099.05	0115392510 4310	ED/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64T0226	SEHI COMPUTER PRODUCTS INC	69,822.00	69,822.00	0108392510 4310	EIT/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64T0231	SEHI COMPUTER PRODUCTS INC	3,980.12	3,980.12	0108000877 4410	INFORMATION SERVICES/DP / EQUIPMENT -
P64T0239	SEHI COMPUTER PRODUCTS INC	462.55	462.55	0119473010 4310	SYS/WORKABILITY/INSTR / INSTRUCTIONAL MATL
P64T0244	SEHI COMPUTER PRODUCTS INC	16,332.75	16,332.75	0108392510 4320	EIT/LLM-CRF/INSTR / OTHER OFFICE/MISC SUPPLIES
P64T0255	SEHI COMPUTER PRODUCTS INC	3,305.00	3,305.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES

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P64T0258	SEHI COMPUTER PRODUCTS INC	361.27	361.27	0117392510 4320	IS/LEARN LOSS MITIG-CFR/INST / OTHER
P64T0259	SEHI COMPUTER PRODUCTS INC	367.73	367.73	0114114072 4320	WAREHOUSE/GENL ADM / OTHER OFFICE/MISC
P64T0267	SEHI COMPUTER PRODUCTS INC	7,212.31	7,212.31	0115392510 4410	ED/LLM-CRF/INSTR / EQUIPMENT - NON-CAPITALIZ
P64T0268	SEHI COMPUTER PRODUCTS INC	5,121.67	5,121.67	0125140027 4410	KA/SCH ADM/SCH ADM / EQUIPMENT -
P64T0269	SEHI COMPUTER PRODUCTS INC	735.46	735.46	0100970081 4355	COMMUNITY SERVICE/MO / MAINTENANCE SUPPLI
P64T0271	SEHI COMPUTER PRODUCTS INC	27,202.00	27,202.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
P64T0272	SEHI COMPUTER PRODUCTS INC	519,568.75	519,568.75	0108392510 4410	EIT/LLM-CRF/INSTR / EQUIPMENT -
P64T0273	SEHI COMPUTER PRODUCTS INC	15,628.18	7,511.37	0108108177 4310	INFORMATION SYSTEMS - E-RATE / INSTRUCTIONA
			7,041.68	0108108177 4410	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
			1,075.13	0108108177 6490	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
P64T0274	SEHI COMPUTER PRODUCTS INC	14,748.51	9,202.83	0108108177 4310	INFORMATION SYSTEMS - E-RATE / INSTRUCTIONA
			5,029.77	0108108177 4410	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
			515.91	0108108177 6490	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
P64T0275	SEHI COMPUTER PRODUCTS INC	9,166.73	5,632.96	0108108177 4310	INFORMATION SYSTEMS - E-RATE / INSTRUCTIONA
			3,017.86	0108108177 4410	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
			515.91	0108108177 6490	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
P64T0276	SEHI COMPUTER PRODUCTS INC	6,021.19	3,996.35	0108108177 4310	INFORMATION SYSTEMS - E-RATE / INSTRUCTIONA
			1,508.93	0108108177 4410	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
			515.91	0108108177 6490	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
P64T0277	SEHI COMPUTER PRODUCTS INC	13,848.03	10,314.26	0108108177 4310	INFORMATION SYSTEMS - E-RATE / INSTRUCTIONA
			3,017.86	0108108177 4410	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
			515.91	0108108177 6490	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
P64T0278	SEHI COMPUTER PRODUCTS INC	8,654.81	4,618.06	0108108177 4310	INFORMATION SYSTEMS - E-RATE / INSTRUCTIONA
			3,520.84	0108108177 4410	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
			515.91	0108108177 6490	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
P64T0279	SEHI COMPUTER PRODUCTS INC	18,279.78	11,728.15	0108108177 4310	INFORMATION SYSTEMS - E-RATE / INSTRUCTIONA

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P64T0279	*** CONTINUED ***		6,035.72	0108108177 4410	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
			515.91	0108108177 6490	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
P64T0280	SEHI COMPUTER PRODUCTS INC	7,458.04	4,427.24	0108108177 4310	INFORMATION SYSTEMS - E-RATE / INSTRUCTIONA
			2,514.89	0108108177 4410	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
			515.91	0108108177 6490	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
P64T0281	SEHI COMPUTER PRODUCTS INC	6,589.56	4,061.74	0108108177 4310	INFORMATION SYSTEMS - E-RATE / INSTRUCTIONA
			2,011.91	0108108177 4410	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
			515.91	0108108177 6490	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
P64T0282	SEHI COMPUTER PRODUCTS INC	2,723.82	1,704.93	0108108177 4310	INFORMATION SYSTEMS - E-RATE / INSTRUCTIONA
			502.98	0108108177 4410	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
			515.91	0108108177 6490	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
P64T0283	SEHI COMPUTER PRODUCTS INC	2,903.87	1,884.98	0108108177 4310	INFORMATION SYSTEMS - E-RATE / INSTRUCTIONA
			502.98	0108108177 4410	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
			515.91	0108108177 6490	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
P64T0284	SEHI COMPUTER PRODUCTS INC	3,655.85	3,139.94	0108108177 4310	INFORMATION SYSTEMS - E-RATE / INSTRUCTIONA
			515.91	0108108177 6490	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
P64T0285	SEHI COMPUTER PRODUCTS INC	5,361.00	3,336.16	0108108177 4310	INFORMATION SYSTEMS - E-RATE / INSTRUCTIONA
			1,508.93	0108108177 4410	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
			515.91	0108108177 6490	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
P64T0286	SEHI COMPUTER PRODUCTS INC	7,126.16	3,592.39	0108108177 4310	INFORMATION SYSTEMS - E-RATE / INSTRUCTIONA
			3,017.86	0108108177 4410	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
			515.91	0108108177 6490	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
P64T0287	SEHI COMPUTER PRODUCTS INC	3,415.78	2,899.87	0108108177 4310	INFORMATION SYSTEMS - E-RATE / INSTRUCTIONA
			515.91	0108108177 6490	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
P64T0288	SEHI COMPUTER PRODUCTS INC	5,452.79	3,930.93	0108108177 4310	INFORMATION SYSTEMS - E-RATE / INSTRUCTIONA
			1,005.95	0108108177 4410	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -

ANAHEIM UHSD
PURCHASE ORDER DETAIL REPORT BY VENDOR NAME
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FROM 10/06/2020 TO 11/05/2020

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P64T0288	*** CONTINUED ***				
			515.91	0108108177 6490	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
P64T0289	SEHI COMPUTER PRODUCTS INC	4,553.95	3,032.09	0108108177 4310	INFORMATION SYSTEMS - E-RATE / INSTRUCTIONA
			1,005.95	0108108177 4410	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
			515.91	0108108177 6490	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
P64T0290	SEHI COMPUTER PRODUCTS INC	5,477.49	2,446.69	0108108177 4310	INFORMATION SYSTEMS - E-RATE / INSTRUCTIONA
			2,514.89	0108108177 4410	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
			515.91	0108108177 6490	INFORMATION SYSTEMS - E-RATE / EQUIPMENT -
P64X0346	SEWVAC LTD	8,000.00	8,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64A0087	SGE CONSULTING ENGINEERS	12,935.00	12,935.00	0100970081 5880	COMMUNITY SERVICE/MO / OTHER OPERATING
P64R0559	SHERWIN WILLIAMS CO., THE	2,963.13	2,963.13	0110230081 4410	MAINTENANCE/MO / EQUIPMENT -
P64R0513	SHRM	219.00	219.00	0104104072 5310	CERT HR/GENL ADM / DUES AND MEMBERSHIPS
P64R0566	SOS SURVIVAL PRODUCTS	1,474.41	1,474.41	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64X0347	SOUTHLAND INSTRUMENTS INC	6,000.00	6,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64C0038	SOUTHWEST SCHOOL AND OFFICE SU	1,427.15	1,427.15	0153392010 4310	SP/ESSER-CARES ACT/INSTR / INSTRUCTIONAL MAT
P64R0552	SOUTHWEST SCHOOL AND OFFICE SU	613.91	613.91	0117595550 4320	IS/COMMUNITY FOUNDATION GRANT / OTHER
P64S0038	SOUTHWEST SCHOOL AND OFFICE SU	277.09	277.09	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64S0041	SOUTHWEST SCHOOL AND OFFICE SU	404.93	404.93	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64S0048	SOUTHWEST SCHOOL AND OFFICE SU	256.01	256.01	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64R0413	SPEECH LANGUAGE PATHOLOGY AUDI	200.00	200.00	0119283039 5880	SYS/OTHER PUPIL / OTHER OPERATING EXPENSES
P64T0209	SPINITAR PRESENTATION PRODUCTS	275.54	275.54	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64R0426	SPORTS FACILITIES GROUP INC	6,300.00	6,300.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
P64R0515	SPOT COOLERS	46,467.19	46,467.19	0100392581 4400	DO/LLM-CRF/M & 0 / NONCAPITALIZATION
P64R0555	STAGESTEP	219.81	219.81	0125027010 4310	KA/PHYS ED/INSTR / INSTRUCTIONAL MATL &

ANAHEIM UHSD
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P64R0442	STAPLES	36.18	36.18	0128000031 4320	CY/GUID / OTHER OFFICE/MISC SUPPLIES
P64R0543	STAPLES	296.28	296.28	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC SUPPLIES
P64R0460	STAPLES ADVANTAGE	7,111.39	7,111.39	0108392577 4410	EIT/LLM-CRF/DATA PROCESSING / EQUIPMENT -
P64R0514	STAPLES ADVANTAGE	1,583.90	1,583.90	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64R0550	STAPLES ADVANTAGE	1,893.00	1,893.00	0128140027 4320	CY/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64R0557	STAPLES ADVANTAGE	27.63	27.63	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
P64R0563	STAPLES ADVANTAGE	125.90	125.90	0168140027 4320	GI SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MISC
P64T0230	STAPLES ADVANTAGE	3,016.25	3,016.25	0117392510 4310	IS/LEARN LOSS MITIG-CFR/INST / INSTRUCTIONAL
P64X0350	STAPLES ADVANTAGE	1,000.00	1,000.00	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
P64R0569	SUPPLY SOLUTIONS	1,154,002.50	1,154,002.50	0100392581 4347	DO/LLM-CRF/M & 0 / OPERATIONS SUPPLIES - MISC
P64T0243	TECHSMITH	7,166.25	7,166.25	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
P64A0097	THE NAZERIAN GROUP	10,614,123.00	10,614,123.00	2622731185 6165	MA/BOND SERIES 2018 - MEAS H / SITE
P64T0261	THRIVELY	5,000.00	5,000.00	0117393010 5810	INSTR SVC/VEA-2B/INSTR / NON-INSTRUCTIONAL
P64A0140	TOTAL COMPENSATION SYSTEMS INC	4,600.00	4,600.00	6900690060 5810	HEALTH AND WELF/ENTERP / NON-INSTRUCTIONAL
P64R0052	ULINE	329.66	329.66	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64R0432	ULINE	967.60	967.60	0117914050 4320	IS/NOCRC COMMUNITY SCHOOL / OTHER
P64R0540	ULINE	5,623.83	5,623.83	0114114072 4410	WAREHOUSE/GENL ADM / EQUIPMENT -
P64R0570	ULINE	659.64	659.64	0106392581 4347	BUS/LLM-CRF/M & O / OPERATIONS SUPPLIES - MISC
P64R0571	ULINE	773.18	773.18	0114114072 4410	WAREHOUSE/GENL ADM / EQUIPMENT -
P64R0411	UNITED STATES ACADEMIC DECATHL	700.00	700.00	0124000910 5880	LO/LCFF-CONCENTRATION/INSTR / OTHER
P64R0511	UNITED STATES ACADEMIC DECATHL	919.11	919.11	0122000910 4310	MA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
P64R0526	VERTICAL SYSTEMS LLC	61,649.16	61,649.16	0100392581 4347	DO/LLM-CRF/M & 0 / OPERATIONS SUPPLIES - MISC
P64R0561	VISION COMMUNICATIONS CO.	8,111.42	8,111.42	0135140027 4320	DALE/SCH ADM/SCH ADM / OTHER OFFICE/MISC

ANAHEIM UHSD
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P64R0560	WAXIE SANITARY SUPPLY	27,323.98	27,323.98	0153392010 4410	SP/ESSER-CARES ACT/INSTR / EQUIPMENT -
P64X0344	WELLER, LISA	5,000.00	5,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64X0335	WILCOX SUPPLY INC.	5,000.00	5,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
P64R0522	WILLIAM V MACGILL AND COMPANY	245.67	245.67	0119283034 4320	SYS/HEALTH SERVICES / OTHER OFFICE/MISC
P64T0257	ZONES	848.42	848.42	0120000010 4310	ANAHEIM/INSTR / INSTRUCTIONAL MATL &
	Fund 01 Total:	7,626,496.81			
	Fund 25 Total:	329.24			
	Fund 26 Total:	10,680,700.74			
	Fund 41 Total:	47,713.00			
	Fund 69 Total:	4,600.00			
	Total Amount of Purchase Orders:	18,359,839.79			

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

11/19/2020

FRO 10/06/2020 TO 11/05/2020

<u>PO NUMBE</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>CHANGE AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
P64M0007	A AND V CONTRACTORS INC.	32,945.00	+2,995.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICES
P64M0008	QUALITY ENVIRONMENTAL INC	30,442.50	+742.50	0150230081 5610	ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S SERVICE
P64R0013	COMPLETE OFFICE OF CA	94,545.24	+9,051.00	0110392081 4347	M & O/ESSER-CARES ACT / OPERATIONS SUPPLIES -
P64R0046	EQUIPMENT SERVICE CENTER	527.50	+59.98	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICES
P64R0127	ADVANTAGE WEST INVESTMENT ENTE	1,499.55	-1,740.31	0100392081 4347	ESSER-CARES ACT/M & O / OPERATIONS SUPPLIES -
			+1,499.55	0100392581 4347	DO/LLM-CRF/M & O / OPERATIONS SUPPLIES - MISC
P64R0173	RIV OR COUNTIES PUMP COMPANY I	8,228.73	+2,675.05	0127240081 5610	KE/POOL/MO / REPAIRS/MAINT - O/S SERVICES
P64R0175	KYA SERVICES	5,796.93	+4,791.24	0122233081 5610	MA/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
P64R0184	JM AND J CONTRACTORS	4,150.00	+1,700.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
P64R0224	JOHNSON CONTROLS	14,240.54	+1,033.54	0110235081 5610	MAINTENANCE/HVAC/MO / REPAIRS/MAINT - O/S
P64R0228	MB PAINTING	13,000.00	+4,800.00	0132237081 5610	OR/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
P64R0231	EBERHARD EQUIPMENT	32,058.49	+15,645.30	0111222081 5620	OPERATIONS - GROUNDS / RENTALS/OPERATING
P64R0232	A ALVARADO PAINTING	3,450.00	+1,200.00	0132237081 5610	OR/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
P64R0280	SIGLER INC., RUSSELL	42,147.11	-11,794.70	0138235081 4410	BALL/HVAC/MO / EQUIPMENT - NON-CAPITALIZED
P64R0330	ADVANTAGE WEST INVESTMENT ENTE	56,874.65	+2,993.40	0100392581 4347	DO/LLM-CRF/M & O / OPERATIONS SUPPLIES - MISC
P64R0336	GOPHER SPORTS EQUIPMENT	5,692.65	+409.45	0147392510 4310	HOPE/LLM-CRF/INSTR / INSTRUCTIONAL MATL &
P64S0019	KELLY PAPER	1,185.25	+349.65	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64S0032	STAPLES ADVANTAGE	2,041.91	-1,181.16	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
P64T0081	DNS MADE EASY	584.72	+325.04	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
P64T0087	SEHI COMPUTER PRODUCTS INC	947.93	+98.04	0134000927 4410	WA/LCFF-CONCENTRATION/SCH ADM / EQUIPMENT -
P64T0112	SEHI COMPUTER PRODUCTS INC	1,147.35	+97.04	0108392510 4410	EIT/LLM-CRF/INSTR / EQUIPMENT - NON-CAPITALIZED
P64T0147	SEHI COMPUTER PRODUCTS INC	1,304.23	+10.90	0104104072 4410	CERT HR/GENL ADM / EQUIPMENT -
P64T0148	SEHI COMPUTER PRODUCTS INC	131,839.50	-8,574.38	0108392510 4410	EIT/LLM-CRF/INSTR / EQUIPMENT - NON-CAPITALIZED

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES

11/19/2020

FRO 10/06/2020 TO 11/05/2020

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P64T0153	SEHI COMPUTER PRODUCTS INC	6,635.51	+686.26	0134392510 4410	WA/LLM-CRF/INSTR / EQUIPMENT - NON-CAPITALIZE
P64T0173	SEHI COMPUTER PRODUCTS INC	1,796.50	+140.07	0172000831 4410	SAFE SCHOOLS/LCFF/GUIDANCE / EQUIPMENT -
P64T0204	AUDIO VISUAL INN0VATIONS INC	1,637.80	+133.61	0131000910 4410	BR/LCFFF-CONCENTRATION/INSTR / EQUIPMENT -
P64T0208	SEHI COMPUTER PRODUCTS INC	1,757.86	-1,127.07	0117914050 4410	IS/NOCRC COMMUNITY SCHOOL / EQUIPMENT -
P64X0067	CALIFORNIA RETROFIT INC	13,000.00	+3,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIES
P64X0072	CISCO'S SHOP INC.	6,503.16	+2,503.16	0110239081 4355	MAINTENANCE/PLUMB/MO / MAINTENANCE SUPPLIE
P64X0091	J AND B MATERIALS	8,000.00	+3,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64X0148	ORANGE COUNTY FARM SUPPLY	25,000.00	+15,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
P64X0198	TRUCK PRO PTO SALES CORPORATIO	15,000.00	+13,500.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
Fund 01 Total:			64,022.16		
Total Amount of Change Orders:			64,022.16		

VENDOR CHECK REGISTER

October 6, 2020 though November 5, 2020

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
123 OFFICE SOLUTION INC.	V6411643	9320	21894.37	00166130
5 STAR STUDENTS LLC	V6411963	5880	1450	00166355
A 1 FENCE COMPANY	V6408537	4355	1626.25	00166101
A ALVARADO PAINTING	V6406348	5610	2696	00166401
A AND C URGENT CARE	V6412935	5810	175	00166131
A AND V CONTRACTORS INC.	V6410406	5610	4860	00165866
			32945	00166282
A LINE INC	V6409724	5610	505	00166402
A Z BUS SALES INC.	V6400025	4370	102.43	00166102
		4385	35.26	00166102
		6490	132811.3	00166229
A1 TRANSMISSION SERVICE	V6400030	4370	1450	00166425
AAA ELECTRIC MOTOR SALES	V6400033	4355	130.28	00165867
			597.01	00165934
			749.03	00166132
			698.93	00166403
AARDVARK CLAY AND SUPPLIES INC	V6400035	4310	77.77	00166103
ABC SCHOOL EQUIPMENT INC	V6400047	4355	2340.54	00166133
ABLENET INC.	V6405539	4310	2036.48	00165902
ACCREDITING COMMISSION FOR	V6400063	5310	12720	00166404
ACOUSTICAL MATERIAL SERVICES	V6400070	4355	319.57	00166259
ACS BILLING SERVICE	V6400072	5580	3317.98	00166104
ADORAMA	V6411023	4310	4714.08	00165903
			3771.25	00166134
ADVANTAGE WEST INVESTMENT ENTERPRISES INC.	V6412537	4347	53881.25	00165904
			2993.4	00166135
			3200.54	00166260
			2424.38	00166405
		4410	81.69	00166260
AERIES SOFTWARE INC	V6409157	5210	300	00166202
AGRI TURF DISTRIBUTING LLC	V6412836	4347	919.92	00166105
			686.44	00166406
			554.09	00166426
AIRGAS USA LLC	V6413792	4375	307.79	00166136
AIRSUPPLY TOOLS INC.	V6412933	4375	2822.2	00165868
			730.14	00166261
ALBRIGHT LIGHTING PLASTICS	V6410869	4355	749.72	00166262
ALISON DOVER	V6413785	5805	8750	00165961
ALLIANCE ENVIRONMENTAL COMPLIANCE INC	V6400169	5610	7944.11	00166263
			2001.52	00166283
ALLIED 100 LLC	V6413900	4320	126.07	00166264
ALT REV CASH FUND	V6405194	4310	1181.25	00165935
			342.36	00166265
		4320	590.12	00165935
			609.46	00166265
		4347	38.4	00165935
			17.23	00166265
		4390	256.27	00165935
		5880	28	00166265
		5910	90.22	00165935
	V6405195	4199	62.95	00166387
		4310	656.04	00166387
		4315	212.83	00166387
		4347	7.32	00166387
		5910	81.35	00166387

VENDOR CHECK REGISTER

October 6, 2020 though November 5, 2020

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
AMAZON WEB SERVICES INC.	V6412894	5880	41.54	00165869
AMERICAN FENCE COMPANY INC	V6407611	5610	101.1	00166203
AMPLIFIED IT	V6412704	5210	249	00166204
ANAHEIM GLASS INC	V6413316	5610	10026	00166266
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	14477.09	00166059
ANGELUS PACIFIC COMPANY	V6400288	4320	743.07	00166427
ANIXTER	V6400966	4355	503.22	00165962
			83.46	00166137
APPLE INC	V6400319	4320	95.9	00165963
			191.8	00166138
		4410	1688.87	00166407
ARBOR SCIENTIFIC	V6400327	4310	2088.2	00166139
		4410	665.84	00166139
AREY JONES EDUCATIONAL SOLUTIONS	V6411649	4410	46495.63	00166140
			10194.9	00166230
ARMSTRONG, IAN	V6408439	5220	51.75	00165870
ARROW SERVICES INC	V6412839	5580	9224.66	00166141
			1883.16	00166308
ART OF EDUCATION UNIVERSITY LLC, THE	V6413856	5880	22715	00165964
ART SUPPLY WAREHOUSE	V6400350	4310	213.62	00166231
			211.92	00166267
AT AND T	V6400374	5918	46.28	00166072
			30.16	00166285
	V6406157	5918	12713.9	00166284
ATKINSON ANDELSON LOYA RUUD	V6400383	5821	538.13	00166142
			7636.62	00166428
AUDIO VISUAL INNOVATIONS INC	V6408229	4410	1637.8	00166268
			1637.8	00166408
AVID CENTER	V6400410	5210	850	00165905
AWARDS BY PAUL	V6400412	4320	252.14	00166143
B AND H PHOTO VIDEO INC	V6400422	4310	96.32	00166106
			6851.07	00166309
			1161.19	00166429
		4320	253.29	00166309
		4347	947.55	00166309
		4410	1153.5	00166106
			1452.47	00166309
			1701.34	00166429
B AND K ELECTRIC WHOLESALE	V6400623	4347	276.01	00166310
		4355	162.16	00166107
B AND M LAWN AND GARDEN INC	V6400423	4347	1196.95	00165871
			486.14	00165965
			499.4	00166108
			1578.84	00166311
			22455.44	00166430
		4355	366.3	00166108
BARKSHIRE LASER LEVELLING INC	V6407215	5610	1600	00166144
BARNES AND NOBLE	V6400450	4150	357.62	00165906
		4320	859.2	00165906
BAVCO	V6407678	4355	3889.08	00166109
BCT ENTERTAINMENT	V6406302	6490	15586.63	00166312
BEE BUSTERS	V6400472	5610	775	00166110
			375	00166145
			175	00166409
BEHAVIORAL LEARNING NETWORK	V6413866	5880	962.5	00166286
BERTRAND'S MUSIC	V6412730	4410	4417.71	00166111
BEST BUY FOR BUSINESS	V6408717	4310	1011.38	00166431
BIG D SUPPLIES	V6400508	4355	43.33	00165872
BIOMETRICS4ALL INC	V6409224	5810	0.75	00166146
		5880	0.75	00166146
BLACKSTONE INDUSTRIES LLC	V6412085	4310	95.4	00166147
BLESSED TRANSPORTATION AND ASSOCIATES INC.	V6413483	5870	2520	00166313

VENDOR CHECK REGISTER
October 6, 2020 through November 5, 2020

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
BLICK ART MATERIALS LLC	V6401357	4310	234.27	00165907
			359.89	00165966
			2965.76	00166148
			1459.35	00166205
			496.79	00166287
			163.24	00166314
			902.69	00166410
			30.46	00166432
		4410	8.26	00166148
		9320	612.88	00166432
BORDER TIRE	V6413240	4386	2783.59	00166112
BPS SUPPLY GROUP	V6400476	4355	338.96	00165908
BRIAN HOCKETT	V6413914	5220	60.77	00166269
BRIDGEPORT GOLF CARS	V6413224	5610	1454.59	00165909
BUDDY'S ALL STARS INC	V6406311	4310	330.45	00166433
		5630	6682	00166149
BUSWEST LLC	V6407892	4376	1898.36	00166113
		4385	197.31	00165873
CAL LIFT INC	V6400664	5610	488.28	00166434
CALIF. DEPT. OF TAX AND FEE ADMINISTRATION	V6404444	4385	249.05	00166411
CALIFORNIA CUSHION COMPANY INC.	V6411382	4355	481.86	00166356
CALIFORNIA DEPT. OF JUSTICE	V6400689	5810	1151	00166412
CALIFORNIA PLUMBING PARTS	V6412567	4355	1292.48	00165936
			1761.54	00165967
			2518.96	00166357
CALIFORNIA RETROFIT INC	V6406910	4355	2895.25	00166206
			2781.06	00166435
CALSPRA	V6406409	5310	250	00165968
CAPISTRANO GOLF CARS INC	V6411745	5610	1167.52	00166114
CARE YOUTH CORPORATION	V6412565	5860	26607	00166358
CARNEGIE LEARNING INC.	V6411378	4210	828636.35	00165937
CART MAN INC, THE	V6404668	5610	91.16	00165910
			286.92	00166115
			1996.24	00166150
CASBO EASTERN SECTION	V6407690	5210	159	00166207
CDW GOVERNMENT INC.	V6400819	4310	126.28	00166208
			199391.83	00166359
CEMEX	V6404364	4355	2973.96	00166116
			961.15	00166436
CENGAGE LEARNING	V6404723	4210	863.58	00166117
		4310	2140	00166117
CENTER FOR EXCELLENCE IN EDUCATION	V6413636	5880	95	00165969
CENTRAL RESTAURANT PRODUCTS	V6411274	4347	578.83	00166209
CERVANTES, ARMANDO	V6412373	5220	60.78	00166360
CIF SOUTHERN SECTION	V6400941	5310	1785	00165874
			1200	00165911
			1650	00166315
CIF STATE OFFICE	V6412731	5310	2420	00165875
			1515.36	00166118
			1672.88	00166316
			683.76	00166437
CINNAMON HILLS YOUTH CRISIS CTR	V6407425	5860	4142.13	00166119
			220441.45	00166361
			14806.09	00166438
CISCO'S SHOP INC.	V6411971	4355	611.48	00165938
CITY OF ANAHEIM	V6400957	5520	38267.44	00165876
			161903.48	00165939
			108528.47	00166151
		5530	84288.9	00165939
			22646.15	00166151
		5580	55.37	00165876
			31193.02	00165939
			7272.64	00166151

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CITY OF BUENA PARK	V6400958	5530	5972.84	00166232
		5580	597.28	00166232
CLEAN ENERGY	V6413884	4392	949.48	00166233
CLEVER PROTOTYPES LLC	V6412504	5880	191.76	00165912
CLOSING THE GAP	V6400987	5210	2100	00166413
CMC	V6409809	5210	180	00166210
COBIAN, CONNIE	V6412128	5310	483.72	00166234
COGNITO LLC	V6412922	5880	787.2	00165940
COMMERCIAL DOOR OF ANAHEIM INC	V6412095	5610	4508	00166211
COMPLETE OFFICE OF CA	V6411539	4347	22265.46	00166120
			9051	00166212
CONSTITUTIONAL RIGHTS	V6401072	5310	1100	00165970
COSCO FIRE PROTECTION INC	V6412879	5610	1440	00166121
COUNTY OF ORANGE	V6401112	5880	448	00166317
CPR1 LLC	V6412104	4310	185.51	00166213
CREATIVE BUS SALES	V6409840	4385	2156.29	00165913
			461.08	00166122
CRISP IMAGING	V6408990	5610	253.68	00166152
		5880	4848.76	00166152
CULVER NEWLIN	V6411589	4315	219.81	00166073
CVT RECYCLING	V6407455	5580	524.69	00166123
DANNIS WOLIVER KELLEY	V6411357	5821	2282.5	00166318
DECKER INC	V6401302	4320	518.81	00166153
			791.74	00166362
		4347	876.65	00165914
DEL SOL SCHOOL	V6411308	5860	8190	00166319
DEMCO INC	V6401318	4310	689.58	00165971
DEVEREUX GEORGIA TREATMENT NETWORK	V6412827	5860	77116.22	00166439
DONALD KROTEE PARTNERSHIP INC	V6413265	5610	7397.28	00165972
DUNN EDWARDS PAINTS	V6401448	4355	3223.85	00165877
			2358.12	00165973
			7893.91	00166124
			1642.42	00166363
E.B. BRADLEY COMPANY	V6401456	4355	715.48	00166440
EBERHARD EQUIPMENT	V6405532	4347	3879	00165915
EBSCO SUBSCRIPTION SERVICE	V6401474	4210	147.81	00166214
			183.4	00166364
ECONOMY RENTALS INC	V6401478	5620	844.4	00166215
EDVOTEK INC.	V6410886	4310	9374	00166365
		4410	950	00166365
EHP SOLUTIONS	V6412840	4410	6728.21	00166154
ELLENS, CLIFTON	V6413787	5220	5.98	00166235
ENCORE DATA PRODUCTS INC.	V6413911	4310	8994.28	00166441
EPICROSS LLC	V6413901	5880	500	00166288
EQUIPMENT SERVICE CENTER	V6413826	5610	527.5	00166216
EVOQUA WATER TECHNOLOGIES LLC.	V6408457	5610	476.4	00165878
			476.4	00166289
EWING IRRIGATION PRODUCTS	V6401634	4355	839.92	00165879
			929.61	00166125
			825.08	00166217
			436.75	00166442
EXPO PROPANE	V6412144	5810	488.75	00166290
FACTS ON FILE NEWS SERVICES	V6407332	5880	629.93	00166320
FEDEX	V6401675	5910	234.25	00166270
			10.35	00166414
FELIX, STEPHANIE	V6412478	5210	81.2	00166045
FERGUSON ENTERPRISES INC	V6409823	4355	749.2	00165880
			771.22	00165941
			346.28	00166074
			672.49	00166291
			202.33	00166321
			518.16	00166443

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FERRELLGAS LP	V6411875	5810	613.82	00165881
			457.35	00166236
			51.62	00166292
			69.15	00166444
FINISHMASTER INC	V6406583	4370	274	00166237
		4375	186.63	00165882
			104.58	00165942
		4385	547.99	00166237
FISHER SCIENCE EDUCATION	V6401697	4310	9623.29	00166155
FIX 4 LESS GOLF CARS	V6413062	5610	1640.8	00166046
FLEET SERVICES INC	V6405625	4370	42.24	00165883
			161.99	00166075
		4376	157.23	00166238
		4385	163.27	00166075
			223.9	00166293
FLINN SCIENTIFIC INC	V6401708	4310	186	00166076
			586.47	00166322
FREESTYLE PHOTOGRAPHIC SUPPLIES	V6401761	4310	291.34	00166294
FROG ENVIRONMENTAL INC.	V6407428	5610	1059	00165916
FUJIMOTO, DIANA	V6401342	8699	27.02	00166047
GANAHL LUMBER CO	V6401804	4310	280.14	00165974
		4347	1336.11	00166415
		4355	376.25	00165943
			892.85	00165974
			1353	00166077
			7412.48	00166415
			5395.85	00166445
GAS COMPANY, THE	V6404372	5510	235.5	00165944
			5468.81	00166078
			1247.82	00166446
		7439	7061.94	00166078
GAYTAN, VANESSA	V6413654	5220	50.83	00166079
GENESIS TECHNOLOGIES INC	V6401837	5880	1670	00166048
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4347	78.23	00166010
			33964.8	00166080
			456.54	00166295
			1095.82	00166447
GOLDEN STATE WATER COMPANY	V6408018	5530	49873.77	00166218
GONZALEZ, JESUS	V6413454	5220	46.58	00166271
GOPHER SPORTS EQUIPMENT	V6401902	4310	5649.41	00166156
		4410	1509.26	00166448
GORM INC	V6401904	4347	1254.59	00165975
			2654.96	00166449
GRAINGER	V6404982	4347	37.39	00166296
		4355	495.21	00165884
			2551.17	00165945
			778.02	00165976
			1649.85	00166081
			293.01	00166296
			149.34	00166366
			239.78	00166450
		4375	112.87	00166450
		4410	3765.55	00165884
GRAYBAR ELECTRIC COMPANY	V6401918	4355	317.89	00166157
			81	00166297
GREATER ANAHEIM SELPA	V6401927	8311	160729.01	00166323
GREEN, DAVID	V6412801	5210	199	00166416
GREENS DISCOUNT GLASS AND SCREEN	V6409591	4344	276.23	00165977
		4355	109.84	00165885
GREENWOOD, ERIK	V6408076	8699	10	00166049
GUYER, KATHLEEN	V6411049	5220	11.5	00166272
			17.25	00166451

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H AND H AUTO PARTS WHOLESALE	V6401967	4376	340.63	00165886
		4385	52.71	00165886
			470.61	00165946
			454.18	00166158
			890.97	00166239
			269.56	00166298
HANCOCK, APRIL	V6405536	5210	40	00165947
HAUGEN, CRAIG	V6401122	3701	1018.4	00166082
			1139.6	00166367
HAULAWAY STORAGE CONTAINERS INC.	V6410468	4355	383.6	00165978
HAYES SOFTWARE SYSTEMS	V6411704	5880	18366.75	00166324
HEADSETS DIRECT INC	V6412497	4320	305.06	00166325
HERNANDEZ, SERGIO	V6412011	5210	81.2	00166050
		8699	637.31	00166159
HOME DEPOT CREDIT SERVICES	V6405234	4347	437.29	00166011
			968.77	00166051
			625.01	00166240
			697.38	00166326
		4355	1865.55	00165853
			88.54	00165887
			134.54	00165948
			946.4	00166011
			698.86	00166051
			517.14	00166160
			1582.12	00166240
			184.95	00166299
			983.44	00166326
			2353.5	00166452
		4375	257.6	00165887
			17.21	00165948
			21.99	00166240
			79.71	00166299
HORIZON	V6408259	4347	417.88	00166327
HOTSY EQUIPMENT CO.	V6402080	4347	122.37	00166161
			143.03	00166328
			282.5	00166453
		4355	157.1	00165979
HOUGHTON MIFFLIN COMPANY	V6402084	4150	4369.05	00166329
HOUGHTON MIFFLIN HARCOURT	V6407563	4210	114.11	00165949
HOWARD INDUSTRIES	V6402088	4355	86.31	00166454
ICS SERVICE CO.	V6406452	5610	3264	00166455
IDIO, KIMBERLY	V6413893	5210	309	00165950
IMAGE APPAREL FOR BUSINESS	V6402628	4345	1463.66	00166162
			11513.3	00166330
			736.07	00166417
			2010.08	00166456
INLAND TOP SOIL MIXES INC.	V6402153	4347	8413.99	00166012
			1280.07	00166241
INTELESYSONE INC.	V6412444	4410	2944.16	00166300
		5880	135111.75	00166300
INTERNATIONAL E Z UP INC	V6412784	4320	1629.57	00166331
		4347	7986.01	00165888
J AND A FENCE	V6409989	5610	14935	00165889
J AND B MATERIALS	V6400875	4355	826.38	00166163
J.W. PEPPER AND SON INC.	V6402214	4310	20.5	00165980
			416.76	00166052
			22.47	00166273
			140.08	00166332

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JACKSONS A S BREA F M P	V6406346	4347	937.54	00166013
			1365.3	00166164
			150.69	00166333
			34.95	00166457
		4370	177.7	00165917
			297.06	00166164
			13.07	00166301
		4385	33.69	00165917
			395.82	00165951
JANICE L CASTEEL	V6413895	5850	3975	00166418
JART DIRECT MAIL SERVICE	V6402271	5810	461	00166219
			978.03	00166458
JHM SUPPLY INC.	V6411647	4355	3823.35	00165918
			1187.3	00165981
			1520.53	00166014
			333.65	00166053
			1951.98	00166165
			3498.88	00166242
			799.26	00166334
			1460.61	00166459
JM AND J CONTRACTORS	V6410460	5610	4150	00166335
JOHNSON CONTROLS	V6406981	5610	14240.69	00166220
JOHNSTONE SUPPLY	V6402415	4355	238.11	00165919
JUNIOR LIBRARY GUILD	V6402477	5880	2845.95	00166336
JUSTICE TESTING	V6413455	5610	150	00165920
			150	00165952
KELLY PAPER	V6402557	4320	39.44	00165982
KISSFLOW INC	V6413524	5880	12000	00166188
KNORR SYSTEMS INC.	V6402610	4355	533.36	00166166
			7370.1	00166337
			128.25	00166460
KYA SERVICES	V6411393	5610	5064.25	00166302
LABELL EXCHANGE	V6412680	5918	600	00165921
LAIRD PLASTICS	V6406890	4347	10635.36	00165922
LANGUAGE NETWORK INC	V6409301	5810	280	00165923
			939.75	00166167
			630	00166338
			112	00166461
LEGO EDUCATION	V6407799	4310	12323.8	00165924
LETTER PERFECT SIGNS	V6402726	4355	454.49	00166243
LIBRARY STORE INC., THE	V6402737	4310	90.81	00166339
LOCOROBO INNOVATIONS INC	V6413817	4310	1422.3	00166168
LUCID SOFTWARE INC	V6413885	5880	29500	00165983
LUCYS LAUNDRY ANAHEIM	V6412017	5560	123.51	00166274
LUDEMAN, TISHA	V6407013	5210	388	00166054
LUNDQUIST, KATHY	V6402536	8699	29.32	00166055
MACKIN LIBRARY MEDIA	V6402903	4210	4821.69	00166169
MAG TROL INC	V6402913	4355	117.45	00166221
MANHATTAN STITCHING INC	V6413802	4320	592.63	00166170
		4410	398.59	00165925
MARDAN CENTER OF EDUCATION	V6402945	5860	7712.1	00166340
MARK ENTERPRISES INC	V6411936	5880	7360	00166083
MB PAINTING	V6413459	5610	15500	00166275
MC FADDEN DALE HARDWARE CO	V6403056	4347	44.29	00165854
			34.53	00165926
		4355	1253.77	00165854
			25.43	00165926
			427.1	00166056
			25.75	00166171
			203.56	00166244
			312.89	00166341
			694.81	00166462
		4385	211.92	00166244
MC GRAW HILL	V6403058	4210	3754.35	00166276
MC GRAW HILL COMPANIES	V6403059	4210	9558.69	00166277

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MC GRAW HILL EDUCATION INC.	V6411310	4210	129.73	00166278
MIKE ELAM CONSTRUCTION	V6412866	4355	296.31	00166222
		5610	11019.9	00165984
MISSION LINEN SUPPLY	V6411115	4388	197.15	00165927
			96.82	00165985
			193.64	00166223
			96.82	00166303
MONJARAS AND WISMEYER GROUP INC.	V6410873	5821	570	00166245
MONTENEGRO, ROBERT	V6403968	3701	1643.4	00166304
MONTGOMERY HARDWARE CO.	V6405624	4355	1295.97	00165855
			4924.22	00165928
			10620.88	00165986
			1119.6	00166342
		4410	2691.06	00166342
		5610	26793.33	00165986
MORSCO SUPPLY LLC	V6412910	4355	244.72	00165987
			431.1	00166343
MUSIC AND ARTS CENTER	V6411397	4310	4494.55	00166224
		4410	121404.58	00166224
		5610	150.39	00166224
MYSTERY SCIENCE INC	V6413475	5880	198	00165929
			99	00166225
N2Y LLC	V6405551	4210	17258	00165930
		5880	297	00166226
NAGEL, ERIN	V6408460	5210	388	00166057
NASCO	V6403253	4310	9.62	00165931
		4320	253.26	00165931
		9320	2997.52	00165856
NEARPOD INC	V6413059	5880	92000	00166227
NEWSELA	V6411918	5880	8000	00166228
NORTH ORANGE COUNTY REGIONAL	V6403384	7283	639704.64	00165890
OCDE	V6403452	5870	32528.06	00165892
		5880	4600	00166305
		7141	38252.63	00165892
OFFICE DEPOT	V6403421	4310	82.95	00166173
			116.18	00166344
		4320	259.66	00166016
			194.75	00166085
			481.97	00166246
ONTIVEROS, VIANA	V6413921	5220	5.98	00166388
ORANGE COUNTY FARM SUPPLY	V6403455	4347	9158.6	00166247
ORANGE COUNTY FIRE PROTECTION	V6403457	4355	25	00166017
		5610	695.8	00166174
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	14300	00166175
ORANGE COUNTY WINDUSTRIAL	V6412671	4347	18533	00166189
ORANGEVIEW JR HIGH SCHOOL	V6403468	8699	257.86	00165988
ORBACH HUFF SUAREZ AND HENDERSON LLP	V6408078	5821	2015	00165989
			788.95	00166126
O'REILLY AUTO PARTS	V6411401	4370	477.43	00165891
			470.63	00166015
			167.6	00166084
			18.6	00166172
		4375	521.43	00166015
		4376	0	00166015
		4385	463.48	00165891
			203.95	00166172
		4387	183.57	00165891
			764.5	00166172
ORVAC ELECTRONICS	V6403479	4355	136.73	00166018
PAPE MATERIAL HANDLING INC	V6413896	6490	7541.42	00166389

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PARADIGM HEALTHCARE SERVICES	V6403536	5810	19755	00165857
			1000	00166019
			597.35	00166086
PARKER AND COVERT LLP	V6403544	5810	5273.82	00166087
			2773	00166248
		5821	5482.5	00166176
PATTERSON, COLLEEN R.	V6412733	5810	6827.43	00166177
PENNER PARTITIONS INC	V6403625	4355	245.67	00166020
			711.16	00166088
			571.08	00166178
			275.84	00166368
			80.81	00166390
		5610	8756	00166368
PETER HERNANDEZ	V6413913	5220	51.29	00166279
PINNER CONSTRUCTION CO INC	V6412130	6165	462467.98	00166038
PIPS	V6407384	3601	379290.75	00166179
		3602	126430.25	00166179
PITNEY BOWES	V6403677	5910	6821.95	00165953
PITNEY BOWES INC	V6403678	5610	1975.92	00166345
PLUMBING AND INDUSTRIAL SUPPLY CO INC	V6412332	4355	809.67	00166180
POOL SUPPLY OF ORANGE COUNTY	V6403700	4355	3149.15	00165990
			550.17	00166249
			121.09	00166346
			1160.47	00166391
POWERSCHOOL GROUP LLC	V6412718	5880	11700	00166250
PRESCOTT HARDWARE AND SHEET	V6408590	4355	62.31	00166060
PROFESSIONAL GLASS	V6413762	4355	158.68	00166181
			1012.59	00166347
PRZ CONSULTING	V6413190	5810	1575	00165954
QUALITY ENVIRONMENTAL INC	V6412341	5610	3350	00166419
QUALTRICS LLC	V6413875	5880	64374.99	00166190
RAY LITE INDUSTRIES INC.	V6411422	4355	2916.82	00165893
			3431.05	00166392
REAL, JEANNETTE	V6411176	5220	122.31	00166021
RECKNOR, HILARY	V6409295	5210	799.99	00165858
REEL LUMBER SERVICE	V6403871	4355	596.71	00166022
			385.93	00166191
REFRIGERATION SUPPLIES DIST.	V6403873	4347	8150.88	00166348
		4355	881.81	00165894
			10693.3	00165991
			9657.94	00166023
			45.6	00166192
			170.48	00166251
			4573.82	00166348
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	6154.31	00166024
REVOLVING CASH FUND	V6405190	2106	620.66	00165859
		5880	216.61	00165859
		5910	2118.98	00165859
		8675	0	00165859
		8699	411.69	00165859
RIBBONS GALORE INC	V6412944	4320	887.98	00166349
RIDDELL ALL AMERICAN	V6403939	4310	8545.17	00166025
		5630	4302.64	00166025
RIV OR COUNTIES PUMP COMPANY INC.	V6409881	5610	8228.73	00166193
RODRIGUEZ VALLS, DR. FERNANDO	V6412404	5805	8750	00165992
RODRIGUEZ, PRISCILLA	V6411278	5220	51.29	00166393
ROMEROS, TRINA	V6413924	5220	52.04	00166420
ROSEBURROUGH TOOL CO. INC	V6404014	4355	264.31	00166026
			279.4	00166252
S.C. SIGNS AND SUPPLIES LLC	V6410977	4355	846.92	00165860
			73.27	00166369
SAFETY KLEEN	V6404072	5610	239.83	00166370
SC FUELS	V6404378	4384	1819.04	00166027
SCHOLASTIC INC.	V6404150	4210	817.92	00166371
SCHOOL HEALTH CORPORATION	V6404160	9320	393.4	00166372

VENDOR CHECK REGISTER

October 6, 2020 through November 5, 2020

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
SCHOOL SPECIALTY INC	V6404173	4310	36021.15	00166061
		9320	379.82	00166373
SCHOOLS FIRST FCU DCP	V6403419	3901	19250	00166463
SCHORR METALS INC	V6404179	4355	1337.2	00166194
			1198.93	00166253
SCP DISTRIBUTORS LLC	V6411554	4355	706.84	00166464
SEHI COMPUTER PRODUCTS INC	V6404221	4310	20758.35	00165993
			187.02	00166089
			7564.05	00166374
		4320	1906.4	00166374
		4410	2280.53	00165895
			176043.56	00166089
			16970.8	00166374
			131839.5	00166394
SHERWIN WILLIAMS CO., THE	V6410919	4355	23.62	00166028
			85.06	00166195
			37.03	00166375
SHRED IT USA LLC	V6411124	5610	3413.27	00166029
			91.35	00166376
SHRM	V6413484	5310	219	00166377
SIGLER INC., RUSSELL	V6410420	4355	257.2	00166090
			1767.93	00166378
SIGN MART PLASTICS PLUS	V6412529	4320	3873.56	00166196
			3187.48	00166379
SOSA, KANDYCE	V6413144	8699	99.02	00165994
SOUTH COAST AIR QUALITY	V6404356	5880	421.02	00166395
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	87411.65	00165955
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	4310	1470.83	00166091
			596.51	00166396
		4320	112.37	00165896
		9320	494.3	00166062
			93.1	00166091
			1703.16	00166396
SPEECH LANGUAGE PATHOLOGY AUDIOLOGY	V6410486	5880	200	00165956
SPICERS PAPER INC	V6404405	4320	1524.99	00166197
SPICO SOLUTIONS INC	V6413571	5880	9000	00165861
SPRINT SOLUTIONS INC	V6411072	5918	321.18	00166280
STAPLES ADVANTAGE	V6410116	4310	321.79	00166092
		4320	192.32	00165897
			953.2	00166397
		4410	5602.78	00166397
		9320	0	00165897
			526.46	00166397
STEINBRICK, GAIL	V6408751	5220	77	00166030
T MOBILE	V6410424	5918	4401.8	00165932
			200.2	00166380
			35	00166383
			4216.02	00166465
		5930	53837.66	00166039
			40200.38	00166040
			20666.5	00166041
			20999.33	00166381
			40165.92	00166382
			59975.34	00166421
TAEHO AND EUNJU JUNG	V6413886	5870	480	00165957
THOMAS DUARTE	V6413904	5210	500	00166127
THOMSON REUTERS WEST	V6407958	5880	161	00165898
THRIVELY	V6413523	5880	75000	00166422
TIME AND ALARM SYSTEM	V6404729	4355	2710.44	00166254
TIME WARNER CABLE	V6411698	5930	972.2	00166093
TOWNSEND PUBLIC AFFAIRS INC.	V6413003	5810	5000	00165995

VENDOR CHECK REGISTER

October 6, 2020 through November 5, 2020

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
TURNITIN LLC	V6412039	5880	61400	00165862
TWINING CONSULTING	V6412575	5810	130	00165996
U S BANK	V6406511	4310	3293.45	00166423
		4320	784.6	00166423
		4347	15018.39	00166423
		5210	8668.41	00166423
		5880	939.85	00166423
ULINE	V6406546	4310	160.57	00166063
			329.66	00166198
		4320	607.06	00166063
		4347	2030.67	00166063
		5610	829.13	00166094
			-95.99	00166198
UNITED STATES ACADEMIC DECATHLON	V6404818	4310	700	00166064
VALLEY VISTA SERVICES INC	V6411966	5580	360.54	00165997
			2209.1	00166065
VERNIER SOFTWARE	V6404919	4310	395.69	00166095
VERTICAL TRANSPORT INC	V6413440	5610	925	00165998
VINCENT GOMEZ	V6413912	5220	52.04	00166281
VITAL INSPECTION SERVICES INC	V6412251	6291	9450	00166199
WALTERS WHOLESALE	V6409053	4355	276.2	00166066
			209.01	00166096
WASHINGTON MUSIC CENTER	V6413436	4310	39851.55	00166067
		4410	42344.83	00166067
WEATHERPROOFING TECHNOLOGIES INC	V6413385	5610	890	00166097
WELCH, JAMES	V6413922	5210	3500	00166398
WEST MUSIC	V6405036	4310	3576	00165899
			2916	00166068
WESTCOR ENVIRONMENTAL INC	V6412893	5610	8456	00166098
WEVIDEO INC	V6413653	5880	21547	00165999
WILSON LANGUAGE TRAINING	V6405084	4310	17755.83	00166000
WINZER	V6412060	4375	296.18	00166069
WON DOOR CORPORATION	V6410701	5610	931	00166070
XEROX CORPORATION	V6405129	5620	345.65	00166099
			2327.56	00166255
		5712	345.65	00166399
XEROX FINANCIAL SERVICES LLC	V6412617	5620	266.42	00166256
YAMAHA GOLF CARTS OF CALIFORNIA	V6405131	5610	298.48	00166257
GENERAL FUND (0101)			6,710,888.52	
CALIFORNIA CUSHION COMPANY INC.	V6411382	6274	72.18	00166001
CONTAINER ALLIANCE	V6412976	6274	419.04	00166002
			838.08	00166384
CRISP IMAGING	V6408990	6241	11966.6	00166182
DIVISION OF THE STATE ARCHITECT	V6411414	6210	52750	00166466
GANAHL LUMBER CO	V6401804	6274	223.09	00165958
GHATAODE BANNON ARCHITECTS	V6408656	6212	13257.5	00166003
			28624.5	00166128
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	34804	00166031
MANUFACTURES BANK	V6413517	6165	154312.16	00166042
MIKE ELAM CONSTRUCTION	V6412866	6274	3876.32	00166400
MOVER SERVICES INC	V6413679	6274	4000	00166385
NB CONSULTING ENGINEERS INC	V6409786	6212	6400	00166350
			15950	00166467
PINNER CONSTRUCTION CO INC	V6412130	6165	2469463.04	00166043
REVOLVING CASH FUND	V6405190	6210	1650	00165863
		6222	7000	00165863
THE NAZERIAN GROUP	V6413902	6165	909576.39	00166468
TWINING CONSULTING	V6412575	6290	801.72	00166004
VITAL INSPECTION SERVICES INC	V6412251	6291	20430	00166200
WOLVERINE FENCE COMPANY INC	V6410121	6165	11950	00166258
GOB,ELECTION 2014, SERIES 2018 (2126)			3,748,364.62	

VENDOR CHECK REGISTER

October 6, 2020 through November 5, 2020

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
BEST BUY FOR BUSINESS	V6408717	6411	329.24	00166386
COMMERCIAL DUE DILIGENCE SERVICES	V6413888	6211	1750	00166005
CRISP IMAGING	V6408990	6241	118.88	00166183
CULVER NEWLIN	V6411589	4310	29237.15	00166071
		4410	43933.49	00166071
DIVISION OF THE STATE ARCHITECT	V6411414	6210	3523.5	00166006
GHATAODE BANNON ARCHITECTS	V6408656	6212	900	00166007
INTELESYSONE INC.	V6412444	6490	5998.87	00166058
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	1568	00166032
SCHOOL FACILITY CONSULTANTS	V6404158	5810	552.5	00165864
			1667.5	00166201
CAPITAL FACILITIES FUND (2525)			89,579.13	
GHATAODE BANNON ARCHITECTS	V6408656	6212	6387.5	00166044
NB CONSULTING ENGINEERS INC	V6409786	6212	8900	00166351
			27827.5	00166469
CAPITAL FACILITIES AGENCY RDA (2545)			43,115.00	
CRISP IMAGING	V6408990	6241	169.23	00166184
FAST TRACK CONSTRUCTION CORPORATION	V6410454	6165	181460.54	00165959
GHATAODE BANNON ARCHITECTS	V6408656	6212	5287.5	00166008
GIANNELLI ELECTRIC INC.	V6401857	6270	210389.94	00166009
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	12168	00166033
SPECIAL FACILITIES FUND (4041)			409,475.21	
AUHSD	V6400400	5890	5492.36	00165933
WORKER'S COMPENSATION FUND (6768)			5,492.36	
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	9166.26	00165900
			8923.57	00166470
AUHSD	V6400400	5891	1068889.71	00165865
			896153.8	00166185
			1207213.89	00166352
BENEFIT AND RISK MANAGEMENT SERVICES	V6412889	5812	410344.55	00166186
CALIFORNIA SCHOOLS DENTAL COALITION	V6405368	5892	240847	00166034
DELTA DENTAL INSURANCE COMPANY	V6411391	5465	16820.67	00166424
EXPRESS SCRIPTS INC.	V6410974	5895	243329.42	00165960
			208605.58	00166129
			210217.54	00166306
			171308.75	00166353
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	13116.67	00166187
LINCOLN LIFE ASSURANCE COMPANY OF BOSTON	V6413790	5462	11977.2	00166307
PINNACLE CLAIMS MANAGEMENT INC.	V6409946	5812	668	00166354
RETIREE FIRST LLC.	V6413748	5466	29475.42	00166035
VISION SERVICE PLAN	V6404956	5464	51646.09	00166036
			224.78	00166037
HEALTH & WELFARE INS FUND (6769)			4,798,928.90	
GREATER ANAHEIM SELPA	V6401927	9620	1710987	00165901
			2075	00166100
WARRANT/PASS THROUGH (7676)			1,713,062.00	
Grand Total			17,518,905.74	

**ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
AUGUST 2020**

School Name	Prior Month Total	Current Month			
		Checking	Petty Cash / Change Fund	Savings	Total
Anaheim	369,011.64	318,163.84	1,000.00	48,479.56	367,643.40
Western	317,796.02	190,332.87	1,275.00	127,129.27	318,737.14
Magnolia	101,471.60	100,430.91	-	-	100,430.91
Savanna	85,456.21	87,337.13	-	221.39	87,558.52
Loara	155,537.23	82,366.74	800.00	69,263.00	152,429.74
Katella	192,032.34	189,767.47	2,100.00	-	191,867.47
Kennedy	383,007.20	377,781.15	-	-	377,781.15
Cypress	597,942.48	585,869.60	1,700.00	-	587,569.60
Brookhurst	14,531.05	14,254.51	-	-	14,254.51
Orangeview	38,190.11	38,744.30	100.00	-	38,844.30
Walker	105,222.56	103,234.87	-	-	103,234.87
Dale	50,138.11	50,063.53	100.00	-	50,163.53
Sycamore	33,891.03	32,205.93	-	-	32,205.93
Ball	16,247.22	15,632.52	-	-	15,632.52
South	66,129.53	72,112.42	-	85.00	72,197.42
Oxford	394,355.69	378,291.34	350.00	-	378,641.34
Lexington	32,079.82	33,328.87	-	-	33,328.87
Hope	80,340.18	81,925.28	-	-	81,925.28
Gilbert	37,394.14	37,721.14	-	-	37,721.14
Total	3,070,774.16	2,789,564.42	7,425.00	245,178.22	3,042,167.64

Anaheim Union High School District
Cafeteria Fund
Financial Statements
August 2020



Statement of Revenue and Expense

Anaheim Union High School District

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EXHIBIT YY

	Period 2 Ending in 08/31/2020				Period 2 Ending in 08/31/2019			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8621	\$0.00	0.00 %	\$0.00	0.00 %	\$38,643.00	1.89 %	\$40,719.00	1.98 %
Elementary - Lunch								
8632	\$0.00	0.00 %	\$0.00	0.00 %	\$5,745.25	0.28 %	\$5,745.25	0.28 %
High School - Breakfast								
8633	\$0.00	0.00 %	\$0.00	0.00 %	\$83,298.00	4.07 %	\$83,298.00	4.04 %
High School - Lunch								
8635	\$6.67	0.00 %	\$6.67	0.00 %	\$109,956.25	5.38 %	\$109,962.25	5.34 %
A La Carte Sales								
8636	\$2.78	0.00 %	\$2.78	0.00 %	\$22.25	0.00 %	\$22.25	0.00 %
Adult Rev. - Breakfast								
8637	\$41.75	0.01 %	\$41.75	0.00 %	\$1,926.35	0.09 %	\$1,926.35	0.09 %
Adult Rev. - Lunch								
Local Revenue	\$51.20	0.01 %	\$51.20	0.00 %	\$239,591.10	11.71 %	\$241,673.10	11.73 %
Federal Reimbursements								
8200	\$172,501.63	35.20 %	\$390,406.31	34.67 %	\$301,069.70	14.72 %	\$301,069.70	14.61 %
Fed. Meal Rev.-Breakfast								
8220	\$279,774.00	57.09 %	\$626,878.80	55.67 %	\$1,297,396.56	63.42 %	\$1,307,603.94	63.46 %
Fed. Meal Rev.-Lunch								
8290	\$0.00	0.00 %	\$0.00	0.00 %	\$50,268.38	2.46 %	\$50,268.38	2.44 %
Misc Fed Rev.-Snack								
Federal Reimbursements	\$452,275.63	92.29 %	\$1,017,285.11	90.35 %	\$1,648,734.64	80.60 %	\$1,658,942.02	80.52 %
State Reimbursements								
8500	\$18,711.83	3.82 %	\$42,286.04	3.76 %	\$33,688.18	1.65 %	\$33,688.18	1.64 %
St. Meal Rev.-Breakfast								
8520	\$19,001.32	3.88 %	\$42,575.51	3.78 %	\$91,411.71	4.47 %	\$92,119.79	4.47 %
St. Meal Rev.-Lunch								
State Reimbursements	\$37,713.15	7.70 %	\$84,861.55	7.54 %	\$125,099.89	6.12 %	\$125,807.97	6.11 %
Other Revenue								
8638	(\$5.21)	0.00 %	(\$5.21)	0.00 %	\$3,949.59	0.19 %	\$4,103.09	0.20 %
Cash Over & Short								
8699	\$0.00	0.00 %	\$23,782.82	2.11 %	\$28,240.14	1.38 %	\$29,846.14	1.45 %
Spec Activity/Cater								
Other Revenue	(\$5.21)	0.00 %	\$23,777.61	2.11 %	\$32,189.73	1.57 %	\$33,949.23	1.65 %
Total Revenue	\$490,034.77	100.00 %	\$1,125,975.47	100.00 %	\$2,045,615.36	100.00 %	\$2,060,372.32	100.00 %
Expense								
Food Purchases & Govnmt								
4700	\$132,881.96	27.12 %	\$250,051.18	22.21 %	\$712,341.38	34.82 %	\$740,939.33	35.96 %
Food Purchases								
Food Purchases & Govnmt	\$132,881.96	27.12 %	\$250,051.18	22.21 %	\$712,341.38	34.82 %	\$740,939.33	35.96 %
Supplies								
4300	\$7,060.49	1.44 %	\$30,256.59	2.69 %	\$6,262.53	0.31 %	\$13,081.77	0.63 %
Materials & Supplies								
4400	\$0.00	0.00 %	\$1,180.06	0.10 %	\$1,898.56	0.09 %	\$1,898.56	0.09 %
Noncapitalized Equipment-Under \$5000								
4790	(\$10,136.55)	-2.07 %	(\$13,843.70)	-1.23 %	\$39,455.24	1.93 %	\$64,264.82	3.12 %
Supplies (Food)								
Supplies	(\$3,076.06)	-0.63 %	\$17,592.95	1.56 %	\$47,616.33	2.33 %	\$79,245.15	3.85 %
Salaries								



Statement of Revenue and Expense

Anaheim Union High School District

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EXHIBIT YY

	Period 2 Ending in 08/31/2020				Period 2 Ending in 08/31/2019			
	Monthly	%	YTD	%	Monthly	%	YTD	%
2200	\$428,968.05	87.54 %	\$557,811.01	49.54 %	\$502,203.48	24.55 %	\$550,943.50	26.74 %
Classified Salaries								
2300	\$36,086.75	7.36 %	\$72,173.50	6.41 %	\$45,443.17	2.22 %	\$90,886.34	4.41 %
Class.Sup/Admin Salaries								
2400	\$34,228.10	6.98 %	\$62,905.55	5.59 %	\$38,525.70	1.88 %	\$62,994.49	3.06 %
Clerical/Office Salaries								
2550	\$0.00	0.00 %	\$0.00	0.00 %	\$12,339.00	0.60 %	\$12,339.00	0.60 %
Food Service Vacation Pay								
Salaries	\$499,282.90	101.89 %	\$692,890.06	61.54 %	\$598,511.35	29.26 %	\$717,163.33	34.81 %
Benefits								
3202	\$87,969.46	17.95 %	\$120,546.88	10.71 %	\$97,698.63	4.78 %	\$120,649.07	5.86 %
PERS, Classified Position								
3302	\$37,952.93	7.74 %	\$52,867.85	4.70 %	\$44,426.63	2.17 %	\$53,677.15	2.61 %
OASD/MED/Classified Position								
3402	\$200,318.85	40.88 %	\$402,066.91	35.71 %	\$201,158.04	9.83 %	\$402,314.26	19.53 %
Hlth/Welfare, Classified								
3502	\$248.24	0.05 %	\$345.79	0.03 %	\$294.06	0.01 %	\$354.50	0.02 %
SUI, Classified Position								
3602	\$13,135.82	2.68 %	\$18,263.44	1.62 %	\$14,975.93	0.73 %	\$18,037.70	0.88 %
Workers Comp, Classified								
Benefits	\$339,625.30	69.31 %	\$594,090.87	52.76 %	\$358,553.29	17.53 %	\$595,032.68	28.88 %
Other Expenses								
5200	\$739.24	0.15 %	\$962.86	0.09 %	\$2,109.93	0.10 %	\$2,516.87	0.12 %
Travel & Conference								
5500	\$60.00	0.01 %	\$4,460.00	0.40 %	\$925.00	0.05 %	\$10,065.00	0.49 %
Operation & Housekeeping								
5600	\$4,429.41	0.90 %	\$8,879.12	0.79 %	\$3,490.11	0.17 %	\$15,642.73	0.76 %
Rental/Lease/Repair								
5800	\$0.00	0.00 %	\$29,272.33	2.60 %	\$818.91	0.04 %	\$20,756.68	1.01 %
Prof. Consult Service								
5900	\$7,747.20	1.58 %	\$7,747.20	0.69 %	\$10,487.85	0.51 %	\$10,617.35	0.52 %
Fax, Pager, Postage								
Other Expenses	\$12,975.85	2.65 %	\$51,321.51	4.56 %	\$17,831.80	0.87 %	\$59,598.63	2.89 %
Capital Outlay								
6500	\$0.00	0.00 %	\$0.00	0.00 %	\$0.00	0.00 %	\$18,147.07	0.88 %
Equipment- Over \$5000								
Capital Outlay	\$0.00	0.00 %	\$0.00	0.00 %	\$0.00	0.00 %	\$18,147.07	0.88 %
Total Expense	\$981,689.95	200.33 %	\$1,605,946.57	142.63 %	\$1,734,854.15	84.81 %	\$2,210,126.19	107.27 %
Net Profit (Loss)	(\$491,655.18)	-100.33 %	(\$479,971.10)	-42.63 %	\$310,761.21	15.19 %	(\$149,753.87)	-7.27 %

Show all data



Balance Sheet
Anaheim Union High School District
08/31/2020

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EXHIBIT YY

Account Number	Description	
Asset	Assets	
CASH		
9120	Cash-Checking	\$4,847,272.41
9122	Change Fund	\$12,000.00
Total CASH		\$4,859,272.41
RECEIVABLE		
9210	A/R - Current	\$45,699.37
9280	A/R - State	\$224,698.19
9290	A/R - Federal	\$1,017,285.11
Total RECEIVABLE		\$1,287,682.67
INVENTORIES		
9321	Food	\$219,098.08
9323	Supplies	\$117,070.19
Total INVENTORIES		\$336,168.27
Total Asset		\$6,483,123.35
Liability	Liabilities and Fund Balance	
LIABILITIES		
9510	A/P - Current	\$1,025,616.98
9580	Sales Tax Liability	\$3.72
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$186,255.42
Total LIABILITIES		\$1,211,876.12
Total Liability		\$1,211,876.12
Fund Balance	Liabilities and Fund Balance	
FUND BALANCE		
9780	Spending Plan/Central Kitchen	\$3,871,410.12
9798	Fund Balance	\$1,879,808.17
Total FUND BALANCE		\$5,751,218.29
Total Fund Balance		\$5,751,218.29
Current Year Profit (Loss)		(\$479,971.10)
Total Liabilities and Fund Balance		\$6,483,123.31
Show all data		

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2020/21 MONTHLY ENROLLMENT REPORT

GROWTH vs. DECLINE - MONTH to MONTH COMPARISON**Month 2**

HIGH SCHOOL	Month 1	Month 2	Growth v. (Decline)
Anaheim	2,808	2,790	(18)
Cypress	2,919	2,909	(10)
Katella	2,723	2,723	-
Kennedy	2,233	2,228	(5)
Loara	1,870	1,881	11
Magnolia	1,693	1,684	(9)
Oxford	813	812	(1)
Savanna	1,752	1,749	(3)
Western	1,703	1,701	(2)
Total Senior High	18,514	18,477	(37)

JUNIOR HIGH SCHOOL	Month 1	Month 2	Growth v. (Decline)
Ball	879	883	4
Brookhurst	987	982	(5)
Dale	1,015	1,009	(6)
Lexington	1,246	1,242	(4)
Orangeview	847	851	4
Oxford	471	471	-
South	1,416	1,416	-
Sycamore	1,327	1,327	-
Walker	1,000	1,005	5
Total Junior High	9,188	9,186	(2)

Total Comprehensive Schools	27,702	27,663	(39)
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Alternative Education	Month 1	Month 2	Growth v. (Decline)
Anaheim Independent Learning Center	115	126	11
Cambridge Virtual Academy	247	241	(6)
Gilbert High School	479	473	(6)
Hope	239	238	(1)
Katella Satellite Independent Study	44	46	2
Kennedy Satellite Independent Study	70	72	2
Nonpublic Schools	37	36	(1)
Polaris High School	65	67	2
Special Education Transition Program	187	186	(1)
Western Independent Learning Center	61	62	1
Total Alternative Ed.	1,544	1,547	3
District Total	29,246	29,210	(36)

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2020/21 MONTHLY ENROLLMENT REPORT

MONTH 2

09/07/20 to 10/02/20

SCHOOL	REGULAR DAY					Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	9th	10th	11th	12th					
Anaheim	708	724	640	546		2,618	-	172	2,790
Cypress	682	750	681	709		2,822	1	86	2,909
Katella	638	659	640	602		2,539	-	184	2,723
Kennedy	545	520	540	535		2,140	1	87	2,228
Loara	437	423	447	438		1,745	1	135	1,881
Magnolia	455	359	379	350		1,543	-	141	1,684
Oxford	224	200	197	191		812	-	-	812
Savanna	461	427	374	399		1,661	-	88	1,749
Western	423	399	411	367		1,600	-	101	1,701
Total Comprehensive	4,573	4,461	4,309	4,137		17,480	3	994	18,477
Anaheim Independent Learning Center	-	1	19	106		126	-	-	126
Cambridge Virtual Academy	51	44	21	12		128	-	1	129
Gilbert High School	-	1	95	294		390	-	83	473
Katella Satellite Independent Study	1	10	7	28		46	-	-	46
Kennedy Satellite Independent Study	6	11	27	28		72	-	-	72
Nonpublic Schools	-	-	-	-		-	-	28	28
Polaris High School	12	7	20	21		60	-	-	60
Special Education Transition Program	-	-	-	-		-	-	186	186
Western Independent Learning Center	-	-	9	53		62	-	-	62
Total Alternative Ed	70	74	198	542		884	-	298	1,182
Hope	-	-	-	-		-	-	238	238
Total Senior High Schools	4,643	4,535	4,507	4,679		18,364	3	1,530	19,897

SCHOOL	REGULAR DAY				Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	7th	8th						
Ball	415	414		829		-	54	883
Brookhurst	435	497		932		-	50	982
Dale	513	457		970		-	39	1,009
Lexington	582	620		1,202		-	40	1,242
Orangeview	403	404		807		-	44	851
Oxford	230	241		471		-	-	471
South	668	683		1,351		-	65	1,416
Sycamore	644	619		1,263		-	64	1,327
Walker	469	506		975		-	30	1,005
Total Comprehensive	4,359	4,441		8,800		-	386	9,186
Cambridge Virtual Academy	63	49		112		-	-	112
Nonpublic Schools	-	-		-		-	8	8
Polaris High School	1	6		7		-	-	7
Total Junior High Schools	4,423	4,496		8,919		-	394	9,313

DISTRICT TOTAL 29,210



Memorandum of Understanding Anaheim Union High School District for School Year 2020/21

This MOU is entered into between Anaheim Union High School District (AUHSD) and Heads Up Checkup, Inc. for the purpose of providing access to Heads Up Checkup screening tools and reporting functionality for AUHSD to universally screen students for potential mental health issues to determine the need for follow-up assessments and linkage to mental health services in coordination with other community partners.

Parents/students will be given the option of not participating in the screening and consent will be given for any AUHSD or any community-based mental health services provided.

Screenings covered under this MOU will include:

MENTAL HEALTH AND BEHAVIORAL RISK SCREENING – 7th and 9th Grade Students Heads Up Checkup Self-Report Screening for Ages 12-17

School Year 2020/21	Licensing + Screening
For 7 th and 9 th grade students, ~10,000 students @\$4.99	\$49,910
For 7 th and 9 th and other grade students (ages 12 and up) who are Medi-Cal members, up to 5,000 or more screenings at no cost to AUHSD ¹	\$0

Includes:

- Customized landing page to access screening
- Customized Get Support Link
- Customized introduction on Feedback Results to students
- Pre-registration of all students based on spreadsheet roster provided by school
- Individual student accounts
 - Student completes screening through individual, secure, confidential account
 - Student can access Results Feedback through confidential account at any time
- Immediate notification of students self-reporting in crisis (Priority 5, 6).
- Access to Clinical Report of students' Priority 5 and 6 results for AUHSD designated Crisis Response Team
- Aggregated, de-identified data reports
 - Allows school administration to identify campus mental health trends and school culture

¹ Additional Screening costs for students who are Medi-Cal members are paid for by CalOptima through the Children's Mental Health Access Project, conditioned upon completion of HIPAA compliant data sharing agreement with independent evaluator.

- Can be used to inform needs for student social-emotional education programs
- HIPAA-compliant storage of student accounts and results data for the term of the license
- System training and pre-launch pilot
- Screening System Account manager and service representative

AGREED

On Behalf of AUHSD

By: _____

Date: _____

Print Name: Dr. Jaron Fried

Assistant Superintendent
Title: Educational Services Division

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 N. Crescent Way – P.O. Box 3520 Anaheim, CA
92803-3520

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this:

19 th	day of	November	2020
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by and between

Dr. Fernando Rodriguez-Valls

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District."

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

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

and

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

WHEREAS such services are needed on a limited basis.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be provided by Consultant:

Dr. Fernando Rodriguez-Valls, who is an associate professor at California State University, Fullerton, will agree to:

- Design virtual materials for professional development, curriculum and evaluation for the AUHSD Summer Language Academy (15 hours)
- Conduct professional development for District staff, teachers, and instructional assistants to prepare them to facilitate and teach the language and literacy development components of the Summer Language Academy virtually (15 hours)
- Observe the Summer Language Academy classrooms and gather data (30 hours)
- Analyze collected data and write a report to the District on the outcomes of the pilot (15 hours)

Site/School:	EL and Multilingual Services, ELD Program	Funds:	Learning Loss Mitigation Fund & ESSER Fund
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2. List of Other Supportive Staff or Consultants:

No other support staff is required.

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	November 20, 2020
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and shall diligently perform as specified and complete performance by:

Date:	July 31, 2021
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Consultant shall perform said services as an independent contractor and not as an employee of the District. Consultant shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such result is to be accomplished.

4. District shall prepare and furnish the following information to Consultant, upon request, such information as is reasonably necessary to the performance of Consultant to this AGREEMENT:

No other information from the District is needed.

5. District shall pay Consultant the maximum amount of

\$11,000

for services rendered

to # of people:	6-10 District staff (teachers and bilingual instructional assistants)	# hours per day:	5	# of days:	3
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pursuant to this AGREEMENT. Payment shall be made 15 to 30 days after receipt of invoice. Consultant shall submit an invoice to District.

6. District may at any time for any reason terminate this AGREEMENT. Written notice by the District's superintendent shall be sufficient to stop further performance of services by Consultant. The notice shall be deemed given when received or no later than three (3) days after the day of mailing, whichever is sooner.
7. Consultant agrees to and shall hold harmless and indemnify District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
- a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage, expense sustained by Consultant or any person, firm, or corporation employed by Consultant upon or in connection with the services called for in this AGREEMENT except for liability for damages referred to above which result from the sole negligence or willful misconduct of District, its officers, employees, or agents.

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

Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment/lawsuit reimbursement that may be rendered against the District, its officers, agents, or employees in any action suit, or other proceedings as a result thereof.

8. This AGREEMENT is not assignable without written consent of the parties hereto.
9. Consultant and assistants shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including Worker's Compensation.
10. Consultant, if an employee of another public agency, certifies that Consultant shall not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to the AGREEMENT.
11. The following is a brief description of what will be achieved by Consultant as a result of this AGREEMENT:

Dr. Rodriguez-Valls, in collaboration with District staff, will design and tailor the Summer Language Academy virtual curriculum to fit the needs of the District's English learner students. His services will also include professional development for district staff, teachers, and support staff, classroom observations, collection and analyzing of data, and presentation to the District with a written report of the program.

12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Dr. Rodriguez-Valls has created partnerships with school districts, local educational agencies and universities to develop and implement community-based literacy programs. His work focuses on equitable instructional practices for second language learners and migrant students as well as on the socio-cultural factors affecting their academic achievement, educational continuity and school engagement.

List any technical support that will need to be supplied by District:

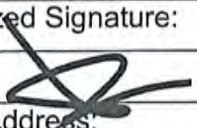
No technical support is needed.

COMMON-LAW FACTORS (IRS Revenue Rule 87-41)

Mark all items that are true for the intended Consultant (if completing on-line, double click the box to mark):

- ☒ **No Instructions:** The consultant will not be required to follow explicit instructions to accomplish the job.
- ☒ **No Training:** The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.
- ☒ **Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the consultant.
- ☒ **Right to Hire Others:** The consultant is being hired to provide a result and will have the right to hire others for actual work, unless otherwise noted.
- ☒ **Control of Assistants:** Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.
- ☒ **Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
- ☒ **Own Work Hours:** Consultant will establish work hours for the job.
- ☒ **Time to Pursue Other Work:** Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.
- ☐ **Job Location:** Consultant controls job location, under District discretion, whether on employer's site or not.
- ☐ **Order of Work:** Consultant, rather than employer, determines order or sequence of steps in performance of work.
- ☒ **No Interim Reports:** Only specific pre-determined reports defined in the consulting agreement.
- ☒ **Basis of Payment:** Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.
- ☒ **Business Expenses:** Consultant is responsible for incidental or special business expenses.
- ☐ **Tools and Equipment:** Consultant furnishes the identified tools and equipment needed for the job.
- ☒ **Significant Investment:** Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.
- ☒ **Possible Profit or Loss:** Consultant does these (check valid items):
 - ☒ Hires, directs, pays assistants
 - ☐ Has equipment, facilities
 - ☒ Has a continuing and recurring liability
 - ☒ Performs specific jobs for prices agreed-upon in advance
 - ☐ Lists services in Business Directory
 - ☐ Other (explain) _____
- ☒ **Work for Multiple Employers:** Consultant may perform services for more than one employer simultaneously, unless otherwise noted.
- ☐ **Services Available to the General Public** (check valid items):
 - ☐ Maintains an office
 - ☐ Business license
 - ☐ Business signs
 - ☐ Advertises services
 - ☐ Lists services in Business Directory
 - ☐ Other (explain) _____
- ☒ **Limited Right to Discharge:** Consultant not subject to termination as long as contract specifications are met, unless otherwise noted (see Agreement #5 and #11).
- ☒ **No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:		DISTRICT:	
Typed Name of consultant (same as page 1):			
Dr. Fernando Rodriguez-Valls		Anaheim Union High School District	
Typed Name/Title of Authorized Signatory:		Typed Name of Assistant Superintendent:	
Dr. Fernando Rodriguez-Valls		Dr. Jaron Fried	
Authorized Signature:		Signature of Assistant Superintendent:	
			
Street Address:		Street Address:	
538, Wickliffe Dr.		501 N. Crescent Way, P.O. Box 3520	
City, State, Zip Code		City, State, Zip Code	
Pasadena, CA 91106		Anaheim, CA 92803-3520	
Date:		Date:	
October 21, 2020			

Mark Appropriately:

Independent/Sole Proprietor:	X
Corporation:	
Partnership:	
Other/Specify:	

Social Security Number* or Federal Identification Number*

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*Or, initial below:

<input checked="" type="checkbox"/> FRV	I have completed a new IRS Form W-9 that will be submitted directly to AUHSD Accounting.
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Telephone Number:

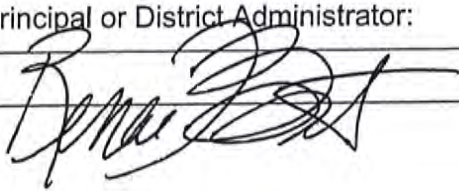
E-mail Address:

(626) 354-6094	Frodriguez-valls@fullerton.edu
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If a company/corporation is being approved, the signature must be that of a responsible person. Typed company/corporation/individual's name must be identical to that on page 1.

PRINCIPAL/DISTRICT ADMINISTRATOR:

Signature of Principal or District Administrator:

Signature:		Date:	October 21, 2020
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Memorandum of Understanding

This Memorandum of Understanding (MOU) is made by and between SETI Institute, of 189 North Bernardo Ave Suite 200, Mountain View, California 94043, and Anaheim Union High School District, of 501 N. Crescent Way, Anaheim, CA 92801.

Background

The SETI Institute is a nonprofit scientific and educational organization founded in 1984 with the mission statement: *“to explore, understand, and explain the origin and nature of life in the universe, and to apply the knowledge gained to inspire and guide present and future generations. We have a passion for discovery, and for sharing knowledge as scientific ambassadors to the public, the press, and the government.”* The Institute has substantial experience in curriculum development and educator professional development (PD) programs.

The SETI Institute has received NASA funding to conduct the Airborne Astronomy Ambassador (AAA) education program that harnesses the unique and inspirational attributes of NASA observatories and multi-wavelength astronomy resources to improve science teaching, impact student standards-based classroom outcomes, and effectively engage learners with NASA science education programs and activities. The AAA program provides teachers access to NASA assets such as the Stratospheric Observatory for Infrared Astronomy (SOFIA), that has a console dedicated for use by AAA teachers, and the Infrared Telescope Facility (IRTF) on Mauna Kea in Hawai‘i.

Purpose

The purpose of this MOU is to establish an agreement between the SETI Institute and Anaheim Union High School District that will:

(1) foster development and delivery of science teacher professional development (PD), (2) support classroom implementation of a NASA AAA science curriculum, (3) enable measurement of student standard-based learning outcomes in terms of understanding specific science concepts, crosscutting ideas, and science practices; and (4) enable measurement of changes in student attitudes toward STEM, STEM learning, and STEM careers.

The above goals will be accomplished via the work and activities described below.

Scope of Work

I. AAA Cycle 9 Teacher Participant Selection

Teachers eligible for AAA participation in 2021 (SOFIA Cycle 9) nominally will be in least their 3rd year of service in fall 2020, with middle or high school teaching assignments including at least two classes of Physics (other than AP Physics), Physics of the Universe (or other integrated model), Astronomy, Physical Science, and/or Earth & Space Science. Qualifying courses must include a curriculum component that addresses the electromagnetic spectrum and/or astronomy. Teachers must be assigned to teach these courses during the 2021-22 school year. (Note: Selected teacher participants must also receive final approval from NASA HQ. The number of participants from each district is TBD.)

Anticipated timeline: AAA application and selection processes will occur during fall/early winter 2020; selected AAA teacher participants (AAAs) will be announced in January 2021.

Roles and Responsibilities

- **SETI Institute:**
 - Coordinate and oversee online application processes and teacher agreement documents.
 - Upon closure of the application deadline, the SETI Institute will compile applications for Anaheim Union High School District, AAA program staff, WestEd, and NASA HQ for review and selection.

- **Anaheim Union High School District:**
 - Disseminate program opportunity and application information.
 - Vet teacher eligibility and participate in the final selection process for teachers recommended for participation by the review panel.

II. AAA Cycle 9 Teacher Participant Professional Development (in preparation for STEM immersion experience)

AAA participant professional development (PD) includes NASA SOFIA and multi-wavelength astronomy content, NASA research processes and resources, and 3-dimensional science curricular component training.

Anticipated teacher PD commitments are to a blended learning experience extending from **February through July of 2021** comprised of: (1) approximately 6 biweekly webinars, (2) approximately 25 hours of asynchronous online content learning, and (3) a day-long in-person workshop (location TBD; virtual options will be made available if required due to travel restrictions and/or COVID-19 concerns).

Roles and Responsibilities

- **SETI Institute:**
 - Pay any online training course registration fees, if applicable.
 - Plan, coordinate, and deliver NASA specific content (electromagnetic spectrum; multi-wavelength astronomy) and hands-on curriculum component training and preparation through a blend of web-based synchronous and asynchronous sessions plus a full-day, in-person workshop.
 - Certify, via letter to each AAA total PD hours of program participation, before, during, and after the STEM Immersion Experience, such as SOFIA flight week.
 - Provide science activity materials for schools/districts to keep.
 - Provide other curriculum support, as needed.

Performed by WestEd under the SETI Institute:

- Interview select AAAs on the sufficiency of support materials and PD exposure.
- Survey all AAAs on the sufficiency of support materials and PD exposure.
- **Anaheim Union High School District:**
 - Support AAA teachers' commitment to complete program PD and other flight week preparations.
 - Provide district liaison (district science coordinator or equivalent) to facilitate and monitor teachers' participation in the project.
 - Optional: District liaison travel expenses and time for in-person workshop participation.

III. AAA Cycle 9 Teacher Participant STEM immersion experience

AAAs will participate in a week-long intensive STEM immersion experience during 2021. During that week, AAAs will be out of their classroom. STEM immersion weeks will include two scheduled overnight observatory experiences (e.g. aboard SOFIA or at the IRTF on the summit of Mauna Kea), NASA facility tours, and meetings with subject matter experts (scientists, engineers, and other professionals). AAAs will participate in STEM Immersion weeks in groups (usually of 4 AAAs), and will be scheduled taking AAA availability into account.

Roles and Responsibilities

- **SETI Institute:**
 - Coordinate submission of NASA forms and other documents required for STEM Immersion week participation.
 - Provide facilitator and official NASA escort during all aspects of STEM Immersion week.
 - Provide AAA travel expenses, housing (private room), and meals for the STEM immersion week.
 - Provide and foster access for AAA participants to NASA subject matter experts.
 - Lead and coordinate all media and NASA public affairs actions related to AAA program participation.

Performed by WestEd under the SETI Institute:

- Evaluate AAA experiences with SETI Institute-created support materials during STEM immersion week.
- Interview select AAAs after STEM immersion week.

- **Anaheim Union High School District:**
 - Support potential, high profile/positive media exposure during STEM Immersion weeks led by the SETI Institute's Public Affairs manager.
 - Support selected teacher AAAs' involvement in STEM Immersion week activities, including providing substitute teacher coverage during AAA school absence. Please note, this means leaving their classroom / work site for a week.
 - The Ambassador program depends on districts committing to the release of teachers even if STEM immersion week schedules change on short notice. Cost of substitute teachers will be borne by Anaheim Union High School District.

IV. Curriculum implementation, Measurement of Student Outcomes, and Program Evaluation

The SETI Institute will use their contractor WestEd for evaluation services throughout this program, as specified below. Please note that any and all student assessment and evaluation data gathered will be aggregated and anonymous, with no associated individual student identification.

AAA participants will implement the curriculum component after their flight week experience. Content will cover appropriate NASA related science concepts focused on the topics: the electromagnetic spectrum and multi-wavelength astronomy. Lessons feature authentic research case studies. Evaluation instruments will be employed to determine standards-based student learning outcomes and changes in student attitudes toward STEM.

Roles and Responsibilities

- **SETI Institute:**
 - Refine evaluation instruments in alignment with curriculum component and activities.
 - Provide access to NASA subject matter experts for student questions, real world science guidance, and/or classroom presentations (virtual or in person) as driven by school/curriculum needs.
 - Provide continued post-STEM immersion week PD activities.
- Performed by WestEd under the SETI Institute:
 - Support and partner with the SETI Institute in refinement of test instruments, in alignment with curriculum component and activities
 - Collect and analyze anonymous learning instrument data from students of AAAs.
- **Anaheim Union High School District:**
 - Support AAAs implementing NASA AAA curriculum with students in designated courses during the 2021-2022 school year.
 - Support AAAs administering encoded or anonymous student pre- and post-assessments and surveys used for program evaluation.
 - Support AAAs completing any required documentation of their curriculum implementation, feedback on any implementation issues, and feedback on the usefulness of the curriculum for their students' learning.
 - Provide SETI Institute / WestEd with anonymous student data on students of AAA teachers or schools (TBD) deemed necessary for evaluation and/or aggregated reporting. Demographics may include race/ethnicity, and free or reduced lunch status.

AAA Cycle 9 Timeline Summary

- (1) MOU processes initiated before 2020 Fall AAA application window begins.
- (2) Applications of Cycle 9 AAAs accepted and reviewed early January 2021 (exact dates TBD).
- (3) Announcement of AAA selection, January 2021.
- (4) AAA professional development, February – July 2021.
- (5) STEM Immersion weeks, August – December 2021 (exact dates TBD).
- (6) Implementation of NASA AAA curriculum module during 2021-22 school year.

V. AAA Cycle 8 Participation (if applicable)

If Anaheim Union High School District has a teacher participant in the Cycle 8 cohort, this MOU will also extend the period of performance of the current MOU to accommodate Cycle 8 STEM immersion week scheduling.

VI. Disclaimers

Funding: The MOU is not a commitment of specific funds. The SETI Institute will be responsible for AAA travel expenses, housing (private room), and meals for all required in-person meetings and STEM immersion week activities. Anaheim Union High School District will absorb the cost of substitute teachers while the teachers are out of the classroom during the STEM Immersion week. If Anaheim Union High School District elects to authorize travel by a science coordinator or equivalent to join AAAs during STEM Immersion week events, Anaheim Union High School District will absorb travel expenses and time away from regular assignments.

Duration: This MOU is at-will and may be modified by mutual consent of the authorized officials, signed below. This MOU shall become effective upon signature by the authorized officials and will remain in effect until July 1, 2022 or until modified or terminated by mutual consent.

DISCLAIMER

In the event the Government does not continue the support of this MOU to allow completion of the work addressed, neither party will be liable to the other for any incurred expenses.

This MOU is the complete agreement between parties and may be amended only by written agreement signed by each of the parties involved.

SETI INSTITUTE:

ANAHEIM UNION HIGH SCHOOL DISTRICT



Bill Diamond
President & CEO

Jaron Fried, Ed. D
Assistant Superintendent of Educational Services

Date: 10/14/2020

Date: _____



ORDER FORM

Company Address	709 Sycamore Avenue Tinton Falls, NJ 07702 United States	Date	10/13/2020
Prepared By	SysCloud, Inc	Quote Number	00000424
Email	finance@syscloud.com	Quote To Name	Erik Greenwood
Title	Sales Ops	Account Name	Anaheim Union High School District
		Billing Address	501 N. Crescent Way, Anaheim, California 92801 United States
		Email	greenwood@auhsd.us
		Expiration Date	12/1/2020

Address Information

Bill To Name	Anaheim Union High School District	Ship To Name	Anaheim Union High School District
Bill To	501 N. Crescent Way, Anaheim, California 92801 United States	Ship To	501 N. Crescent Way, Anaheim, California 92801 United States

Terms

Contract Start Date	11/20/2020	Billing Frequency	Annual
Contract End Date	11/19/2021	Billing Method	Email
Staff Count	unlimited users	Payment Method	Wire Transfer Check

Cloud technology Used

GSuite	<input checked="" type="checkbox"/>	Office 365	<input type="checkbox"/>
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Services

Product Name	Quantity	Sales Price	Total Price
Backup	1.00	\$11,666.50	\$11,666.50
Security & Compliance	1.00	\$11,666.50	\$11,666.50
Subtotal			\$23,333.00
Discount			0.00%
Grand Total			\$23,333.00

☐ Initialize here for 3 year agreement with unit price rate lock (if you select this option, the Contract End Date will be adjusted accordingly to accommodate the 3 year period from Contract Start Date).

☐ Initialize here for 1 year agreement, without unit price rate lock.

- Grand total shown above is for a yearly contract unless otherwise noted.
- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is a quote and not invoice.



- Your subscription renews automatically at the end of each annual subscription period unless you give notice of non-renewal in writing in no less than 90 days in advance of the end of the subscription term.
- For any requested changes in contract terms, we must be notified 30 days in advance of the end of the subscription term.
- Note - for 3 year agreement, the price of the unit is locked, and will not change during the contract duration. For any additional consumption, you will be charged additional during the contract period.

Sales Tax Exemption Information

Is your organization Sales Tax exempt? (Customer to complete)

☐ - Yes

☐ - No

If yes, please send sales tax exemption certificate to finance@syscloud.com along with the signed Order Form.

Legal Documentation

Our Privacy Policy can be found [here](#)

Our Terms of Service can be found [here](#)

Our Service Level Agreement can be found [here](#)

Our Security Practices can be found [here](#)

PURCHASE ORDER INFORMATION:

Is a Purchase Order (PO) required for the purchase or payment of the products on this order form? (Customer to complete).

☐ - No

☐ - Yes. If yes, expected PO date (__ / __ / __)

Please forward the PO to finance@syscloud.com.

ACCOUNTS PAYABLE INFORMATION:

AP Contact Name: _____

AP Email: _____

AP Contact No: _____

Signature

Upon signature by the Customer and submission to SysCloud, this Quote will become legally binding and will be considered as Order Form, unless this Order Form is rejected by SysCloud for any of the following reasons:

- (1) the signatory below does not have the authority to bind Customer to this Order Form,
- (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or
- (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form.

Authorized By :

Contact Name : _____

Title : _____

Signature : _____

Dated : _____

SysCloud, Inc :

Contact Name : Ryan Nix

Title : Director of Sales

Signature : *Ryan Nix*

Dated : 10/14/2020



1215 Fourth Ave, Suite 1500
Seattle, WA 98161

Quote Number 00010145

10/22/2020

Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92801-5401
United States

School year 2020- 2021

Digital Curriculum Solution

Product Description	Quantity	Applicable To Year	List Price	Sales Price	Total Price
Courses: Unlimited enrollment subscription	200.00	1	\$250.00	\$83.33	\$16,666.00
Grand Total					\$16,666.00

Access through

Order End Date 8/20/2021

Prices above do not include any applicable sales or other taxes. Additional purchases after the order end date may be subject to an annual price increase.

The purchase of the digital curriculum solution in this quote is subject to the Apex Learning Terms & Conditions available at:
<https://www.apexlearning.com/ClientAT>.

Please email the signed quote and a purchase order to salesdocs@apexlearning.com or fax to (206) 381-5601.
Thank you for your consideration of an Apex Learning digital learning solution.

Regards,

Armine Movsesyan

Quote Acceptance

Signature: _____ Date: _____

Printed Name: _____ Title: _____

AGREEMENT NUMBER: 50456

1 ANAHEIM UNION HIGH SCHOOL DISTRICT
2 STRONG WORKFORCE PROGRAM (SWP) K12 PATHWAY IMPROVEMENT GRANT (ROUND 2)
3 SERVICE AGREEMENT

4 This AGREEMENT is hereby entered into this 1st day of July, 2020, which date is enumerated
5 for purposes of reference only, by and between the Orange County Superintendent of Schools, 200
6 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, hereinafter referred to as
7 "SUPERINTENDENT", and Anaheim Union High School District, 501 North Crescent Way, Anaheim,
8 California 92803, hereinafter referred to as "DISTRICT". SUPERINTENDENT and DISTRICT shall be
9 individually referred to as "Party" and collectively referred to as the "Parties."

10 WHEREAS, the Rancho Santiago Community College District (RSCCD) was selected as the Fiscal
11 Agent for the Strong Workforce Program (SWP) K12 Pathway Improvement grant (Round 2) by the
12 California Community Colleges Chancellor's Office, Division of Workforce and Economic Development
13 to subcontract with Local Educational Agencies to implement career education, K-12 to community
14 college pathway improvement projects that connect to in-demand, high-wage occupations in the
15 region; and

16 WHEREAS, RSCCD has selected SUPERINTENDENT to serve as a subcontractor for the Strong
17 Workforce Program (SWP) K12 Pathway Improvement grant; and

18 WHEREAS, SUPERINTENDENT is specially trained, experienced and competent to perform the
19 services required by RSCCD and is agreeable to the rendering of such services according to the terms
20 and conditions hereinafter set forth.

21 WHEREAS, the Strong Workforce Program (SWP) K12 Pathway Improvement grant requires
22 SUPERINTENDENT to allocate a portion of the grant funds to LEA's throughout Los Angeles and Orange
23 Counties; and

24 WHEREAS, DISTRICT is specially trained, experienced and competent to perform the services
25

1 required by SUPERINTENDENT and RSCCD and is agreeable to the rendering of such services according
2 to the terms and conditions hereinafter set forth.

3 NOW, THEREFORE, the Parties agree as follows:

4 **1.0 TERM.** The term of this AGREEMENT shall commence on July 1, 2020 and terminate on
5 December 31, 2022, subject to earlier termination as set forth in this AGREEMENT, provided, however,
6 DISTRICT shall be obligated to perform such duties as would normally extend beyond this term
7 including, but not limited to, obligations with respect to indemnification, audits, reporting, and
8 accounting.

9 **2.0 SCOPE OF WORK.**

10 A. SUPERINTENDENT hereby engages DISTRICT as an independent contractor to perform the
11 following described work and DISTRICT hereby agrees to perform said work upon the terms and
12 conditions hereinafter set forth. DISTRICT shall meet all of the contractual requirement listed herein
13 and shall provide all labor, materials, supplies, and equipment necessary to fully perform all
14 responsibilities required by this AGREEMENT and specifically described in Exhibit "A", Scope of Work,
15 which is attached hereto and incorporated herein by this reference to this AGREEMENT.

16 **3.0 TOTAL COMPENSATION.**

17 A. The Maximum Payment Obligation of SUPERINTENDENT to DISTRICT under this
18 AGREEMENT for the period of July 1, 2020 through December 31, 2022 is Four hundred thirty-six
19 thousand six hundred eighty-four dollars (\$436,684.00). Payment shall be based on seventy percent
20 (70%) in advance and a progress payment of thirty percent (30%). Payment shall not exceed the
21 amount listed above.

22 B. DISTRICT agrees to comply with all Strong Workforce Program (SWP) K12 Pathway
23 Improvement grant requirements and is solely responsible for the appropriate expenditure of all
24 Strong Workforce Program (SWP) K12 Pathway Improvement grant funds received and for any
25

1 misappropriation or dis-allowment of grant funds. DISTRICT shall establish and maintain fiscal control
2 and accounting procedures as may be necessary to assure proper accounting for all funds under this
3 AGREEMENT. Any work performed prior to approval of the SUPERINTENDENT will be rendered on a
4 voluntary basis, and shall not be compensated unless and until funding is authorized. Any work
5 performed prior to approval of the State of California will be rendered on a voluntary basis and shall
6 not be compensated unless and until funding is authorized.

7 **4.0 BUDGET ALLOCATION.**

8 A. The K12 Strong Workforce (SWP) Program K12 Pathway Improvement grant funds shall be
9 expended only for those purposes expressed in the Scope of Work, Exhibit A submitted by DISTRICT
10 under Section 2.0 of this AGREEMENT. No monies from the Strong Workforce Program (SWP) K12
11 Pathway Improvement grant shall be used to supplant state or local general fund money of any
12 purpose. Strong Workforce Program (SWP) K12 Pathway Improvement grant funds shall be allocated
13 for the term of the AGREEMENT pursuant to Exhibit "B", "Budget Form", which is attached hereto and
14 incorporated herein by this reference to this AGREEMENT. DISTRICT shall return the completed
15 Budget Form and invoice along with the signed AGREEMENT. As part of the budgeting process,
16 DISTRICT agrees that a minimum of ten percent (10%) of funds will be reserved for appropriate
17 expenditure of consortium activities. Once SUPERINTENDENT has approved DISTRICT's budget,
18 DISTRICT must obtain prior written approval from SUPERINTENDENT for any budget revisions, where
19 an adjustment of funds in a line item are different from the originally approved budget by more than
20 ten percent (10%) and as long as the total dollar amount is not affected and the outcomes of the
21 Agreement will not be materially affected.

22
23 B. If the DISTRICT wishes to make substantial changes to the Scope of Work, then a revised
24 Scope of Work that describes the requested changes and their impact to the budget and outcomes
25 must be submitted and approved by the SUPERINTENDENT in writing. Substantial changes are those

1 that would represent a significant deviation from the approved scope of work and would lead to
2 different outcomes or fall outside of the generally understood purpose of the use of the funds.
3 Changes in methods of implementation (i.e., the means by which the approved scope of work is
4 implemented) or movement between budget line items would not be considered substantial changes,
5 and would not require prior approval.

6 **5.0 PAYMENT AND INVOICING.**

7 A. SUPERINTENDENT, under the terms of this AGREEMENT, shall pay DISTRICT an advance
8 payment of seventy (70%) and a progress payment of thirty percent (30%), based on the maximum
9 payment obligation identified in Paragraph 3.0 Total Compensation of this AGREEMENT for providing
10 the services and activities hereunder identified in Exhibit A; provided, however, the total of such
11 payments does not exceed DISTRICT's maximum obligation; and provided further, DISTRICT's costs
12 shall be reimbursable pursuant to State and Federal Regulations. DISTRICT shall be responsible for all
13 other expenses incurred in connection with the performance of this AGREEMENT. Payment to
14 DISTRICT should be released by SUPERINTENDENT no later than thirty (30) calendar days after receipt
15 of signed AGREEMENT, completed and approved Strong Workforce Program (SWP) K12 Pathway
16 Improvement grant Budget Form and DISTRICT's invoice.

17 DISTRICT shall submit invoices for payment to:

18 Diane Campbell
19 Email: dianecampbell@ocde.us
20 Telephone: (714) 966-3532

21 B. For travel necessary to the performance of this AGREEMENT, DISTRICT's travel and other
22 travel related expense reimbursement claims shall not exceed the travel policy and procedures of the
23 State of California. Travel and other related travel expenses shall be limited to those necessary for the
24 performance of this AGREEMENT. Travel outside of the State of California must be authorized in
25 writing by SUPERINTENDENT prior to travel. Travel outside of the United States is not permitted.

C. DISTRICT's billings shall be submitted on DISTRICT's Invoice in duplicate. DISTRICT shall

1 submit SUPERINTENDENT'S Expenditure Report Form - Strong Workforce Program (SWP) K12 Pathway
2 Improvement grant, which is attached hereto as Exhibit "C" and incorporated herein by reference to
3 this AGREEMENT. Timelines for the submittal of the Expenditure Report Form will be based on
4 requirements set forth by RSCCD to SUPERINTENDENT.

5 D. All DISTRICT's Expenditure Report Forms submitted to SUPERINTENDENT shall be
6 supported by source documentation including, but not limited to, ledgers, invoices, receipts, receiving
7 records, and records of services provided.

8 E. Any payment made by SUPERINTENDENT to DISTRICT in excess of that of which DISTRICT
9 is entitled under this AGREEMENT shall be immediately due to SUPERINTENDENT and repaid by
10 DISTRICT. In this regard, DISTRICT shall make repayment on any overpayment within thirty (30) days
11 after the date SUPERINTENDENT requests the repayment in writing. Nothing in this AGREEMENT shall
12 be construed as limiting the remedies of SUPERINTENDENT in the event that an overpayment has been
13 made.

14 F. SUPERINTENDENT may withhold or delay any payment if DISTRICT fails to comply with
15 any provision set forth in this AGREEMENT.

16 G. DISTRICT shall not claim reimbursement for services provided beyond the expiration
17 and/or termination of this AGREEMENT, except as may otherwise be provided under this AGREEMENT.

18 H. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the
19 availability of funds furnished by RSCCD. It is mutually agreed that if the current fiscal year covered
20 under this AGREEMENT does not appropriate sufficient funds for this program, this AGREEMENT shall
21 be of no further force and effect and shall be terminated. In this event, SUPERINTENDENT shall have
22 no liability to pay any funds whatsoever to DISTRICT or to furnish any other considerations under this
23 AGREEMENT and DISTRICT shall not be obligated to perform any provisions of this AGREEMENT. If
24 funding for any fiscal year is reduced, or deleted for purposes of this program, the SUPERINTENDENT
25

1 shall have the option to either terminate this AGREEMENT with no liability occurring to the
2 SUPERINTENDENT or offer an amendment to DISTRICT to reflect the reduced amount.
3 SUPERINTENDENT shall give DISTRICT written notification of such termination. Notice shall be deemed
4 served on the date of mailing.

5 **6.0 REPORTS.**

6 DISTRICT shall submit to SUPERINTENDENT reports as requested or required by SUPERINTENDENT
7 and/or RCSSD concerning DISTRICT's activities as they affect the services hereunder. Reports shall be
8 submitted in a timely manner. SUPERINTENDENT shall be specific to the information requested and
9 allow DISTRICT thirty (30) calendar days to respond.

10 **7.0 RECORDS MANAGEMENT AND MAINTENANCE.**

11 A. DISTRICT shall, throughout the term of this AGREEMENT, prepare, maintain and manage
12 records appropriate to the services provided and in accordance with this AGREEMENT and all
13 applicable requirements.

14 B. DISTRICT shall ensure appropriate financial records related to cost reporting,
15 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

16 C. DISTRICT shall retain all financial records for a minimum of three (3) years after the
17 completion of the activities for which the funds are used and until audit findings are resolved, or due
18 to legal proceedings such as litigations and/or settlement of claims whichever is longer.

19 D. DISTRICT shall notify SUPERINTENDENT of any Public Record Act (PRA) requests within
20 forty-eight (48) hours of receipt of said request. DISTRICT shall provide SUPERINTENDENT with all
21 information that is requested and provided by DISTRICT.

22 **8.0 INDEPENDENT CONTRACTOR.**

23 A. DISTRICT is, and shall at all times be deemed to be, an independent contractor and shall
24 be wholly responsible for the manner in which it performs the services required of it by the terms of
25

1 this AGREEMENT.

2 B. DISTRICT warrants that it has all necessary licenses required to perform the services
3 required by the terms of this AGREEMENT.

4 C. DISTRICT is entirely responsible for compensating staff, subcontractors, and consultants
5 employed by DISTRICT. This AGREEMENT shall not be construed as creating the relationship of
6 employer and employee, or principal and agent between SUPERINTENDENT and DISTRICT or any of
7 DISTRICT's employees, agents, consultants, or subcontractors. DISTRICT understands and agrees that
8 he/she and all his/her employees shall not be considered officers, employees or agents of
9 SUPERINTENDENT, and are not entitled to benefits of any kind or nature normally provided employees
10 of SUPERINTENDENT and/or to which SUPERINTENDENT's employees are normally entitled, including,
11 but not limited to, State Unemployment Insurance or Workers' Compensation. DISTRICT shall assume
12 full responsibility for payment of all federal, state and local taxes or contributions, including
13 unemployment insurance, social security and income taxes with respect to DISTRICT's employees.

14 D. DISTRICT assumes exclusively the responsibility for the acts of its employees, agents,
15 consultants, or subcontractors as they relate to the services to be provided during the course and
16 scope of their employment.

17 E. DISTRICT, its agents, employees, consultants, or subcontractors, shall not be entitled to
18 any rights or privileges of SUPERINTENDENT's employees and shall not be considered in any manner
19 to be SUPERINTENDENT's employees.

20 **9.0 INDEMNIFICATION.**

21 A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its
22 Governing Board, and their officers, agents, and employees from liability and claims of liability for
23 bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any
24 property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of
25

1 employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during
2 the period of this AGREEMENT.

3 B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the
4 Orange County Board of Education and its officers, agents, and employees, from liability and claims of
5 liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or
6 damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or
7 omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.

8 C. DISTRICT agrees to indemnify, defend and save harmless the State of California, its
9 officers, agents and employees from any and all claims and losses accruing or resulting to any and all
10 contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing
11 or supplying work services, materials, or supplies in connection with the performance of this
12 AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm or
13 corporation who may be injured or damaged by DISTRICT in the performance of this AGREEMENT.

14 **10.0 COPYRIGHT.** SUPERINTENDENT and the State of California shall have a royalty-free,
15 nonexclusive, and irrevocable license to publish, translate, or use now and continuing all material and
16 work product (both tangible and intangible), if any, developed under this AGREEMENT including those
17 materials covered by copyright.

18 **11.0 CONFIDENTIALITY.** SUPERINTENDENT and DISTRICT shall maintain the confidentiality of all
19 records, including any hard copies, and/or electronic or computer based data, and/or audio and/or
20 video recordings, in accordance with all applicable state and federal codes and regulations relating to
21 privacy and confidentiality as they now exist or may hereafter be amended or changed. The
22 confidentiality requirements under this paragraph shall survive the termination or expiration of this
23 AGREEMENT or any subsequent agreement intended to supersede this AGREEMENT.

24 **12.0 CONFLICT OF INTEREST.** The Parties hereto acknowledge that DISTRICT may be affiliated with
25

1 one or more organizations or professional practices located in DISTRICT's county. DISTRICT therefore
2 warrants that he/she shall not violate any applicable law, rule or regulation of any governmental entity
3 relating to conflict of interest. DISTRICT shall not knowingly undertake any act which unjustifiably
4 results in any relative benefit to any organization or professional practice with which he/she is
5 affiliated as a direct or indirect result, whether economic or otherwise in nature, of the performance
6 of duties and obligations required by this AGREEMENT, when compared to the result such act has on
7 any other organization or professional practice.

8 **13.0 EMPLOYEE ELIGIBILITY VERIFICATION.** DISTRICT warrants that it shall fully comply with all
9 federal and state statutes and regulations regarding the employment of aliens and others and to
10 ensure that employees, subcontractors and consultants performing work under this AGREEMENT meet
11 the citizenship or alien status requirement set forth in federal statutes and regulations. DISTRICT shall
12 obtain, from all employees, subcontractors and consultants performing work hereunder, all
13 verification and other documentation of employment eligibility status required by federal or state
14 statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986,
15 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. DISTRICT shall
16 retain all such documentation for all covered employees, subcontractors and consultants for the
17 period prescribed by the law.

18 **14.0 DELEGATION AND ASSIGNMENT.** DISTRICT may not delegate its obligations hereunder, either
19 in whole or in part, without the prior written consent of SUPERINTENDENT.

20 **15.0 INSPECTIONS AND AUDITS.** SUPERINTENDENT, RSCCD, the Bureau of State Audits, the State
21 of California or any other appropriate state or federal oversight agency, or their authorized
22 representatives, shall have the right to review and copy any books, documents, and records, and
23 supporting documents including but not limited to, financial statements, general ledgers, relevant
24 accounting systems of DISTRICT that are directly pertinent to this AGREEMENT, for the purpose of
25

1 responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination
2 during the term of this AGREEMENT. Such persons may at all reasonable times inspect or otherwise
3 evaluate the services provided pursuant to this AGREEMENT, and the premises in which they are
4 provided.

5 **16.0 ENTIRE AGREEMENT.**

6 A. This Agreement will be implemented in accordance with the conditions defined in the
7 Strong Workforce Program (SWP) K12 Pathway Improvement grant, RFA Specifications and the Grant
8 Agreement Legal Terms and Conditions (Education Code Part 54.5 Strong Workforce Program Section
9 88827), as set forth and incorporated into this Agreement by reference. The Strong Workforce
10 Program (SWP) K12 Pathway Improvement grant is subject to any additional restrictions, limitations,
11 or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions,
12 terms, or funding of this Agreement in any manner, SUPERINTENDENT may modify this Agreement
13 through an amendment, as needed. DISTRICT agrees to expend all funds in accordance with all
14 applicable federal, state and local laws and regulations.

15 B. DISTRICT shall comply with all laws, rules or regulations applicable to the services
16 provided hereunder, as any may now exist or be hereafter amended or changed.

17 **17.0 NONDISCRIMINATION.** In the performance of this AGREEMENT, DISTRICT shall not engage in,
18 nor permit any employee or agent to engage in discrimination in employment of person or provision
19 of services or assistance, nor exclude any person from participation in, nor deny any person the
20 benefits of, not subject any person to discrimination under any program or activity funded in whole or
21 in part with the Strong Workforce Program (SWP) K12 Pathway Improvement grant funds on the
22 grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital
23 status, gender or sexual orientation. DISTRICT shall comply with Title II of the Americans with
24 Disabilities Act, (42 U.S.C., {12101, et seq.}) as it relates to public accommodations.
25

18.0 TERMINATION.

1 A. Either party may terminate this AGREEMENT, without cause, upon thirty (30) days'
2 written notice (Notice of Termination) given the other party. Upon receipt of notice of termination
3 without cause, DISTRICT shall immediately cease performance under this AGREEMENT.
4

5 B. Unless otherwise specified in this AGREEMENT, SUPERINTENDENT reserves the right
6 to terminate this AGREEMENT for cause due to the default (as defined in Paragraph 22.0) by DISTRICT
7 in its performance obligations under this AGREEMENT. SUPERINTENDENT may in any notice of default
8 advice DISTRICT it also intends to terminate the AGREEMENT for cause. The notice of default from
9 SUPERINTENDENT shall advise DISTRICT if SUPERINTENDENT intends to elect to terminate the
10 AGREEMENT and in this event DISTRICT shall immediately cease performance and provision of
11 services as of the date the notice of default is received or deemed received, whichever is earlier. In
12 the event of termination, SUPERINTENDENT, may, but is not required, to take over the work and
13 prosecute the same to completion by contract or otherwise. Also, in the event of termination for
14 cause, DISTRICT shall be liable to the extent that the total cost for completion of the services required
15 by this AGREEMENT exceeds the compensation stipulated in this AGREEMENT (provided that
16 SUPERINTENDENT shall use reasonable efforts to mitigate damages), and SUPERINTENDENT expressly
17 reserves the right to withhold any outstanding payments to DISTRICT for the purpose of set off or
18 partial payment of the amounts owed SUPERINTENDENT as previously set forth in this AGREEMENT.
19

20 **19.0 TOBACCO USE POLICY.** In the interest of public health, SUPERINTENDENT provides a tobacco-
21 free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles,
22 and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to
23 SUPERINTENDENT'S Policy 400.15. Failure to abide with conditions of this policy could result in the
24 termination of this AGREEMENT.
25

1 **20.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval
2 of SUPERINTENDENT and shall be subject to SUPERINTENDENT's general right of inspection to secure
3 the satisfactory completion thereof. DISTRICT agrees to comply with all federal, state and local laws,
4 statutes, rules, regulations and local ordinances that are now or may in the future become applicable
5 to the services performed under this AGREEMENT.

6 **21.0 NON WAIVER.** The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of,
7 or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be
8 deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from
9 again constituting a violation of such term or condition.

10 **22.0 DEFAULT.** Failure by DISTRICT to perform and/or comply with any provision, covenant, or
11 condition of this AGREEMENT shall be a default of this AGREEMENT. In the event of default
12 SUPERINTENDENT may avail any remedies available at law, in equity, or otherwise specified in this
13 AGREEMENT (including immediate termination for cause as set forth in Paragraph 18.0 above), and
14 may elect any of the following, if applicable:

15 A. Afford DISTRICT a time period of fifteen (15) days from the date the notice is mailed to cure
16 the default, or to commence to cure the breach and diligently pursue to completion the cure of the
17 breach within thirty (30) days of date notice is mailed; and/or

18 B. Discontinue payment and eligibility for payment to DISTRICT during the period in which
19 DISTRICT is in breach, which payment may not be entitled to later recovery; and/or

20 C. Offset against any funds invoiced by DISTRICT but yet unpaid by SUPERINTENDENT those
21 monies disallowed pursuant to the above offset authority; and/or

22 D. Withhold from any monies payable to DISTRICT sufficient funds to compensate
23 SUPERINTENDENT for any losses, costs, liabilities or damages it reasonable believes were suffered by
24 or have been incurred by SUPERINTENDENT due to the default of DISTRICT in the performance of the
25

services required by this AGREEMENT.

23.0 NOTICES. All notices, claims, correspondence, reports, and/or statements authorized or required by this AGREEMENT shall be addressed as follows:

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

DISTRICT: Anaheim Union High School District
501 North Crescent Way
Anaheim, California 92803
Attn: _____

24.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT or application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid, void, or unenforceable, or if any provision of this AGREEMENT contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this AGREEMENT or application thereof will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

25.0 ALTERATION OF TERMS. This AGREEMENT, together with any Exhibits attached hereto and incorporated herein by reference, fully expresses all understanding of SUPERINTENDENT and DISTRICT with respect to the subject matter of this AGREEMENT, and shall constitute the total AGREEMENT between the Parties for these purposes. No addition to, or alteration of, the terms of this AGREEMENT, whether written or verbal, shall be valid unless made in writing and formally executed and approved by SUPERINTENDENT and DISTRICT.

26.0 AUTHORIZED SIGNATURES. The individuals signing this AGREEMENT warrant that they are authorized to do so, and further, that they are authorized to make the promises in this AGREEMENT on behalf of the respective Parties. The Parties understand and agree that a breach of this warranty shall constitute a breach of the AGREEMENT and shall entitle the non-breaching party to all

appropriate legal and equitable remedies against the breaching party.

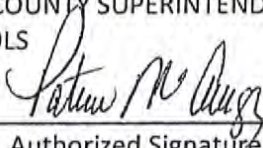
27.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT, in the County of Orange, State of California.

DISTRICT: ANAHEIM UNION HIGH SCHOOL
DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

BY: _____
Authorized Signature

BY:  _____
Authorized Signature

PRINTED NAME: Dr. Jaron Fried

PRINTED NAME: Patricia McCaughey

TITLE: Assistant Superintendent
Educational Services Division

TITLE: Administrator

DATE: _____

DATE: September 18, 2020

AUHSD(50456)-Strong Workforce Program-2020-2022
Zip4



K12 SWP Round 2 Brainstorm

1. Automation, New Technologies and Opportunities in Orange County

Wallace Walrod, Chief Economist at Orange County (OC) Business Council has identified that automation and technological trends are transforming the future of work. The education system and educators in OC will have to adapt in order to prepare all students, including our underserved populations for tomorrow's workplace, by focusing on educational careers in emerging sectors. Today's educators in particular have a rare opportunity to introduce students to the innovative technologies that will both disrupt and define the labor market.

While new and developing technologies do have the potential to replace many current work activities, an overly negative "jobless or sky is falling" mentality will prevent parents, educators and students from taking advantage of the many opportunities created by new technologies. From custom 3-d printed hearing aids to data analysis, the current industrial revolution offers new jobs, new and improved solutions to longstanding problems.

According to Wallace Walrod, additional research will identify which current technological trends are transforming the future of work by identifying 3-5 emerging technologies that would impact all career sectors. Examples of these emerging technologies include: Artificial Intelligence (AI), Machine Learning, AV/VR, Data Analytics, Internet of Things (IoT), and Blockchain.

Elements of High-Quality CTE

- High quality integrated curriculum and instruction
- Strong partnerships with industry
- Skilled instruction and professional development

Measurable Outcomes

- 1500 K-12 educators will participate in an OCBC workshop/event.
- 40,000 students will gain access to information on Automation and how that might impact future careers
- Enroll approximately 3000 high school students in OC Automation stackable certification and dual enrollment classes.
- Expose 15,000 - 30,000 OC students by having each high school prioritize at least 1 sector and business/automation presentations in classrooms.
- 5000 K-12 educators will be advised about Automation and how it impacts various industry sectors as well as the future of work.
- Embed Automation modules in 600 CTE courses in Orange County schools.

2. Business and Entrepreneurship in Orange County

There's a stark misalignment between the talents employers in Orange County demand and the skills high school graduates have as they enter the workforce. Based on feedback from regional industry advisories and student surveys, we have identified that we are not adequately preparing all of our students, including our underserved student populations, for the world of work.

A lack of proper support exists to empower teachers to innovate in classrooms and focus on the more appropriate skills of an entrepreneurial mindset. These skills include grit, communication, critical thinking, innovation, time management, emotional intelligence and the general ability to deal with ambiguity and complexity.

The consequence is a growing emphasis on the need for students to emerge from education with competencies beyond the knowledge accumulation that was highly valued in the 20th century. This misalignment has critical implications for Orange County businesses. Companies in major industries report that they are unable to grow and compete because they struggle to identify properly skilled talent.

Elements of High-Quality CTE

- High quality Integrated Curriculum and Instruction
- Strong partnerships with industry
- Skilled instruction and professional development

Measurable Outcomes

- 1500 K12 educators will participate in professional development
- 1000 teacher externships
- Increase student internships from 4.6% to 15% of CTE enrolled students in OC.
- Increase enrollment of male and female students into non-traditional career pathways by 10%..
- Increase access to courses and engagement in CTE activities for special needs students in OC schools by 10%.
- Ensure 100% of homeless, foster and incarcerated youth in OC high schools are oriented in CTE and are provided support and services eliminating barriers to participate in Career Education.

3. Regional K12 CTE Marketing & Branding

Based on input from key stakeholders in OC, OC Pathways will devise a plan to better market/brand CTE and Career Education in our schools and communities. We plan to :

1. Align efforts with the Future Built campaign by branding the articulation of course sequences from K12 institutions into our CC's and their CTE/SWP efforts with guided pathways.

2. Cultivate Career Education/CTE professional development for educators including regional workshops, training and conferences all targeted with messaging to specific stakeholder groups
3. Provide educators with tools, templates, and resources to increase CTE enrollment targeting underserved student populations
4. Develop multiple targeted marketing campaigns to build CTE awareness and systemic implementation
5. Incorporate K-14 "student work/projects" into the regional marketing and branding campaigns

Elements of High-Quality CTE

- Intentional recruitment and marketing (promotion, outreach and communication)
- Career exploration and student supports

Measurable Outcomes

- Number of HS students enrolled in Early College Credit Classes.
- Number of HS Students enrolling at articulated colleges.
- Number of students moving from CC to UC/CSU system and/or into a career.
- Outcome Measures: Number of K12/Post-secondary connections established. Number of k12/Post-secondary connections maintained over 6, 18, 24, and 30 months.
- Number of HS students successfully transitioning into and completing k12/post-secondary pathways and moving onto career.
- Numbers of HS students receiving toolkits that transition to postsecondary pathways.
- Number of contacts through a dedicated toolkit URL.
- Number of students participating in student ambassador activities.
- Percent of students transitioning and completing postsecondary pathways that attended an ambassador activity in HS.
- Number of inquiries through a dedicated URL.
- Exit surveys

Exhibit B

**SWP K12 Strong Workforce**

ROUND 2

PROPOSED BUDGET

Grant Term: July 1, 2020 - December 31, 2022

Agency Name	Budget Date

	Year 1	Year 2	TOTAL
CATEGORY	Proposed Budget	Proposed Budget	
1000 Certificated Salaries	-	-	0.00
2000 Classified Salaries	-	-	0.00
3000 Benefits	-	-	0.00
4000 Books & Supplies		-	0.00
5000 Services and Other Operating Expenditures		-	0.00
7000 Indirect Costs			0.00
Total Budget	-	-	0.00

Coordinator Name and Title	Email	Phone Number	Coordinator Signature
			X

Fiscal Services Name and Title	Email	Phone Number	Fiscal Services Signature
			X

EXHIBIT C

Expenditure Report Form - Strong Workforce Program (SWP) K12 Pathway
Improvement grant

PLACEHOLDER

Memorandum of Understanding Between
Anaheim Union High School District
And
Huntington Beach Union High School District
2020-2021

It is hereby agreed by and between the Anaheim Union High School District (hereinafter referred to as the "Provider District") and the Huntington Beach Union High School District (hereafter referred to as the "Sending District," and collectively referred to herein as the "Parties," mutually agree as follows:

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, Provider District may provide for the education of individual pupils in special education programs who reside in other districts or counties. The Provider District operates the Regional and Specialized Programs to provide special education programs and services to individuals with exceptional needs requiring intensive educational services, including a regional deaf and hard of hearing program.

2. Term of Agreement

This Agreement is effective for the period beginning August 1, 2020, and ending June 30, 2021.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA).

4. Scope of Program and Referral Process to GASELPA

The Provider District shall conduct special education programs and services for those eligible pupils of the Sending District referred by their Individualized Education Program (IEP) Teams when it is jointly determined by the Sending District and the Provider District that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by the Provider District. Prior to offering placement in any Provider District Program, the Sending District shall contact the appropriate Provider District Program Specialist and/or Provider District Director to discuss a possible referral and the appropriateness of the Provider District Program placement. If the referral seems appropriate, the Sending District shall obtain from the parent authorization to release information to the Provider District staff and submit a Provider District referral

packet to the appropriate Provider District Director as well as schedule a visitation with the parent. Provider District referral packets can be obtained by contacting the Provider District Director and/or Program Specialists of the Provider District where the Program is located.

Upon review of the referral packet and site visit by parent, the Provider District Program Specialist and/or representative will coordinate an IEP team meeting for purposes of discussing possible placement in a Provider District Program. Provider District shall maintain and provide special education programs for Sending District pupils during the 2020-2021 school year. Class size ranges and student-adult ratios shall be maintained in a manner which allows Provider District to meet the programmatic, health and safety needs of the pupils.

5. Responsibility of School District of Residence

The Sending District and Provider District acknowledge that the Sending District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil participating in a Provider District Program moves out of the Sending District, the Sending District shall immediately provide the Provider District written notice of the pupil's change in residence, including the new school district of residence, if known. Similarly, the Provider District shall immediately notify Sending District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The Provider District shall be notified of annual reviews scheduled for its pupils participating in a Provider District Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, recommendation for home instruction, or a change in eligibility or services specified on the current IEP, a Sending District representative who is authorized to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For all other pupils enrolled in a Provider District Program, the Sending District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by the Provider District to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the Sending District upon request. When requested by Sending District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in Provider District Program is terminated.

7. Assessments/Independent Educational Evaluations

In the event a request is made for an Independent Educational Evaluation (IEE), Provider District and/or District Provider school site shall immediately forward such request to the Sending District, in collaboration with the Provider District, shall determine how to respond to the request for an IEE. If the Sending District receives a request for assessment or IEE for a

student referred to or enrolled in a Provider District Program, the Sending District shall immediately notify Provider District of the request and collaborate with Provider District as to how to respond. Provider and/or Sending District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

The Sending District is responsible for all matters related to the IEE including but not limited to the ultimate decision whether or not to grant the IEE, whether or not to file for a Due Process Hearing or other legal proceeding, and all costs related obtaining and conducting the IEE. The Provider District and Provider District school site are not responsible for any costs or legal proceeding such as a Due Process hearing and/or Attorney Fees related to the IEE.

8. Pupil Count

A count shall be taken of the number of pupils enrolled in GASELPA's Special Schools Program as of the first day of each calendar month, August through June. A pupil shall be counted as "enrolled" in a Provider District Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in a Provider District Program, whichever occurs sooner. Pupils continuing in a Provider District Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or Sending District. If a continuing pupil has not attended school by the eleventh (11th) day of the first school month, Provider District shall notify the Sending District and a determination shall be made regarding continuing enrollment. In the event either Provider District or Sending District are informed that a pupil has been withdrawn by the parent from a Provider District Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from a Provider District Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

9. Definitions

a. "Provider District Programs" are the special education classes and support services operated by Provider District for severely disabled and medically fragile pupils, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances and other eligible pupils.

b. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by Provider District Programs under this Agreement.

c. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of Provider District Programs.

d. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program less Special Education Program Income divided by the average number of pupils enrolled during the year.

e. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

10. Funding

In consideration of the enrollment of pupils in special education programs conducted by Provider District, the Sending District and/or Sending District SELPA transferring pupils to the regional programs operated by Provider District agree to pay the Provider District the costs of services based on the schedule attached hereto as Exhibit A.

a. Special Circumstance Assistant (SCA). The Sending District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the Sending District.

11. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A Sending District representative who is authorized by the Sending District's Director of Special Education to approve or disapprove the allocation of specified Sending District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in-home instruction, including other related services, shall be provided by the Sending District or as otherwise agreed to by Provider District and the Sending District. In the event the pupil is hospitalized in a facility located outside of the Sending District, it is the Sending District's responsibility to inform the parent that instruction will be provided in accordance with Education Code section 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from Provider District Program in order for the Sending District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event the Provider District and the Sending District agree that the Provider District will provide in-home or hospital instruction to the pupil, the Provider District shall separately bill the Sending District for such services.

12. Transportation

Sending Districts transporting pupils to a Provider District Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and subsequently made up may result in charges to the Sending District for additional costs incurred by the Provider District related to such delays.

13. Due Process and Complaints

Provider District and Sending District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in a Provider District

Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event Provider District is named as the sole LEA in a due process complaint, Provider District and Sending District agree that Sending District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

a. Provider District and Sending District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

14. Quarterly Billing

The Provider District shall bill the Sending District quarterly invoices based on the estimated costs on Exhibit A.

15. Final Accounting

The final invoice will include the appropriate documentation supporting the Provider District expenditures and revenues for the Provider District Program. Final invoice will be sent to the Sending District by October 15th of the following fiscal year.

16. Projected Enrollment/Facilities and Staffing Needs

In order to assist the Provider District in planning for both facilities and staffing needs for its programs, each Sending District shall submit to, in writing, on or before February 15 of each year, the projected number of pupils expected to be transferred to the Provider District programs for special education and support services in the following school year. Absent a projection, the number of Sending District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by the Provider District for the following school year.

17. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other similar overnight delivery service. Notice is deemed to have been duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the United States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

Provider District:

School District:	<u>Anaheim Union High School District</u>
Address:	<u>501 N. Crescent Way</u>
City:	<u>Anaheim, CA 92801</u>

Attn: Celeste Krueger
 Title: Director, Special Youth Services
 Telephone: 714-999-3528
 Fax: 714-999-0622

Sending District

School District: Huntington Beach Union High School District
 Address: 5832 Bolsa Avenue
 City: Huntington Beach, CA 92649
 Attn: Douglas W. Siembieda
 Title: Executive Director, Special Education
 Telephone: 714-903-7000 ext. 504410
 Fax: 714-372-8101

18. No Waiver

The failure of the Provider District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

19. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Sending District, Provider District agrees to hold harmless, indemnify and defend the Sending District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the Provider District, the Sending District agrees to hold harmless, indemnify and defend Provider District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the Provider District's performance of services during the term of this Agreement.

20. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

21. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

22. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

Anaheim Union High School District
Provider District

By: _____
Authorized Agent Signature

Dr. Jaron Fried, Assistant Superintendent
Name/Title

Date

Date Approved by Provider

District Board: _____

Huntington Beach Union High School District
Sender District

Clint Harwick
By: _____
Authorized Agent Signature

Clint Harwick, Ed.D., Superintendent
Name/Title

8-11-20

Date

Date Approved by Sender

District Board: 08/11/2020

cc: SELPA

SCHEDULE A**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Regular School Year 2020-2021**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
2021 – 233	12/30/2005	09	11/19/2020	Rossier Park School	\$55,000.00
2021 – 247	03/29/2008	07	11/19/2020	Olive Crest Academy	\$55,000.00
2021 – 248	06/15/2008	07	11/19/2020	Del Sol School	\$62,000.00

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STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Residential School Year 2020-2021

[illegible]

EXHIBIT HHH

Instructional Materials Submitted for Display
Thursday, November 19, 2020
November 20, 2020-December 15, 2020

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Dual Enrollment	Basic	Sports Title (KIN 247C)	9-12	<i>Financing Sport</i>	Fit Publishing
Dual Enrollment	Basic	Critical Analysis & Literature (ENGL 104C)	9-12	<i>Housekeeping</i>	Farrar, Straus and Giroux
Dual Enrollment	Basic	Introduction to Business (MGT 161C)	9-12	<i>BUSN 11</i>	Cengage Learning
Dual Enrollment	Basic	Academic & Life Success (COUN 150C)	9-12	<i>P.O.W.E.R Learning: Strategies for Success in College and Life</i>	McGraw-Hill Education
Dual Enrollment	Basic	World Civilization (HIST)	9-12	<i>Worlds Together Worlds Apart</i>	W.W. Norton & Company
Dual Enrollment	Basic	College Writing (ENGL 100C)	9-12	<i>The Little Seagull Handbook</i>	W.W. Norton & Company
Dual Enrollment	Basic	Nutrition (HRC 100C)	9-12	<i>Nutrition for Foodservice and Culinary Professionals</i>	John Wiley & Sons



CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

STUDENT TEACHING AND INTERNSHIP AGREEMENTS

This **AGREEMENT** entered into on **April 7, 2020** by and between the State of California through the Board of Trustees of the California State University (CSU), on behalf of California State Polytechnic University, Pomona, hereinafter called **State** or **State University**, and **School District** as noted below, hereinafter called the **District**, and collectively referred to as **party** or **parties**:

WITNESSETH

WHEREAS, under the California Education Code Section 44450, et seq., the governing board of any **District** is authorized to enter into agreements with a **State University** accredited by the State Board of Education as a teacher-education institution, to provide educational fieldwork experiences through practice teaching and internships for the students enrolled in teacher training curricula of the **State University**; and

WHEREAS, the **District** is authorized to enter into agreements with the **State**, to provide teaching experience through field experience, practice teaching and paid internships to students enrolled in teacher training curricula of the **State University**; and

WHEREAS, Student observers or Fieldwork or Early field experience includes the following activities: Early Childhood Practicum, Novice Clinical Practice, Education Administration fieldwork as described on **Exhibit A**, Teaching Programs attached hereto; and

WHEREAS, Student Teaching/Clinical Practice includes the following programs: Education Specialist Credentials, Multiple Subject Credentials, and Single Subject Credentials, as described in **Exhibit A**, Teaching Programs attached hereto; and

WHEREAS, paid internship includes the following programs: Education Specialist Credentials, Multiple Subject Credentials, Single Subject Credentials, and Education Administration Interns, as described in **Exhibit A**, Teaching Programs attached hereto; and

WHEREAS, the **District** and **University** wish to establish an internship program, as provided in Education Code Section 44321 and meeting the provisions of the statutes and regulations of the Commission on Teacher Credentialing, whereby **University** intern students will be placed in **District** schools.

WHEREAS, it has been determined between the **parties** hereto that the payments to be made to the **District** under this agreement do not exceed the actual cost to the **District** of the services rendered by the **District**; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the **District** to the supervising teacher as compensation for and recognition of services performed for the student teacher/teacher candidate in the supervisory teacher's charge.

NOW, THEREFORE, it is mutually agreed between the **State** and the **District** as follows.

SPECIAL PROVISIONS

The **State University** and the **District** are as follows:

STATE UNIVERSITY

California State Polytechnic University, Pomona
3801 West Temple Avenue
Pomona, CA 91768

And

SCHOOL DISTRICT

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

The **TERM** of the Agreement shall be for *approximately three (3) fiscal years*, beginning **July 1, 2020** through **June 30, 2023**. This agreement is valid and enforceable only if funds are made available for 2020/2021, 2021/2022 and 2022/2023 fiscal year's Budget Act for the purpose of this program.

The **SERVICES** for standard Clinical Practice to be provided by **District** to **University** shall not exceed sixteen (16) weeks of practice teaching.

The **STATE** shall pay the **DISTRICT** for cooperating teachers for standard Clinical Practice if it's merited for one of the programs listed above at the rate of **\$350.00** per student, which may increase based on funds available.

The **SERVICES** for Intern teachers to be provided by the **District** shall be for the period covered by the Intern contract between the Intern and the **District** while Intern-eligible by **University**.

GENERAL TERMS

Placement of Student Teacher Candidates

1. The **District** shall provide to **State University** student teacher candidates field experience through practice teaching in schools and classes of the **District** not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in such schools or classes of the **District** and under the direct supervision and instruction of such employees of the **District**, as the **District** and the **State** through their duty-authorized representatives may agree upon.

The **District** may at its sole discretion, refuse to accept for practice teaching any student teacher candidate of the **State University** assigned to practice teaching in the **District**. Upon request of the **District**, at its sole discretion, the **State** shall terminate the assignment of any student teacher candidate of the **State University** to practice teaching in the **District**.

“Practice teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the **District** holding valid credentials issued by the State Board of Education, California Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. The **State** will pay the **District** for the performance by the **District** of all services required to be performed under this agreement at the amount set forth in Special Provisions.

Each semester of practice teaching for elementary and secondary schools shall be a full-time practice teaching experience or its equivalent. Student teaching shall normally provide for a full day’s experience or its equivalent to five days per week. Any deviation from this definition of assignment must be consistent with **State University** policy and can be made only with the approval of the **State University**.

3. An assignment of a student teacher candidate of the **State University** to practice teaching in schools or classes of the **District** shall for approximately sixteen (16) weeks, but a student teacher candidate may be given more than one assignment by the **State University** to practice teaching in such schools or classes.

The assignment of a student teacher candidate of the **State University** to practice teaching in the **District** shall be deemed to be effective for purposes of this agreement as of the date the student teacher candidate presents to the proper authorities of the **District** the placement letter or other document given the student teacher candidate by the **State University** commencing such assignment, but not earlier than the date of such assignment as shown on such letter or other document.

In the event the assignment of a student teacher candidate of the **State University** to practice teaching is terminated by the **State University** or the **District** following due process, the **District** shall receive payment on account of such student teacher candidate prorated by the number of weeks worked.

Absences of a student teacher candidate from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided by the **District**.

4. In the event the **District** offers the student teacher candidate a short- or long-term substitute-teaching assignment, the **State University** shall determine the length of unsupervised Clinical Practice days of the substitute-teaching assignment, if the student teacher candidate is or will be in his/her official solo period, and if the student teacher candidate has demonstrated student success as a student teacher candidate.
5. Within a reasonable time following the close of each semester session of the **State University**, the **State** shall provide payment directly to the **District**, at the rate provided herein, for all units of practice teaching provided by the **District** under and in accordance with this agreement during said semester.

The **State** will pay the amount due each semester from monies made available for such purpose by or pursuant to the laws of the **State**.

Student inquires: **CEIS-Office of Clinical Practice**
 California State Polytechnic University, Pomona
 3801 West Temple Avenue
 Pomona, CA 91768
 909-869-4300 **telephone**

Contract inquires: **Procurement and Support Services**
 909-869-3391 **telephone**

6. Notwithstanding any other provisions of this agreement, the **University** shall not be obligated by this agreement to pay the **District** any amount in excess of the services rendered.

Placement of Interns

1. **University** intern students, certified as qualified and competent by **University** to provide intern teaching services to **District**, may, at **District's** discretion, be accepted and assigned to its schools for services as intern teachers (**Interns**). **University** and **District** shall coordinate the process of selection and placement of Interns. The **District** will place an Intern in a classroom appropriate to their Intern Credential Authorization. **University** reserves the right to make the final determination on any Intern's acceptance into the Program, while **District** reserves the right to make the final determination on any Intern's employment. Neither **University** nor **District** shall discriminate in the selection of, or acceptance or participation by any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.
2. *Program Requirements.* Each candidate Intern accepted into the Program will be required to meet the following qualifying criteria:
 - a. Recommendation to the Program by a **District** or **University** designee; and
 - b. Interview and screening by **District** staff, including a background check, principal/teacher panel interview and paper screening, Department of Justice fingerprint clearance, and a baccalaureate degree from an accredited institution; and
 - c. Interview and screening by **University** staff, including a personal interview, written self-evaluation regarding teaching and learning, and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting; and
 - d. Interview with the **University** Intern Coordinator or a lead faculty member for the Program; and

- e. Prior to beginning the Program, all Interns must have passed the CBEST exam, met the U.S. Constitution requirement and verified subject matter competence by completion of a CTC approved program of coursework or passage of the appropriate State content area exam (CSET); and
 - f. All Bilingual Authorization candidates/Interns must have passed a written and oral exam and have completed academic coursework in the identified language.
3. *Intern Employment Status.* Interns shall be **District** employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
 4. *Reservation of Right to Payment.* Pursuant to Education Code Section 44462, **University** and/or **District** reserves the right to request an adjustment of up to 1/8 or 12.5% of the Interns' salary to cover supervision services pursuant to this Agreement.
 5. *Advisory Committees.* **District** and **University** will collaborate through the Cal Poly Pomona Intern Advisory Committee comprised of community members, institutional administrators, teachers, faculty members, and at least one Intern representative, which will serve to provide guidance and support for the Program. In lieu of meetings, online communications/emails requesting or discussing information may be used.
 6. *Program Support.* To support Interns, **District** and **University** will each provide a qualified "Support Provider"/"Site Coach" to assist each Intern in the Program. The **District's** support provider is also referred to as the "Site Coach", and the **University's** support provider is also referred to as the "**University** Field Supervisor". A minimum of 144 hours of support/mentoring and supervision shall be provided to each intern teacher per school year with an additional 45 hours of support and supervision provided to an intern who enters the program without a valid English Learner authorization. The support and supervision will be a shared responsibility of the **District** and **University**. It is understood that the Intern, due to the nature of being the teacher of record the vast majority of these support/mentoring hours would through the school site and employing district opportunities.

In the case of itinerant assignments, whereby an intern must travel to several schools within a district to provide services (e.g., music, APE), the District shall provide a contact at each school site (e.g., site administrator) who can provide to the itinerant intern teacher student information such as special needs, accommodations, or other instructional information needed for the intern to meet the needs of all students.

Each "Site Coach" must: possess a valid credential to teach, supervise, and/or administer in the grade level supervised; have three (3) years' experience as a successful practitioner or administrator; hold EL Authorization; be able to demonstrate effective instruction of adult populations; and understand and support the policies and philosophy of the **University** Program. **District** "Site Coaches" are to meet with the Intern at least weekly to discuss/review the Interns progress and respond to questions to enhance the Interns knowledge and skill.

The District "Support Provider/Site Coach" will be paid a one-time stipend directly, by Cal Poly Pomona. Stipend payments will only be made upon completion of support provider duties for the academic year and when required paperwork has been submitted to the Cal Poly Pomona Teacher Intern Office.

District's "Site Coaches" and the **University's** "Field Supervisors" will meet with Interns regularly throughout each semester of their Clinical Practice (Intern Supervision). They will:

- a. Offer constructive suggestions on improving teaching skills, including written and oral observations about classroom performance; and
- b. Review lesson plans both before and after classroom activities take place, teaching Interns how to design and implement lesson plans with an emphasis on accommodations and/or modifications for English Learners or students with special needs; and
- c. Assist Interns with curriculum selection and design appropriate to the diverse student population in the classrooms; may include assessing language needs and progress of EL learners in the intern classroom and support for language accessible instruction; and
- d. Ensure Interns obtain knowledge of State frameworks and Common Core State standards in appropriate academic disciplines and how to adapt them for K-12 content, English Learners and students with special needs; and
- e. Assist Interns with the rudiments of teaching; may include in-class modeling and coaching as needed; and
- f. Assist Interns with classroom management techniques and classroom organization; and
- g. Assist Interns with various approaches to discipline and how to maintain a positive climate for learning and a safe classroom environment; and
- h. Verify contacts with Interns and complete any surveys about the Intern or the Intern Program.

District's "Site Coach" and **University's** "University Field Supervisor" will meet without the Intern periodically, as needed, during an Intern's Program to discuss the Intern's progress.

Prior to the Intern teaching experience, the **University** will conduct program orientation seminars for Interns, typically during Intern Interviews and training opportunities for **District** Support Providers/Site Coaches (in-person meetings, phone or an online format will be available), in addition to any training/orientations the **District** might provide. Support Providers may need to participate in annual or periodic training/orientations for their role as a Support Provider and complete a university and a state intern support provider survey and any requested reviews of the Intern they are supporting.

District will include Interns in appropriate **District** support programs and provide training in regularly scheduled staff development activities.

District will provide appropriate release time from teaching responsibilities for Interns to complete necessary classroom observations of credentialed teachers, and provide appropriate release time for Interns to attend classes at Cal Poly Pomona, to complete their credential and program requirements.

District will allow video capture or synchronous video observation by the **University** field supervisor as part of or in lieu of on-site observations.

University Field Supervisors will visit Interns in their classrooms on a regularly scheduled basis to monitor each Intern's progress. The Field Supervisors will complete required Clinical Practice procedures and an additional Supervision Log if the intern continues in placement beyond required Clinical Practice to complete credential program requirements.

7. *Academic Responsibility.* **University** shall have exclusive control over all academic issues, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.
8. *Duration of Internship.* Once a student has been accepted as an Intern by **District**, and if the student remains in good standing in the Program at **University** and within the **District's** policies and performance standards, the Intern will be allowed to finish his/her internship at the **District**. However, an Intern who performs below acceptable **District** or **University** standards, after appropriate support and advice efforts have been conducted, may be removed from the paid internship position by the **District** or removed from the Program by the **University** in consultation with the **District**. All services provided by **University** and **District** pursuant to this Agreement shall terminate upon an Intern's termination of participation in the **University's** Program or upon **University** discontinuing the Program.
9. *Assessment.* Assessment of Intern competence is a joint responsibility of **University** and **District**. Each Intern will receive informal performance assessment/consultation by the **District** Support Provider and formal performance assessment/consultation from the **University** Field Supervisor throughout the period of the internship. At the end of the internship program, the **University** Field Supervisor may consult with the **District** Support Provider and **University** Intern Program may request the Support Provider to complete a summary of progress of the Intern to assist in the determination of the **University** in making a recommendation as to whether the Intern is ready for independent teaching. The **University** Field Supervisor will provide their recommendation to **University's** Credential Services Office which will determine the Intern's competence relative to the California Commission on Teacher Credentialing program standards for the specific credential the Intern is seeking to obtain. The final recommendation of competence of an Intern for applying for a teaching credential is by the **University**. Any forms completed by the **District** or Support Provider will belong to **University** as student records will be kept on file in the CEIS Credential Services Office at the **University**.
10. *Relationship of the Parties.* Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship between parties.
11. *Publicity.* Neither **University** nor **District** shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
12. *Records.* It is understood and agreed that all records, other than Intern evaluation records and information, shall remain the property of **District**. Interns' student records shall remain the property of **University**.
13. *Entire Agreement and Severability.* If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire Agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.

14. *Assignment.* Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.

District will designate a **District** Coordinator/Contact Person to ensure supervisory and support assistance to Interns prior to finalizing this Agreement. The designated **District** Coordinator for the purposes of this Agreement will be:

Name:
Title:
Email:
Phone:
Fax:

15. *Notices.* All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.

To University:

Procurement and Support Services
California State Polytechnic University, Pomona
3801 West Temple Avenue, Bldg. 75
Pomona, CA. 91768
Telephone (909) 869-3391
Facsimile (909) 869-5475
Email: lorrainer@cpp.edu

To District:

Name: Jackie Counts
Title: Placements & Contracts
Anaheim Union High School District
Address: 501 N. Crescent Way
Anaheim, CA 92801
Phone: (714) 999-2181
Fax: ()
Email: counts_J@auhsd.us

16. *Representations.* Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.

INSURANCE

1. The **University** and **District** shall secure and maintain at all times during the term, at their respective sole expense, professional general liability insurance covering themselves and their respective employees.
 - Such coverage provided by the **University** and **District** may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.
 - Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

1) Each Occurrence	\$1,000,000
2) General Aggregate	\$3,000,000
 - The **University** and **District** shall each secure and maintain at all times during the term of their contract, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. **University** CSURMA provides Workers' Compensation coverage for all registered CSU students who are pursuing a professional credential in Education (including teaching) while participating in this program. Such coverage provided by either the **University** and/or **District** may be afforded via commercial insurance or self-insurance.
 - Business Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit no less than One Million Dollars (\$1,000,000) per occurrence.

The **University** and **District** shall further provide for thirty-day (30) advance written notice of any modification, change or cancellation of any of the above insurance coverage's.

2. The **University** shall self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

THE CALIFORNIA STATE UNIVERSITY GENERAL LIABILITY, WORKERS' COMPENSATION, PROPERTY, PROFESSIONAL LIABILITY, AND AUTOMOBILE LIABILITY SELF-INSURANCE PROGRAM

The State of California has elected to be self-insured for its general liability, workers' compensation, professional liability, motor vehicle liability, and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

The Office of Risk Management in the Chancellor's Office administers the general liability, workers' compensation, property, and professional liability programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state-owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the California State University, Office of Risk Management, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

GOVERNING LAW

This Agreement will be governed by the laws of the State of California and shall in all respects be interpreted enforced and governed by California laws.

INDEMNIFICATION

Pursuant to the provisions of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other harmless from all liability for damage to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party.

The **District** shall defend, indemnify and hold the **University**, its officers, employees, and agents harmless from and against any and all liability, loss, expense or claims for injury or damages caused by or result from the negligent or intentional acts or omissions of the **District**, its officers, employees, or agents arising out of the performance of this Agreement

The **University** shall defend, indemnify and hold the **District**, its officers, employees, and agents harmless from and against any and all liability, loss, expense or claims for injury or damages caused by or result from the negligent or intentional acts or omissions of the **University**, its officers, employees, or agents arising out of the performance of this Agreement

FINGERPRINTING/BACKGROUND CHECKS

In accordance with California Education Code Section 44320 (d), each credential candidate prior to assignment to **District** must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The **State University** will ensure that students receive a Certificate prior to beginning their assignment in the **District**.

TUBERCULOSIS

In accordance with California Education Code Section 49406, each credential candidate prior to assignment to **District** must obtain at their sole expense an examination within the **District** timeframe to determine that he or she is free of active tuberculosis, by a licensed physician or surgeon prior to beginning their assignment in the **District**.

GENERAL PROVISIONS

This Agreement: (a) will be binding and enforceable by the parties and their representative successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at Pomona, California.

IN WITNESS WHEREOF, this agreement has been executed by the **parties** hereto, effective the date above written.

CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

BY: _____
Lorraine A. Rodriguez, C.P.M. Contract Administrator
Procurement and Support Services

DATE: _____

ANAHEIM UNION HIGH SCHOOL DISTRICT

BY: _____
Brad Jackson
Assistant Superintendent, Human Resources

DATE: _____



CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

EXHIBIT A

Teaching Programs

Below is a summary of the various teaching programs the University administers. A complete program description shall be given to the District when the University places a student.

"Student Teachers" or "Teacher Candidates" refers to persons in the Education Specialist, Multiple Subject or Single Subject programs recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences and/or individualized therapy under the supervision of a regularly credentialed employee of the District. An assignment of a student of the University to a student teaching or placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. The assignment shall last for a designated period of time based on the specific requirements of the educational program.

"Intern Teachers" refers to persons recommended by the University, possessing a certificate of clearance and an Internship Credential, who have been approved to engage in paid teaching services under the supervision of a regularly credentialed employee of the District (Support Provider) and a University Supervisor both of whom will be paid by the University. The University reserves the right to issue or deny the preliminary teaching credential at the completion of the University Internship Program. Either the District or the University may remove an intern teacher for unsatisfactory performance.

If the Intern Teacher should fail to meet either Cal Poly Pomona's competencies or the District's performance criteria during the course of the Program, the Intern Teacher may be dismissed by either Party upon written notification to the other Party and the Intern Teacher. Retention and dismissal will be collaborative through appropriate due process between the University and the District at a meeting prior to grades being determined. The final District decision on retention or dismissal will be at the discretion of the District. A determination regarding the candidate's continuation in the University teacher preparation program will be at the discretion of University. All services provided by University and District pursuant to this Agreement shall terminate upon an Intern's termination of participation in the University's program or upon University discontinuing its program.

The Intern Teacher will not be hired by the District before teachers on waivers are hired, nor will hiring an Intern Teacher displace a certificated employee in the District. The Intern Teacher will be considered the teacher of record in their teaching position and enjoy all rights and privileges of a certificated teacher in the District and will at the minimum receive a beginning teacher salary per District salary schedules.

The Intern Teacher will assume the functions that are authorized by the regular standard credential (EC44454). The Intern Teacher's services will meet the instructional or service needs of the District (EC44458). The Intern Teacher will not displace a certificated employee(s) in the District. Since the internship is being implemented to meet an expressed employment shortage, a statement from the District about the availability of qualified certificated persons must be completed.

“Education Administration Fieldwork/Interns” refers to persons recommended by the University who hold a baccalaureate degree from a regionally accredited institution of higher education (EC 44453), have completed at least three (3) years of successful teaching experience and are eligible for an Administrative Internship Credential, who have been approved to engage in paid administrative services, if this does not displace a certificated employee, and who shall be under the supervision of a regularly credentialed employee of the District and a University supervisor. The University authorizes the candidates in an administrative internship program to assume the functions authorized by the regular administrative services credential. The University reserves the right to issue or deny the preliminary administrative credential at the end of the internship experience. Either the District or the University may remove the administrative intern for unsatisfactory performance.

“Student Observers” or “Fieldwork” or “Early Field Experience” refers to persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in observation of classroom teaching or other educational services performed by regularly credentialed employees of the District. Student observers may be permitted to engage in limited educational fieldwork experiences under the direct supervision and in the presence of a regularly credentialed employee of the District.

“Novice Candidates” refers to persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom teaching experiences in the TK-8 level under the supervision of a regularly credentialed employee of the District. Novice candidates are expected to serve no less than 50 hours of novice field experience per semester placement. An assignment of a student of the University to a novice clinical practice placement in schools of the District shall be at the discretion of the University, working cooperatively with the District. The assignment shall last for a designated period of time based on the specific requirements of the educational program.

“Early Childhood Practicum Candidates” refers to persons recommended by the University, possessing a certificate of clearance or other appropriate certificate, who have been approved to engage in unpaid classroom practicum experiences in early childhood education settings and Transitional Kindergarten-through third grade under the supervision of regularly credentialed employee of the District or teachers in a licensed center. Practicum teachers are expected to serve six to nine hours per week for the duration of the school term placement. An assignment of a student of the University to a practicum placement in schools or centers shall be at the discretion of the University, working cooperatively with the District or Center. The assignment shall last for a designated period of time based on the specific requirements of the educational program.

Memorandum of Understanding 2020-2021

between

**The Association of California School Administrators (ACSA)/
Foundation for Educational Administration (FEA)**

and

Anaheim Union High School District

RE: Anaheim Union High School District in the Network of ACSA Local Program

Network of ACSA Local Programs

The **Network of ACSA Local Programs** is created and administered through a partnership of the Association of California School Administrators (ACSA)/Foundation for Educational Administration (FEA) and Local Education Agencies (LEA). The Network includes ACSA/FEA and its *Local Programs* providing ACSA's approved California Commission on Teacher Credentialing (CCTC) Clear Administrative Credential Program (CACP), ACSA Leadership Coaching (ALC), the California Network of Leadership Coaches (CNET), and related services.

Purpose

The purpose of this Memorandum of Understanding (MOU) is to clarify the collaboration between ACSA/FEA and **Anaheim Union High School District** regarding the services and

responsibilities of ACSA/FEA and the **Anaheim Union High School District** in the Network of ACSA Local Programs pertaining to:

- ◆ Professional development of leadership coaches in ACSA Leadership Coaching (ALC) through ACSA/FEA.
- ◆ Professional development of leadership coaches in building confidential, trust-based relationships with credential candidates, goal setting and action plan development, in the use of CACP strategies, assessments, leadership coach tools, and other resources;
- ◆ Ongoing professional development of new and experienced leadership coaches to deepen and broaden coaching capacity, to provide coaching practice, feedback, and opportunities for professional collegial networking, and to learn about current policy, research, and trends impacting school leadership;
- ◆ Certification of demonstrated competence by leadership coaches in the application of ACSA Leadership Coaching (ALC), skills, strategies and tools;
- ◆ Support, professional development and network opportunities for Local Program Coordinators (LPC's); and
- ◆ Implementation of ACSA's Clear Administrative Credential Program (CACP) within the Local Program's context.

ACSA/FEA has the responsibility for alignment of procedures and adherence to the Clear Administrative Services Credential Program Standards and requirements of the California Commission on Teacher Credentialing (CCTC) for the Local Programs. It is the responsibility of the Local Programs to work collaboratively with ACSA/FEA to implement the CACP in adherence to procedures and recruit and hire leadership coaches.

Local Program Affiliation includes:

- ACSA Leadership Coaching (ALC) *
 - Program Orientation (for new coaches) *
 - California Network of School Leadership Coaches (CNET) *
 - ACSA Leadership Coach Certification *
 - Clear Administrative Credential Local Program affiliation
- *required for ALL Clear Administrative Credential Program Leadership Coaches*

Responsibilities and Services provided by ACSA/FEA will include:

1. **ACSA Leadership Coaching (ALC).** Two (2) days of professional development at an ACSA/FEA approved regional location. Services include:
 - a. One to two ACSA/FEA identified presenters (lodging, travel and meals included)
 - b. Participant materials
 - c. Supplemental materials (sign in sheets, name tents, session evaluations)
 - d. Coffee/Tea Service and Lunch
2. **Program Orientation.** One (1) day of professional development, for all new coaches in an ACSA/FEA approved regional Local Program. Services include:
 - a. One to two ACSA/FEA identified presenters (lodging, travel and meals included)
 - b. Participant materials
 - c. Supplemental materials (sign in sheets, name tents, session evaluations)
 - d. Coffee/Tea Service and Lunch
3. **California Network of School Leadership Coaches (CNET).** Two (2) sessions of professional development for coaches in the ACSA/FEA Clear Administrative Credential Program at an approved regional location in Fall and Spring. Services include:
 - a. One to two ACSA/FEA identified presenters (lodging, travel and meals included)
 - b. Participant materials
 - c. Supplemental materials (sign in sheets, name tents, session evaluations)
 - d. Coffee/Tea Service and Lunch
4. **ACSA Leadership Coach Certification and Portfolio Review**
 - a. Review of coach certification portfolios by an ACSA/FEA panel biannually
 - b. Provide a letter of certification and a certificate to all coaches who meet the certification criteria
 - c. Provide feedback to coaches who did not meet the certification portfolio review criteria and a date for resubmittal and further review

5. Local Program Coordinator (LPC) Support

- a. Local Program Coordinator (LPC) support through ongoing professional development, professional consultation, and networking opportunities four times per year through in-person and/or video-conference and a Local Program Coordinator retreat

6. ACSA/FEA's CCTC approved Clear Administrator Credential Program (CACP) Monitoring, Evaluation and Support

- a. Monitoring, evaluation and continuous improvement of CACP
- b. Liaison between CCTC and CACP, including annual data collection and reports, program assessment, CTC fees, and timely responses to requests for correspondence, data, and other reports
- c. Liaison between Local Programs, Local Program Coordinators, coaches, and clear credential candidates
- d. Respond to requests/inquiries from organizations and Local Programs in a timely and appropriate manner
- e. Provide logistics and support for program implementation including application, enrollment, monitoring, and recommendation for candidate credentials
- f. Provide logistics and support for program coaches implementing CCTC program standards and implementation of CACP
- g. Research, develop, and support for candidate professional development
- h. Implement and maintain online Learning Management System (LMS) for CACP candidates, coaches and Local Program Coordinators
- i. Provide CACP marketing and communication
- j. Ensure education code and CCTC policy and procedures adherence

Responsibilities of the Local Program will include:

- 1. Local Program Coordinator.** Designate a Local Program Coordinator who meets CCTC program standard criteria and serves as a liaison between the Local Program candidates, coaches, LEA's and ACSA/FEA
 - a. Assume responsibility for communicating with ACSA/FEA
 - b. Participate in four Local Program Coordinator meetings and retreat or appoint a designee
 - c. Report to program director and resolve issues with coaches and candidate progress
 - d. Respond to requests for information/data from the CACP office and program director
 - e. Serve as liaison between coaches and candidates
 - a. Serve as liaison between educational partners and ACSA/FEA CACP office
 - b. Submit list of coaches to attend training (list will be used to determine registrations and fees to be invoiced)
 - c. Coordinate and schedule training facility, room set up, and audio/visual equipment
- 2. Candidate: Recruitment Monitoring and Program Advisement**
 - a. Provide information and respond to requests from interested CACP candidates
 - b. Match candidates with a highly skilled and trained ACSA leadership coach
 - c. Advise candidates about program orientation information

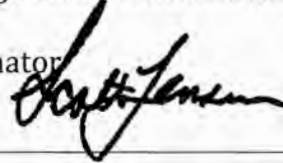
- d. Communicate, advise, and monitor candidate and leadership coach progress towards successful CACP completion
- e. Facilitate end of program interviews and/or presentations for candidates
- f. Notify ACSA/FEA if any of the following conditions occur for candidates
 - o Candidate changes school or administrative position
 - o Candidate is no longer employed in an administrative position
 - o Candidate requests a leave of absence

3. Leadership Coaches: Selection, Professional Development and Monitoring

- a. Recruit, select and hire coaches for CACP candidates
- b. Meet with Local Program leadership coaches a minimum of four times per year
- c. Monitor leadership coach registration and attendance in required professional development trainings
- d. Notify ACSA/FEA if a Leadership Coach will not attend training
- e. Notify ACSA/FEA if a Leadership Coach is taking a leave of absences and is to be removed from the LMS

I, Scott Jensen, Ed.D. _____, acknowledge I have read and fully understand

my responsibilities as the Local Program Coordinator



10/11/20

Local Program Coordinator signature and date: _____

ACSA/FEA Local Program Agreement for 2020-2021 calculated as follows:

Training	Cost per leadership coach	Number of participants	Registration Fees
ACSA Leadership Coach training 2 consecutive days	\$650.00/new coach	1	\$650.00
Program Orientation 1 day	No Charge	1	\$0
CNET training FALL/Spring	\$185.00/credential coaches	11	\$2035.00
Total Registration Fees			\$2685.00

ACSA Refund Policy

ACSA/FEA must receive a written notice a minimum of two (2) weeks prior to the training event date if a coach will not attend, to receive reimbursement.

Affiliate fee in Leadership Coach training will be invoiced by ACSA/FEA Association of California School Administrators with instructions for payment no later than 45 days from invoice.

Brad Jackson
Assistant Superintendent,
Human Resources
Anaheim Union High School District

Margaret Arthofer, Senior Director
Educational Services
Association of California Educational
Administrators

PROFESSIONAL SERVICES AGREEMENT

1. **IDENTIFICATION OF PARTIES.** This Agreement ("The Agreement"), executed in duplicate with each party receiving an executed original, is entered into on the fourteenth day of December, 2020, by and between the undersigned clients, Anaheim Union High School District (hereafter referred to as "CLIENT") and The Sobel Group, Inc. (hereafter referred to as "TSG").

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

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

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

WHEREAS such services are needed on a limited basis

NOW, THEREFORE, the parties hereto agree as follows:

2. **SERVICES TO BE PROVIDED.** The services to be provided by TSG to CLIENT are as follows: CLIENT hereby retains TSG to assist with investigative services for incidents occurring within the Anaheim Union High School District. CLIENT hereby authorizes TSG to do whatever TSG deems advisable in this matter, including (without limitation thereto); to hire additional investigators, experts and other services on CLIENT'S behalf, at CLIENT'S cost pursuant to paragraph number 5 below. If CLIENT desires that TSG provide any services not covered by this Agreement, a separate written agreement between TSG and CLIENT will be required. No promises or representations whatsoever have been made regarding the final outcome of any matter related to this Agreement. TSG will establish work

Professional Services Agreement

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hours for the services and TSG may work for other clients simultaneously, unless otherwise noted. TSG will determine the order or sequence of steps in performance of work.

3. **RESPONSIBILITIES OF TSG AND CLIENT.** TSG will perform the services called for under this Agreement as an independent contractor and not as an employee of the CLIENT, keep CLIENT informed of progress and developments, and respond promptly to CLIENT'S inquiries and communications. CLIENT further agrees to provide specific instruction where services are requested, to abide by this Agreement, to make payment on invoices in a timely manner as set forth herein, and to cooperate and require any employees of CLIENT to cooperate with TSG in any activities undertaken on the CLIENT's behalf.

4. **TERMS AND CONDITIONS.** The term of this Agreement shall be from December 14, 2020 through December 13, 2022, with an option for three additional one year terms. As compensation for TSG's time spent on this matter, TSG shall be paid as follows: ONE HUNDRED EIGHTY-FIVE DOLLARS (\$185.00) per hour, plus expenses. Tasks shall be billed in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour. TSG will charge CLIENT a time not to exceed seven tenths (0.7) of an hour and mileage at the current IRS rate not to exceed thirty-eight (38) miles each way for travel from the TSG offices in San Diego County to the investigation location in the Anaheim Union High School District.

If, while this Agreement is in effect, TSG increases the hourly rates being charged to clients generally for TSG's fees, that increase may be applied to any fees incurred under this Agreement as described above, but only with respect to services

CLIENT Initial: _____
TSG Initial: *MM*

Professional Services Agreement

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provided 30 days or more after written notice of the increase is mailed to CLIENT. If CLIENT chooses not to consent to the increased rates, CLIENT may terminate TSG's services under this Agreement by written notice effective when received by TSG, provided CLIENT executes and returns a Termination of Agreement form immediately upon its receipt from TSG.

CLIENT acknowledges that TSG has made no promises about the total amount of fees or costs (with the exception of travel time and mileage) to be incurred by CLIENT under this Agreement, and that any Deposit for Fees does not represent an estimate of the total cost of services. Investigators' fees are not set by law but rather are negotiable between the investigator and client. CLIENT has agreed to the fees set forth herein.


5. **COSTS.** In addition to the fees described above, CLIENT will pay all "costs" in connection with TSG's representation of CLIENT under this Agreement. Costs under \$300.00 will be advanced by TSG and then billed to CLIENT unless the costs can be met out of CLIENT'S deposits as described below. Costs over \$300.00 will be promptly submitted by TSG to CLIENT for CLIENT's direct payment. CLIENT agrees to make timely payment on such costs. Costs include those expenses which must be paid to third parties or otherwise incurred in the course of the representation. Costs include, but are not limited to, court fees, service or process charges, external hard drives, photocopying services, notary fees, computer assisted legal research, long distance telephone charges, messenger and delivery fees, postage, in-office photocopying at \$.28 per page, facsimile charges, deposition costs, parking fees, mileage at the current IRS rate per mile, consultant or expert witness fees, and similar items. TSG agrees to obtain consent from CLIENT prior to incurring any outside services.

CLIENT Initial: _____
TSG Initial: *AL*

Professional Services Agreement

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6. **NOT TO EXCEED.** TSG agrees not to exceed total charges of: Forty Thousand Dollars (\$40,000) per year for fees and costs without prior written consent from CLIENT.
7. **STATEMENTS AND PAYMENTS.** TSG will send CLIENT bi-weekly statements indicating TSG's fees and costs incurred, and their basis, any amounts applied from trust account deposits, and any current balance due. If no fees or costs are incurred for a particular week, or if they are minimal, the statement may be held and combined with that for the following week. Any balance due will be paid in full by CLIENT within 30 days after the statement is mailed. TSG may, at TSG's sole discretion, elect to bill certain legal services and costs as "No Charge" items. Any such "No Charge" billing by TSG shall be solely as a courtesy to CLIENT and shall not limit TSG's right to bill similar or even the identical type of services or costs, at their full rate, as they are incurred at any other time, on any future statement(s).
8. **LATE CHARGES.** If the entire balance shown due on any statement is not paid within 30 days from the statement date, a late charge equal to 1.5% of the outstanding balance will be assessed to CLIENT'S account.
9. **NO DISCHARGE OF DEBT.** CLIENT specifically acknowledges and agrees that any dollar amounts owed to TSG for fees and/or costs incurred by TSG on CLIENT'S behalf as set forth herein shall create a payment obligation on the part of CLIENT that shall not be discharged by CLIENT in any bankruptcy or other action instituted by CLIENT, or any of them, or otherwise. In the case of any petition in bankruptcy or similar action by CLIENT, CLIENT agrees to promptly execute a Reaffirmation Agreement on behalf of TSG, reaffirming CLIENT'S payment obligation to TSG and CLIENT'S agreement to pay same, as set forth herein.

CLIENT Initial: _____
TSG Initial: 

Professional Services Agreement

Page 5 of 8


10. ARBITRATION. CLIENT and TSG agree to have any and all disputes (except where CLIENT may request Arbitration of a fee dispute) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the services provided by TSG to CLIENT, decided only by binding arbitration in accordance with the provisions of the California Code of Civil Procedure Section 1280, *et seq.*, and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. TSG and CLIENT shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the California Rules of Civil Procedure section 1283.05. Any party initiating court action without first requesting arbitration as set forth herein expressly waives any claim to attorneys' fees and costs they may have otherwise been entitled to.

11. ENFORCEMENT EXPENSES. Should it be necessary to institute legal proceedings for the enforcement of this Agreement, the prevailing party in any such proceeding shall be entitled to recover all court costs and reasonable attorney's fees incurred in prosecuting or defending said action.

12. INSURANCE AND APPLICABLE LAWS. TSG will provide insurance as follows:

- a. Commercial General Liability insurance for bodily injury and property damage, written on an occurrence form, in the combined single limit of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.
- b. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is

CLIENT Initial:

TSG Initial: 

Professional Services Agreement

Page 6 of 8

added by Endorsement to the General Liability policy, must provide proof of Endorsement. Such coverage shall be in an amount of not less than \$1,000,000 per occurrence; \$2,000,000 general aggregate.

- c. Automobile liability insurance with limits as required by the State of California
- d. An Additional Insured Endorsement is required to accompany Certificate of Insurance, specifically naming Anaheim Union High School District as Additional Insured with respects to the insured's General Liability policy as "Anaheim Union High School District is named as additionally insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." The Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation.

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

13. FINGERPRINT CERTIFICATION. TSG must execute a Certification by Contractor, Criminal Records Check school district form prior to the performance of any work.

14. DRUG, ALCOHOL, AND TOBACCOO FREE WORKPLACE. TSG hereby certifies, under penalty of perjury, under the laws of the State of California that under the Agreement it will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.). Therefore, the work site shall be kept drug and alcohol free at all times.

TSG hereby agrees, under the Agreement, it will comply with the Anaheim Union School District Board of Education's Policy which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second hand smoke and desires to provide a health environment for

CLIENT Initial: _____
TSG Initial: *JS*

Professional Services Agreement

Page 7 of 8

students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

15. ASSIGNMENT. This Agreement is not assignable without written consent of the parties hereto.

16. COMPLETE AGREEMENT. This Agreement constitutes the entire Agreement pertaining to the subject of the services TSG will be performing and the compensation for such services. Any modification of this Agreement shall be made in writing and signed by all Parties hereto. It is expressly understood and agreed by the Parties that should any provision or portion of this Agreement be held invalid, illegal, or void, the remainder of this Agreement shall nevertheless continue in full force and effect. Either party may terminate this Agreement at any time upon written notice to the other.

17. NOTICES. Any notices required under this Agreement shall be in writing and shall be deemed to have been duly served if delivered in person to CLIENT or, if delivered at or sent by registered or certified mail, to the last known business or home address of CLIENT.

18. GOVERNING LAW. The laws of the State of California shall govern the construction and interpretation of this Agreement.

19. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement shall be the date first written above.

CLIENT Initial: _____
TSG Initial: *JS*

Professional Services Agreement

Page 8 of 8

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

The Sobel Group, Inc.

By: 

Print Name/Title of Authorized Signatory:

David Sobel/President

P.O. Box 462637

Escondido, CA 92046

Dated: 12/13/2020

Anaheim Union High School District


By: _____

Print Name/Title of Authorized Signatory:

501 Crescent Way

Anaheim, CA 92803

Dated: _____

CLIENT Initial: _____
TSG Initial: 



September 25, 2020

Michael B. Matsuda
Superintendent
Anaheim Union High School District
501 Crescent Way
Anaheim, CA 92803

Dear Mr. Matsuda:


Per Education Code Section 1240, I am charged with the responsibility to conduct reviews of decile 1-3 schools based on the 2012 Academic Performance Index (API) to ensure compliance with Williams Settlement Legislation requirements.

The enclosed annual report for fiscal year 2019-20 provides aggregate findings for Anaheim Union High School District in the areas of sufficiency of textbooks and instructional materials, maintenance of facilities, and accuracy of data reported on School Accountability Report Cards (SARC). Due to the COVID-19 Pandemic, the California Commission on Teacher Credentialing delayed Teacher Assignment Monitoring for the 2019-20 school year. State level monitoring of educator assignments is scheduled to begin in the fall of 2020.

Please share this annual report at a public meeting with your Board during the month of November as required by the Williams Settlement Legislation. As required by Education Code Section 1240, it will also be shared with the Orange County Board of Education and the County of Orange Board of Supervisors.

Your dedicated efforts and those of your school board members, administrative staff, and school site staff demonstrate professional commitment to improving student achievement and well-being. I am proud to acknowledge your district's exemplary service to the students, families, and community members of Orange County.

Sincerely,


Al Mijares, Ph.D.
County Superintendent of Schools

AM:ag

Enclosure

c: Joe Carmona, Director, Special Programs

**ORANGE COUNTY
DEPARTMENT
OF EDUCATION**

200 KALMUS DRIVE
P.O. BOX 9050
COSTA MESA, CA
92628-9050

(714) 966-4000

FAX (714) 432-1916

www.ocde.us

AL MIJARES, Ph.D.
County Superintendent
of Schools

**ORANGE COUNTY
BOARD OF EDUCATION**

MARI BARKE

REBECCA "BECKIE" GOMEZ

TIM SHAW

LISA SPARKS, PH.D.

KEN L. WILLIAMS, D.O.



Orange County Department of Education
Educational Services Division

**Williams Settlement Legislation
Annual Report
Anaheim Union High School District
2019-20**

This report summarizes the results of Williams Settlement Legislation reviews of decile 1-3 schools (2012 base API).

INSTRUCTIONAL MATERIALS

Schools were reviewed to determine the sufficiency of textbooks and instructional materials.¹

School	Review Date	Subject	Textbook/Instructional Materials Insufficiencies	Grade	Room	Materials Needed	Correction Date
Ball Junior High	August 21, 2019		NONE				
Magnolia High	August 21, 2019		NONE				
South Junior High	August 16, 2019		NONE				
Sycamore Junior High	August 16, 2019		NONE				

BOT 2

¹"Sufficient textbooks and instructional materials" means that each pupil, including English learners, has a standards-aligned textbook or instructional materials, or both, to use in class and to take home in the core subject areas of mathematics, science, history-social science, and English language arts, including the English language development component of an adopted program. Middle and high schools include foreign language and health. High schools include science laboratory equipment.



Orange County Department of Education
Educational Services Division

**Williams Settlement Legislation
Annual Report**

**Anaheim Union High School District
2019-20**

FACILITIES

Schools were reviewed to determine safety, cleanliness, and functionality of facilities. Any deficiencies were reported to school administrators for remediation.²

School	Review Date	Room/Area	Facility Conditions Identified
Ball Jr. High	August 15, 2019	Room 4	Ceiling tiles sagging/roof leak
Magnolia High	August 14, 2019	Little Theatre	Wall in the foyer damaged from drinking fountain installation
South Jr. High	August 20, 2019		NONE
Sycamore Jr. High	August 20, 2019	Staff restroom #1 by room 47	Hole in ramp near threshold of restroom
Sycamore Jr. High	August 20, 2019	Parking lot	Uneven surface on pavement near entrance of wood shop

BOT 3

²Districts are not required to report corrections to the Orange County Department of Education.



**Williams Settlement Legislation
Annual Report
Anaheim Union High School District
2019-20**

SCHOOL ACCOUNTABILITY REPORT CARD (SARC)

The SARCs published in 2019-20 were reviewed to determine the accuracy of information reported for sufficiency of textbooks and instructional materials and safety, cleanliness, and functionality of school facilities.

School	SARC Review Date(s)	Instructional Materials Accurate	Instructional Material Discrepancies	Facility Conditions Accurate	Facility Condition Discrepancies
Ball Junior High	March 23, 2020	Yes	N/A	Yes	N/A
Magnolia High	March 23, 2020	Yes	N/A	Yes	N/A
South Junior High	March 23, 2020	Yes	N/A	Yes	N/A
Sycamore Junior High	March 23, 2020	Yes	N/A	Yes	N/A

Respectfully submitted,

Nicole Savio Newfield

Nicole Savio Newfield
Administrator, Student Achievement and Wellness

9/25/20

Date

Human Resources Division, Certificated Personnel

Board of Trustees
November 19, 2020

Page 1 of 7

1. Resignations/Retirements, effective as noted:

Baillie, Alicia	Resignation	11/13/20
Brown, Antoinette	Resignation	10/20/20
Rodriguez, Monica	Resignation	10/19/20
Rodriguez, Viridiana	Resignation	11/6/20

2. Employment:

A. Teacher(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Lee, Walene	11/9/20	3	4

B. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Archuleta, Bobby	10/14/20
Becerra, Kathy	10/27/20
Callas, Shawnie	10/20/20
Doan, An	10/26/20
Gallardo, Natalie	9/25/20
Hirayama, Yuko Melody	10/30/20
Kim, Andrew	11/6/20
Kim, Joseph	10/26/20
Little, Connie	11/2/20
Montano, Karen	10/22/20
Napoli Pugh, Antoinette	10/30/20
Nevens, Victoria	10/19/20
Radomski, Gretchen	10/28/20
Stecher, Nicholas	10/30/20
Tello, George	10/29/20
Valencia, Laurena	10/14/20
Vande Kerk, Justin	11/4/20
Vega, Nathan	10/12/20

C. Social Worker(s)/Probationary:

		<u>Column</u>	<u>Step</u>
Da Silva, Darlene	7/22/20	3	2

D. Counselor(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Brown, Antoinette	9/1/20	2	1
Montoya, Jesus	9/14/20	2	1
Ozgur, Heather	11/9/20	3	1
Pena, Karen	10/7/20	2	1
Rodriguez, Monica	10/16/20	3	2

3. Extra Service Compensation:

A. Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2020-21, effective as noted: (General Funds)

Human Resources Division, Certificated Personnel

Board of Trustees
November 19, 2020

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Belski, Brian	8/10/20
Derbish, Michael	8/10/20
Garcia, Michael	8/10/20
Gordon, Richard	8/12/20
Miner, Deanna	8/10/20
Wilson, James	8/10/20

- B. Title I Specialists Stipend, for the 2020-21 year, in the amount of \$1,829, will be paid in two disbursements, and/or half of the stipend at the end of each semester. (Title I Funds)

Calderon, Courtney	Katella High School
Dayton, Lorena	Magnolia High School
Gray, Matthew	Loara High School
Hormuth, Lisa	Dale Junior High School
Jensen, Ann	Western High School
Nguyen, Andy	South Junior High School
Parmenter, Rick	Savanna High School
Ramstetter-Balluck, Michele	Gilbert High School
Sanchez, Alicia	Sycamore Junior High School
Stevenson, Anna	Orangeview Junior High School
Trevett, Kirsten	Ball Junior High School
Weiss, Marcus	Brookhurst Junior High School
Zajec, Eydie	Anaheim High School

- C. Saturday Academy and Prep time, to be paid for the 2020-2021 school year, at the rate of \$250.00 per day, to the following individuals as noted: (Learning Loss Mitigation and/or Saturday Academy Funds)

Acosta, Angel	Green, David
Amancio, Gilbert	Griffin, Matthew
Anderson, Sarah	Hammer, Daphne
Becker, Trena	Hendricksen, Kyle
Brown, Gary	Hernandez, Adam
Brown, Jennifer	Hernandez, Roxanna
Bryant, Renae	Hill-Bonales, Poppy
Callaway, Katrina	Hodgson, Kevin
Calleros, Ruben	Houston, Amber
Calvo, Angela	Howe, Jeff
Carpenter, Benjamin	Huerta, Cynthia
Case, Paula	Hurley, Ryan
Chau, Aaron	Jensen, Jack
Cho, Esther	Klatzker, Daniel
Cortez, Nancy	Konrad, Alison
Cortez-Barriga, Sonia	Kovar, Jana
Cruz, Adela	Ku, Charles
Dabney, Karen-Lieras	Kwon, Amy
Dorosky, David	Lara, Jose
Durkin, MaryJo	Lemonnier, Louie
Egans, Shanna	Loch, Ryan
Figueroa, Liberato	McGhee, Joan
Gallegos-Garcia, Zoila	Mejia, Yolanda

Human Resources Division, Certificated Personnel

Board of Trustees
November 19, 2020

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Moreno, Lorena	Saldivar, Roberto
Nava, Demetrio	Santiago, Rafael
Palomino, Ramon	Sasai, Jennifer
Park, Mary Ellen	Sell, Jeremy
Pfeiffer, Sean	Sidhu, Seema
Pittman, Cristina	Slim, Nabil
Pooley, Mike	Stout, Lorena
Romero, Enrique	Surfas, Michelle
Rubio, Israel	Swans, Todd
Ruiz, Claudia	Vázquez, Hilda
Ruthenbeck, Lynn	Valdez, Vidal
Saldana, Joe	

- D. Additional Course Preparation Stipend, to be paid to the following individual(s), for each additional course preparation assigned, effective as noted:

Alvarez, Juan	8/10/20	1 additional course prep
Barrios-Garcia, Lizzette	8/10/20	1 additional course prep
Garcia, Ricardo	8/10/20	1 additional course prep
Lee, Maryann	8/10/20	1 additional course prep
Padilla, Maria	8/10/20	1 additional course prep
Pham, Debbie	8/7/19	1 additional course prep
Pham, Debbie	8/10/20	2 additional course preps
Pineda-Garcia, Juvenal	8/10/20	2 additional course preps
Preciado, Bruno	8/10/20	1 additional course prep
Salazar, Valentin	8/10/20	1 additional course prep
Sanchez, Alicia	8/10/20	1 additional course prep

4. Correction to Longevity date for ASTA unit member(s):

<u>NAME</u>	<u>ORIGINAL LONGEVITY DATE</u>	<u>CORRECTED LONGEVITY DATE</u>
Kile, Ryan	2/1/2006	9/1/2005

5. Change of contract for the following personnel who have completed the additional units and/or years of experience to advance on the salary schedule, effective as noted:

	<u>From</u>	<u>To</u>	<u>Effective</u>
Castillo, Miranda	2 2	2 4	8/24/20
Cobian, Jeanette	2 1	2 2	8/28/20
Hightower, Jayette	4 5	4 6	8/10/20
Montoya, Jesus	2 1	2 4	9/14/20
Park, Caroline	1 1	4 7	8/12/20
Pena, Karen	1 1	2 1	10/7/20

6. Pay adjustments for the following military instructors for the JROTC/NJROTC program unless otherwise noted by military contract, effective as noted:

	<u>Salary</u>	<u>Effective</u>
Muñoz, Jesus	\$10,963.60	9/1/20

Human Resources Division, Certificated Personnel

Board of Trustees
November 19, 2020

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7. **Volunteer Employee Aides, with coverage by Workers' Compensation Insurance,** effective as noted:

Jemison, Rufus	8/25/17
Medina, Bianca	10/13/20
Delacruz, Nicole	10/14/20
Flores Barrera, Maria del Rocio	10/19/20
Kane, Amanda	10/1/20
Martin, Havanna	10/21/20

8. Extra Service Assignments, employment effective as noted:

Classified:

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Anaheim</u>			
Godinez, Joanna Color Guard	\$2,810.50	1 st Semester	8/10/20
<u>Cypress</u>			
Archuleta Jr., Bobby Football	\$1,730	Season	12/14/20
Cobos Jr., Michael Song	\$1,406.50	1 st Semester	8/10/20
Galvan, Eric Cheer *REVISED	\$1,406.50*	1 st Semester	8/10/20
Giblin, Nicolette Cheer	\$2,810.50	2 nd Semester	1/4/21
Ledesma, Sierra Song *REVISED	\$1,406.50*	1 st Semester	8/10/20
Lee, Young Tennis, Asst./Lower Level, Boys	\$3,122	Season	3/1/21
Lo, Jason Dance, Assistant	\$1,641	1 st Semester	8/10/20
Mitchell, Derek Basketball	\$3,467.20	Season	3/1/21
Mitchell, Derek Basketball, Varsity, Boys	\$3,450.40	Season	3/1/21
Mora, Freddy Soccer, Asst./Lower Level	\$3,122	Season	3/1/21

Human Resources Division, Certificated Personnel

Board of Trustees
November 19, 2020

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Mora, Freddy Soccer, Asst./Lower Level, Boys	\$3,122	Season	3/1/21
Orellana, Jeffrey Soccer, Asst./Lower Level, Boys	\$3,122	Season	3/1/21
Paige, Cameron Basketball	\$1,730	Season	3/1/21
Parcells, Justin Football	\$1,730	Season	12/14/20
Park, Jeffrey Water Polo, Asst./Lower Level	\$1,040.66	Season	12/14/20
Rivera, Nathaniel Basketball	\$4,334	Season	3/1/21
Rivera, Nicole Basketball, Asst./Lower Level, Girls	\$2,581.50	Season	3/1/21
Stone, Jason Water Polo	\$2,558	Season	12/14/20
Takimoto, Curtis Basketball, Asst./Lower Level	\$2,595	Season	3/1/21
Thornburg, Lindsey Tennis, Asst./Lower Level	\$3,107	Season	3/1/21
Wilk, Adam Cross Country, Asst./Lower Level	\$3,122	Season	12/14/20
Wong, Thomas Basketball, Asst./Lower Level, Boys	\$2,595	Season	3/1/21
<u>Katella</u> Aguilar, Nancy Color Guard	\$2,810.50	1 st Semester	8/10/20
Flammer, Johanna Cheer	\$2,810.50	1 st Semester	8/10/20
Gallagher, Aimee Accompanist	\$849	1 st Semester	8/10/20
Huynh, Tan Band, Assistant Director	\$1,641	1 st Semester	8/10/20
Huynh, Tan Jazz Band	\$792	1 st Semester	8/10/20

Human Resources Division, Certificated Personnel

Board of Trustees
November 19, 2020

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Morrill, Katherine Dance	\$1,918.50	1 st Semester	8/10/20
Schlotter, Michael Drill Team	\$2,810.50	1 st Semester	8/10/20
<u>Kennedy</u> Aguilar, Nancy Drill Team	\$2,810.50	1 st Semester	8/10/20
Botka, Bryan Band, Assistant Director	\$1,641	1 st Semester	8/10/20
Gallagher, Aimee Dance	\$1,918.50	1 st Semester	8/10/20
Hull, Brittany Cheer, Assistant	\$1,399.50	1 st Semester	8/10/20
Smith, Taylor Cheer, Assistant	\$1,399.50	1 st Semester	8/10/20
<u>Loara</u> Paniagua, Omar Football, Assistant	\$3,122	Season	8/3/20
<u>Magnolia</u> Beleno, Genely Dance	\$1,918.50	1 st Semester	8/10/20
Beleno, Genely Photography	\$1,455.50	1 st Semester	8/10/20
Throne, Taylor Drama	\$1,918.50	1 st Semester	8/10/20
Vega Maciel, Roberto Color Guard	\$2,810.50	1 st Semester	8/10/20
Viera, Sujey Cheer	\$2,051.60	1 st Semester	8/10/20
Wheeler, Gregory Drill Team	\$2,810.50	1 st Semester	8/10/20
<u>Oxford</u> Back, Jaewook Volleyball, Assistant	\$3,122	Season	10/1/20
Pena, Brenda Volleyball, Assistant	\$3,122	Season	10/1/20

Human Resources Division, Certificated Personnel

Board of Trustees
November 19, 2020

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Savanna

Arevalos, Rudy Band, Assistant Director	\$1,633	1 st Semester	8/10/20
Blair, Samantha Band, Assistant Director	\$1,633	1 st Semester	8/10/20
Franco, Esther Dance	\$1,909	1 st Semester	8/10/20
Kammer, Karyn Cheer	\$2,796.50	1 st Semester	8/10/20
Robinson, Cory Color Guard	\$2,796	1 st Semester	8/10/20
Robinson, Cory Dance, Assistant	\$1,633	1 st Semester	8/10/20
Sanchez Estrada, Nancy Band, Assistant Director	\$1,633	1 st Semester	8/10/20

Human Resources Division, Classified Personnel

Board of Trustees
November 19, 2020

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1. Retirements/Resignations/Terminations, effective as noted:

	<u>Location:</u>	<u>Effective</u>
Jimenez, Denise Instructional Assistant – Behavioral Support	Hope School	11/06/2020
Montijo, Monica Instructional Assistant – Behavioral Support	Magnolia High School	10/16/2020
Ramirez, Israel Instructional Assistant - SAI	South Jr. High School	12/18/2020
Root, Jennifer Assistant Superintendent of Business Services	Business Services	10/16/2020

2. Employment, effective as noted:

	<u>Range/Step:</u>	<u>Effective:</u>
Substitute Employees:		
Abraham, Michael Student Mentor	\$14.53/Hr.	09/21/2020
Acuna, Alexander Student Mentor	\$14.53/Hr.	09/21/2020
Aguilar, Veronica Student Mentor	\$14.53/Hr.	09/21/2020
Agustiniano, Mayerli Student Mentor	\$14.53/Hr.	09/21/2020
Alabbadi, Shahd Student Mentor	\$14.53/Hr.	09/21/2020
Aldrete, Sandy Student Mentor	\$14.53/Hr.	09/21/2020
Alvarado, Emily Student Mentor	\$14.53/Hr.	09/21/2020
Alvarez, Beverly Student Mentor	\$14.53/Hr.	09/21/2020
Alvarez, Diego Student Mentor	\$14.53/Hr.	09/21/2020
Alvarez, Miranda Student Mentor	\$14.53/Hr.	09/21/2020

Human Resources Division, Classified Personnel

Board of Trustees
November 19, 2020

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Alvarez Islas, Leilani Student Mentor	\$14.53/Hr.	09/21/2020
Amaro, Mickel Student Mentor	\$14.53/Hr.	09/21/2020
Angeles-Garcia, Ashley Student Mentor	\$14.53/Hr.	09/21/2020
Arreaga, Judah Student Mentor	\$14.53/Hr.	09/21/2020
Arzaga, Kalani Student Mentor	\$14.53/Hr.	09/21/2020
Arzate, Rosy Student Mentor	\$14.53/Hr.	09/21/2020
Avalos, Alejandra Student Mentor	\$14.53/Hr.	09/21/2020
Avila Vargas, Kimberly Student Mentor	\$14.53/Hr.	09/21/2020
Awad, Amir Student Mentor	\$14.53/Hr.	09/21/2020
Ayad, Fibi Student Mentor	\$14.53/Hr.	09/21/2020
Ayala, Alondra Student Mentor	\$14.53/Hr.	09/21/2020
Ayala, Ivan Student Mentor	\$14.53/Hr.	09/21/2020
Ayala-Franco, Janelle Student Mentor	\$14.53/Hr.	09/21/2020
Babashoff, Shaylee Student Mentor	\$14.53/Hr.	09/21/2020
Bae, Hanna Student Mentor	\$14.53/Hr.	09/21/2020
Baeza, Katherine Student Mentor	\$14.53/Hr.	09/21/2020
Banawis, Michael Student Mentor	\$14.53/Hr.	09/21/2020

Human Resources Division, Classified Personnel

Board of Trustees
November 19, 2020

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Barr, Desiree Student Mentor	\$14.53/Hr.	09/21/2020
Barrera, Crystal Student Mentor	\$14.53/Hr.	09/21/2020
Barrios, Erica Student Mentor	\$14.53/Hr.	09/21/2020
Barrios, Jessica Student Mentor	\$14.53/Hr.	09/21/2020
Barrios-Ureno, Valeria Student Mentor	\$14.53/Hr.	09/21/2020
Barroso, Vanessa Student Mentor	\$14.53/Hr.	09/21/2020
Bautista, Sebastien Student Mentor	\$14.53/Hr.	09/21/2020
Blum, Paulina Student Mentor	\$14.53/Hr.	09/21/2020
Bonola Calderon, Mylene Student Mentor	\$14.53/Hr.	09/21/2020
Bran Flores, Jacquelinne Student Mentor	\$14.53/Hr.	09/21/2020
Bravo, Brisa Student Mentor	\$14.53/Hr.	09/21/2020
Brieger, Tessa Student Mentor	\$14.53/Hr.	09/21/2020
Bui, Bao Student Mentor	\$14.53/Hr.	09/21/2020
Caldera, Emmanuel Student Mentor	\$14.53/Hr.	09/21/2020
Calderon Gabriel, Melissa Student Mentor	\$14.53/Hr.	09/21/2020
Calderon-Rubio, Julissa Student Mentor	\$14.53/Hr.	09/21/2020
Campos, Kimberly Student Mentor	\$14.53/Hr.	09/21/2020

Human Resources Division, Classified Personnel

Board of Trustees
November 19, 2020

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Campos, Lesly Student Mentor	\$14.53/Hr.	09/21/2020
Campos Espinoza, Angel Student Mentor	\$14.53/Hr.	09/21/2020
Canela, Brandon Avid Tutor	\$14.53/Hr.	10/19/2020
Cano Flores, Cecilia Student Mentor	\$14.53/Hr.	09/21/2020
Canseco, Kattya Student Mentor	\$14.53/Hr.	09/21/2020
Cardenas, Carolina Student Mentor	\$14.53/Hr.	09/21/2020
Cardenas, Samantha Student Mentor	\$14.53/Hr.	09/21/2020
Cardona, Kelsey Student Mentor	\$14.53/Hr.	09/21/2020
Carnes, Alissa Student Mentor	\$14.53/Hr.	09/21/2020
Carpio, Jazlin Student Mentor	\$14.53/Hr.	09/21/2020
Carrillo, Jeanette Student Mentor	\$14.53/Hr.	09/21/2020
Castandea, Breanna Student Mentor	\$14.53/Hr.	09/21/2020
Castillo, Angelina Student Mentor	\$14.53/Hr.	09/21/2020
Ceja Vazquez, Esmeralda Student Mentor	\$14.53/Hr.	09/21/2020
Chamberlin, Andrew Student Mentor	\$14.53/Hr.	09/21/2020
Chavez, Kaylee Student Mentor	\$14.53/Hr.	09/21/2020
Chicas, Monica Student Mentor	\$14.53/Hr.	09/21/2020

Human Resources Division, Classified Personnel

Board of Trustees
November 19, 2020

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Choi, Ji In Student Mentor	\$14.53/Hr.	09/21/2020
Chung, Justin Student Mentor	\$14.53/Hr.	09/21/2020
Cisneros, Perla Student Mentor	\$14.53/Hr.	09/21/2020
Corona, Irmalulu Student Mentor	\$14.53/Hr.	09/21/2020
Correa, Sergio Student Mentor	\$14.53/Hr.	09/21/2020
Cortez, Crystal Student Mentor	\$14.53/Hr.	09/21/2020
Cortez, Diana Student Mentor	\$14.53/Hr.	09/21/2020
Cortez, Joscelyn Student Mentor	\$14.53/Hr.	09/21/2020
Cruz, Nathaly Student Mentor	\$14.53/Hr.	09/21/2020
De La Cruz, Omar Student Mentor	\$14.53/Hr.	09/21/2020
De La Luz-Sierra, Adolfo Student Mentor	\$14.53/Hr.	09/21/2020
De La Rosa, Kimberly Student Mentor	\$14.53/Hr.	09/21/2020
Dhunna, Maleena Student Mentor	\$14.53/Hr.	09/21/2020
Diaz, Valeria Student Mentor	\$14.53/Hr.	09/21/2020
Dinh, Thomas Student Mentor	\$14.53/Hr.	09/21/2020
Diosdado Robledo, Louie Student Mentor	\$14.53/Hr.	09/21/2020
Dixon, Priscilla Student Mentor	\$14.53/Hr.	09/21/2020

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Drake, Matthew Student Mentor	\$14.53/Hr.	09/21/2020
Duong, Jonathan Student Mentor	\$14.53/Hr.	09/21/2020
Duque, Adylene Student Mentor	\$14.53/Hr.	09/21/2020
Eirich, Keira Student Mentor	\$14.53/Hr.	09/21/2020
Ellis Melchor, Emely Student Mentor	\$14.53/Hr.	09/21/2020
Elsharkawy, Linda Student Mentor	\$14.53/Hr.	09/21/2020
Ermeje, Farrah Student Mentor	\$14.53/Hr.	09/21/2020
Eshaqzai, Mawa Student Mentor	\$14.53/Hr.	09/21/2020
Esquivel, Lilah Student Mentor	\$14.53/Hr.	09/21/2020
Estrada, Diego Student Mentor	\$14.53/Hr.	09/21/2020
Estrada, Jose Student Mentor	\$14.53/Hr.	09/21/2020
Fajardo, Ashley Student Mentor	\$14.53/Hr.	09/21/2020
Feldblumb, Bahteli Student Mentor	\$14.53/Hr.	09/21/2020
Feregrino, Esmeralda Student Mentor	\$14.53/Hr.	09/21/2020
Fernandez, Erica Jane Student Mentor	\$14.53/Hr.	09/21/2020
Fernandez, Victor Student Mentor	\$14.53/Hr.	09/21/2020
Flores Carreon, Cinthia Student Mentor	\$14.53/Hr.	09/21/2020

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Flores Mora, Angela Student Mentor	\$14.53/Hr.	09/21/2020
Fuentes, Marcus Student Mentor	\$14.53/Hr.	09/21/2020
Garcia, Heidi Student Mentor	\$14.53/Hr.	09/21/2020
Garcia Razo, David Student Mentor	\$14.53/Hr.	09/21/2020
Go, Francine Vanessa Student Mentor	\$14.53/Hr.	09/21/2020
Goicochea Montiel, Jarahlee Student Mentor	\$14.53/Hr.	09/21/2020
Gomez, Rosalyn Student Mentor	\$14.53/Hr.	09/21/2020
Gomez, Victor Student Mentor	\$14.53/Hr.	09/21/2020
Gomez Mujica, Ian Student Mentor	\$14.53/Hr.	09/21/2020
Gonzalez, Johana Student Mentor	\$14.53/Hr.	09/21/2020
Gonzalez, Lesly Roshelle Student Mentor	\$14.53/Hr.	09/21/2020
Gonzalez-Torres, Stephanie Student Mentor	\$14.53/Hr.	09/21/2020
Goyal, Pulkit Student Mentor	\$14.53/Hr.	09/21/2020
Grande, Gabriela Student Mentor	\$14.53/Hr.	09/21/2020
Grande, Graciela Student Mentor	\$14.53/Hr.	09/21/2020
Grover, Dhriti Student Mentor	\$14.53/Hr.	09/21/2020
Guillermo-Gomez, Jennifer Student Mentor	\$14.53/Hr.	09/21/2020

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Gustafson, Angelina Student Mentor	\$14.53/Hr.	09/21/2020
Gutierrez, Miranda Student Mentor	\$14.53/Hr.	09/21/2020
Gutierrez, Stephanie Student Mentor	\$14.53/Hr.	09/21/2020
Gutierrez Estrada, Kimberly Student Mentor	\$14.53/Hr.	09/21/2020
Gutierrez Martinez, Ashley Student Mentor	\$14.53/Hr.	09/21/2020
Guzman, Gabriella Student Mentor	\$14.53/Hr.	09/21/2020
Haddad, Tala Student Mentor	\$14.53/Hr.	09/21/2020
Han, Chloe Student Mentor	\$14.53/Hr.	09/21/2020
Hearn, Katelynn Student Mentor	\$14.53/Hr.	09/21/2020
Hermoso, Anya Student Mentor	\$14.53/Hr.	09/21/2020
Hernandez, Ashly Student Mentor	\$14.53/Hr.	09/21/2020
Hernandez, Cindy Student Mentor	\$14.53/Hr.	09/21/2020
Hernandez, Citlaly Student Mentor	\$14.53/Hr.	09/21/2020
Hernandez, Daisy Student Mentor	\$14.53/Hr.	09/21/2020
Hernandez, Destiny Student Mentor	\$14.53/Hr.	09/21/2020
Hernandez, Israel Student Mentor	\$14.53/Hr.	09/21/2020

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Hernandez Jr., Ruben Student Mentor	\$14.53/Hr.	09/21/2020
Hernandez Rodriguez, Leslie Student Mentor	\$14.53/Hr.	09/21/2020
Hernandez Santos, Paulina Student Mentor	\$14.53/Hr.	09/21/2020
Hernandez Suarez, Andrea Student Mentor	\$14.53/Hr.	09/21/2020
Herrera, Susan Student Mentor	\$14.53/Hr.	09/21/2020
Herrera Vazquez, Carolina Student Mentor	\$14.53/Hr.	09/21/2020
Hidalgo, Adrienne Student Mentor	\$14.53/Hr.	09/21/2020
Higareda, Jolene Student Mentor	\$14.53/Hr.	09/21/2020
Himes, Samantha Student Mentor	\$14.53/Hr.	09/21/2020
Howlader, Sovereign Student Mentor	\$14.53/Hr.	09/21/2020
Hoxworth, Clayton Student Mentor	\$14.53/Hr.	09/21/2020
Hufalar, Gelmar Student Mentor	\$14.53/Hr.	09/21/2020
Hugo, Mark Vincent Student Mentor	\$14.53/Hr.	09/21/2020
Huh, Grace Student Mentor	\$14.53/Hr.	09/21/2020
Huynh, Hannah Student Mentor	\$14.53/Hr.	09/21/2020
Huynh, Keristy Student Mentor	\$14.53/Hr.	09/21/2020

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Jarquin, Jovira Student Mentor	\$14.53/Hr.	09/21/2020
Jimenez, Samantha Student Mentor	\$14.53/Hr.	09/21/2020
Jimenez Cruz, Yisela Student Mentor	\$14.53/Hr.	09/21/2020
Johnson, Rhea Student Mentor	\$14.53/Hr.	09/21/2020
Jones, Eden Student Mentor	\$14.53/Hr.	09/21/2020
Jung, Kaila Student Mentor	\$14.53/Hr.	09/21/2020
Jung, Yuna Student Mentor	\$14.53/Hr.	09/21/2020
Jurado, Ashley Student Mentor	\$14.53/Hr.	09/21/2020
Khehra, Harshaun Student Mentor	\$14.53/Hr.	09/21/2020
Kim, Chul Jun Student Mentor	\$14.53/Hr.	09/21/2020
Kim, Esther Student Mentor	\$14.53/Hr.	09/21/2020
Kim, Gwen Student Mentor	\$14.53/Hr.	09/21/2020
Kim, Gyoomin Student Mentor	\$14.53/Hr.	09/21/2020
Kim, Mia Student Mentor	\$14.53/Hr.	09/21/2020
Kim, Minha Student Mentor	\$14.53/Hr.	09/21/2020
Kim, Sehee Student Mentor	\$14.53/Hr.	09/21/2020

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Kumar, Arnav Student Mentor	\$14.53/Hr.	09/21/2020
Labasan, Jameson Student Mentor	\$14.53/Hr.	09/21/2020
Lam, Johnson Student Mentor	\$14.53/Hr.	09/21/2020
Laroza, Josemari Student Mentor	\$14.53/Hr.	09/21/2020
Lars, Jasmine Student Mentor	\$14.53/Hr.	09/21/2020
Lavong, Leon Student Mentor	\$14.53/Hr.	09/21/2020
Le, Donna Student Mentor	\$14.53/Hr.	09/21/2020
Le, Hannah Student Mentor	\$14.53/Hr.	09/21/2020
Le, Nguyen Student Mentor	\$14.53/Hr.	09/21/2020
Le, Tran Student Mentor	\$14.53/Hr.	09/21/2020
Lee, Christine Student Mentor	\$14.53/Hr.	09/21/2020
Lee, Erin Student Mentor	\$14.53/Hr.	09/21/2020
Lee, Eunice Student Mentor	\$14.53/Hr.	09/21/2020
Lee, Joanne Student Mentor	\$14.53/Hr.	09/21/2020
Lee, Lydia Student Mentor	\$14.53/Hr.	09/21/2020
Lee, Vanessa Student Mentor	\$14.53/Hr.	09/21/2020

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Li, Joyce Student Mentor	\$14.53/Hr.	09/21/2020
Limon, Crystal Student Mentor	\$14.53/Hr.	09/21/2020
Lingampally, Anusha Student Mentor	\$14.53/Hr.	09/21/2020
Liu, Jia Student Mentor	\$14.53/Hr.	09/21/2020
Lopez, Brianna Student Mentor	\$14.53/Hr.	09/21/2020
Lopez, Karyme Student Mentor	\$14.53/Hr.	09/21/2020
Lopez Higuera, Ingrid Student Mentor	\$14.53/Hr.	09/21/2020
Lopez-Martinez, Samantha Student Mentor	\$14.53/Hr.	09/21/2020
Lozano, Cody Student Mentor	\$14.53/Hr.	09/21/2020
Lugo, Melody Student Mentor	\$14.53/Hr.	09/21/2020
Luna, Christian Student Mentor	\$14.53/Hr.	09/21/2020
Ly, Arielle Student Mentor	\$14.53/Hr.	09/21/2020
Ly, Bryan Student Mentor	\$14.53/Hr.	09/21/2020
Ly, My Student Mentor	\$14.53/Hr.	09/21/2020
Macedo, Monserrat Student Mentor	\$14.53/Hr.	09/21/2020
Mactal, Angel Naji Student Mentor	\$14.53/Hr.	09/21/2020

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Maldonado, Andrea Student Mentor	\$14.53/Hr.	09/21/2020
Marquez, Abigail Student Mentor	\$14.53/Hr.	09/21/2020
Martinez, Ashley Student Mentor	\$14.53/Hr.	09/21/2020
Martinez, Carlos Student Mentor	\$14.53/Hr.	09/21/2020
Martinez, Genesis Student Mentor	\$14.53/Hr.	09/21/2020
Martinez, Jasmen Student Mentor	\$14.53/Hr.	09/21/2020
Martinez, Jasmine Student Mentor	\$14.53/Hr.	09/21/2020
Martinez, Jocelyn Student Mentor	\$14.53/Hr.	09/21/2020
Martinez, Petra Student Mentor	\$14.53/Hr.	09/21/2020
Martinez, Salma Student Mentor	\$14.53/Hr.	09/21/2020
Martinez, Vanessa Student Mentor	\$14.53/Hr.	09/21/2020
Martinez, Zurisadai Student Mentor	\$14.53/Hr.	09/21/2020
Martinez Munoz, Guadalupe Student Mentor	\$14.53/Hr.	09/21/2020
Matta Velazquez, Sebastian Student Mentor	\$14.53/Hr.	09/21/2020
Maximo-Garay, Denise Student Mentor	\$14.53/Hr.	09/21/2020
Maya, Gisselle Student Mentor	\$14.53/Hr.	09/21/2020

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Melena, Alyssa Student Mentor	\$14.53/Hr.	09/21/2020
Mendez, Jimena Student Mentor	\$14.53/Hr.	09/21/2020
Mendez, Nila Student Mentor	\$14.53/Hr.	09/21/2020
Mendoza Tapia, Vanessa Student Mentor	\$14.53/Hr.	09/21/2020
Mercado-Alvarez, Andrea Student Mentor	\$14.53/Hr.	09/21/2020
Miranda, Chase Student Mentor	\$14.53/Hr.	09/21/2020
Miranda, Valeria Student Mentor	\$14.53/Hr.	09/21/2020
Mireles, Ashley Student Mentor	\$14.53/Hr.	09/21/2020
Mojica, Isabella Student Mentor	\$14.53/Hr.	09/21/2020
Monsalud, Ana Student Mentor	\$14.53/Hr.	09/21/2020
Montanez, Cassandra Student Mentor	\$14.53/Hr.	09/21/2020
Morales, Ashley Student Mentor	\$14.53/Hr.	09/21/2020
Moreno, Nathalie Student Mentor	\$14.53/Hr.	09/21/2020
Moreno, Sarai Student Mentor	\$14.53/Hr.	09/21/2020
Morfin, Megan Student Mentor	\$14.53/Hr.	09/21/2020
Moyneur, Samantha Student Mentor	\$14.53/Hr.	09/21/2020

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Nagareddy, Shravya Student Mentor	\$14.53/Hr.	09/21/2020
Nava, Kimberly Student Mentor	\$14.53/Hr.	09/21/2020
Nazario, Nancy Student Mentor	\$14.53/Hr.	09/21/2020
Neri Valente, Carla Student Mentor	\$14.53/Hr.	09/21/2020
Nguyen, Anh Student Mentor	\$14.53/Hr.	09/21/2020
Nguyen, Anne Student Mentor	\$14.53/Hr.	09/21/2020
Nguyen, Anthony Student Mentor	\$14.53/Hr.	09/21/2020
Nguyen, Athena Student Mentor	\$14.53/Hr.	09/21/2020
Nguyen, Beverly Student Mentor	\$14.53/Hr.	09/21/2020
Nguyen, Cecilia Student Mentor	\$14.53/Hr.	09/21/2020
Nguyen, Colin Student Mentor	\$14.53/Hr.	09/21/2020
Nguyen, Grace Student Mentor	\$14.53/Hr.	09/21/2020
Nguyen, Jasmine Student Mentor	\$14.53/Hr.	09/21/2020
Nguyen, Johnny Student Mentor	\$14.53/Hr.	09/21/2020
Nguyen, Kevin Student Mentor	\$14.53/Hr.	09/21/2020

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Nguyen, Zeevina Student Mentor	\$14.53/Hr.	09/21/2020
Oh, Timothy Student Mentor	\$14.53/Hr.	09/21/2020
Olavarria Cheng, Tiffany Student Mentor	\$14.53/Hr.	09/21/2020
Olea, Ashley Student Mentor	\$14.53/Hr.	09/21/2020
Olvera, Jacqueline Student Mentor	\$14.53/Hr.	09/21/2020
Orozco, Nancy Student Mentor	\$14.53/Hr.	09/21/2020
Orozco, Xitlaly Student Mentor	\$14.53/Hr.	09/21/2020
Pachas, Arielle Student Mentor	\$14.53/Hr.	09/21/2020
Palacios, Chantale Student Mentor	\$14.53/Hr.	09/21/2020
Palma, Leslie Student Mentor	\$14.53/Hr.	09/21/2020
Pardo, Daniela Student Mentor	\$14.53/Hr.	09/21/2020
Park, Edward Student Mentor	\$14.53/Hr.	09/21/2020
Park, Min Hyun Student Mentor	\$14.53/Hr.	09/21/2020
Parks-Walsh, Jacob Student Mentor	\$14.53/Hr.	09/21/2020
Patel, Krenil Student Mentor	\$14.53/Hr.	09/21/2020
Patel, Rahi Student Mentor	\$14.53/Hr.	09/21/2020

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Pena, Andrea Student Mentor	\$14.53/Hr.	09/21/2020
Perez, Debora Student Mentor	\$14.53/Hr.	09/21/2020
Perez, Dorissmar Student Mentor	\$14.53/Hr.	09/21/2020
Perez, Maya Student Mentor	\$14.53/Hr.	09/21/2020
Perez, Rebecca Student Mentor	\$14.53/Hr.	09/21/2020
Perez Gonzalez, Moises Student Mentor	\$14.53/Hr.	09/21/2020
Petlascalco-Castillo, Naomi Student Mentor	\$14.53/Hr.	09/21/2020
Pham, Jeannie Student Mentor	\$14.53/Hr.	09/21/2020
Pham, Laura Student Mentor	\$14.53/Hr.	09/21/2020
Pham, Sarah Student Mentor	\$14.53/Hr.	09/21/2020
Pham, Sofie Student Mentor	\$14.53/Hr.	09/21/2020
Phipps, Alyssa Student Mentor	\$14.53/Hr.	09/21/2020
Pineda, Brandon Student Mentor	\$14.53/Hr.	09/21/2020
Placencio, Alyssa Student Mentor	\$14.53/Hr.	09/21/2020
Ponce, Leonardo Student Mentor	\$14.53/Hr.	09/21/2020

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Prabhu, Pallavi Student Mentor	\$14.53/Hr.	09/21/2020
Prado, Valerie Student Mentor	\$14.53/Hr.	09/21/2020
Pyo, Robin Student Mentor	\$14.53/Hr.	09/21/2020
Quinonez, Jenine Student Mentor	\$14.53/Hr.	09/21/2020
Rafael, Irvin Student Mentor	\$14.53/Hr.	09/21/2020
Ramirez, Angel Student Mentor	\$14.53/Hr.	09/21/2020
Ramirez, Stacy Student Mentor	\$14.53/Hr.	09/21/2020
Ramirez Ayala, Asher Student Mentor	\$14.53/Hr.	09/21/2020
Ramirez Perez, Alberto Student Mentor	\$14.53/Hr.	09/21/2020
Ramos, Aaliyah Student Mentor	\$14.53/Hr.	09/21/2020
Ramos, Samantha Student Mentor	\$14.53/Hr.	09/21/2020
Ramos Vazquez, Anahi Student Mentor	\$14.53/Hr.	09/21/2020
Renteria, Bryanna Student Mentor	\$14.53/Hr.	09/21/2020
Reyes Gonzalez, Elizabeth Student Mentor	\$14.53/Hr.	09/21/2020
Rivera, Ashley Student Mentor	\$14.53/Hr.	09/21/2020

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Rodriguez, Erika Student Mentor	\$14.53/Hr.	09/21/2020
Rodriguez, Laguna Student Mentor	\$14.53/Hr.	09/21/2020
Rodriguez Carballo, Jose Student Mentor	\$14.53/Hr.	09/21/2020
Romero, Danielle Student Mentor	\$14.53/Hr.	09/21/2020
Romero, Kate Student Mentor	\$14.53/Hr.	09/21/2020
Romero, Magaly Student Mentor	\$14.53/Hr.	09/21/2020
Romero, Natalia Student Mentor	\$14.53/Hr.	09/21/2020
Rosales, Isabel Student Mentor	\$14.53/Hr.	09/21/2020
Ruiz, Melissa Student Mentor	\$14.53/Hr.	09/21/2020
Ryu, Eun Student Mentor	\$14.53/Hr.	09/21/2020
Sahagun, Lance Student Mentor	\$14.53/Hr.	09/21/2020
Salas, Gilberto Student Mentor	\$14.53/Hr.	09/21/2020
Salas, Jessica Student Mentor	\$14.53/Hr.	09/21/2020
Salceda, Andrea Student Mentor	\$14.53/Hr.	09/21/2020
Saldivar, Jessica Student Mentor	\$14.53/Hr.	09/21/2020

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Sandoval, Esmeralda Student Mentor	\$14.53/Hr.	09/21/2020
Santa Ana, Alexa Student Mentor	\$14.53/Hr.	09/21/2020
Santillan, Laisha Student Mentor	\$14.53/Hr.	09/21/2020
Saphanthong, Christiani Student Mentor	\$14.53/Hr.	09/21/2020
Sarwari, Obidullah Student Mentor	\$14.53/Hr.	09/21/2020
Saturno, Princess Student Mentor	\$14.53/Hr.	09/21/2020
Savvas, Evan Student Mentor	\$14.53/Hr.	09/21/2020
Segi, Valusui Student Mentor	\$14.53/Hr.	09/21/2020
Seitz, Jamie Student Mentor	\$14.53/Hr.	09/21/2020
Shah, Vaidehi Student Mentor	\$14.53/Hr.	09/21/2020
Sharma, Mallika Student Mentor	\$14.53/Hr.	09/21/2020
Shim, Amelia Student Mentor	\$14.53/Hr.	09/21/2020
Shrestha, Solvin Student Mentor	\$14.53/Hr.	09/21/2020
Sim, Hannah Student Mentor	\$14.53/Hr.	09/21/2020
Sims, Jeniah Student Mentor	\$14.53/Hr.	09/21/2020

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Son, Emmy Student Mentor	\$14.53/Hr.	09/21/2020
Sotelo, Samara Student Mentor	\$14.53/Hr.	09/21/2020
Soto, Leslie Student Mentor	\$14.53/Hr.	09/21/2020
Sta Ana, Russel Dave Student Mentor	\$14.53/Hr.	09/21/2020
Stoebe, Conner Student Mentor	\$14.53/Hr.	09/21/2020
Suarez, Kayla Student Mentor	\$14.53/Hr.	09/21/2020
Sullivan, Ryann Student Mentor	\$14.53/Hr.	09/21/2020
Sy, John Student Mentor	\$14.53/Hr.	09/21/2020
Ta, Guang Student Mentor	\$14.53/Hr.	09/21/2020
Tapia, Carissa Student Mentor	\$14.53/Hr.	09/21/2020
Tavares, Leslie Student Mentor	\$14.53/Hr.	09/21/2020
Tello-Castro, April Student Mentor	\$14.53/Hr.	09/21/2020
Tensaew, Omnia Student Mentor	\$14.53/Hr.	09/21/2020
Thomas, Kade Student Mentor	\$14.53/Hr.	09/21/2020
Tiznado Castro, Rene Student Mentor	\$14.53/Hr.	09/21/2020

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Torres-Barbosa, Jocelyn Student Mentor	\$14.53/Hr.	09/21/2020
Torrez, Nadika Student Mentor	\$14.53/Hr.	09/21/2020
Tran, Dylan Student Mentor	\$14.53/Hr.	09/21/2020
Tran, Helen Student Mentor	\$14.53/Hr.	09/21/2020
Tran, Ivy Student Mentor	\$14.53/Hr.	09/21/2020
Tran, Phuong Student Mentor	\$14.53/Hr.	09/21/2020
Trinh, Han Student Mentor	\$14.53/Hr.	09/21/2020
Trujillo, Jesse Student Mentor	\$14.53/Hr.	09/21/2020
Truong, Justin Student Mentor	\$14.53/Hr.	09/21/2020
Truong, Lynette Student Mentor	\$14.53/Hr.	09/21/2020
Urfano, Jennelle Student Mentor	\$14.53/Hr.	09/21/2020
Uribe, Alvaro Student Mentor	\$14.53/Hr.	09/21/2020
Vaca, Alexandra Student Mentor	\$14.53/Hr.	09/21/2020
Valdivia, Mikayla Student Mentor	\$14.53/Hr.	09/21/2020
Valiente, Zelene Student Mentor	\$14.53/Hr.	09/21/2020

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Valle Vales, Lesley Student Mentor	\$14.53/Hr.	09/21/2020
Vasquez, Joshua Student Mentor	\$14.53/Hr.	09/21/2020
Vasquez Cervantes, Edwin Student Mentor	\$14.53/Hr.	09/21/2020
Vazquez, Jr Rodrigo Student Mentor	\$14.53/Hr.	09/21/2020
Vazquez, Tais Student Mentor	\$14.53/Hr.	09/21/2020
Vega Lopez, Isabel Student Mentor	\$14.53/Hr.	09/21/2020
Vega-Mata, Karla Student Mentor	\$14.53/Hr.	09/21/2020
Vera, Bridget Student Mentor	\$14.53/Hr.	09/21/2020
Viera, Samantha Student Mentor	\$14.53/Hr.	09/21/2020
Viernes, Anne Marie Student Mentor	\$14.53/Hr.	09/21/2020
Villa Pineda, Jessica Student Mentor	\$14.53/Hr.	09/21/2020
Villa Rangel, German Student Mentor	\$14.53/Hr.	09/21/2020
Villanueva, Michelle Student Mentor	\$14.53/Hr.	09/21/2020
Villasana Lucero, Emily Student Mentor	\$14.53/Hr.	09/21/2020
Villegas, Elvie Student Mentor	\$14.53/Hr.	09/21/2020
Viveros, Isabella Student Mentor	\$14.53/Hr.	09/21/2020
Vu, Cindy Student Mentor	\$14.53/Hr.	09/21/2020

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Vu, Kayden Student Mentor	\$14.53/Hr.	09/21/2020
Wagner, Allison Student Mentor	\$14.53/Hr.	09/21/2020
Walters, Joanna Student Mentor	\$14.53/Hr.	09/21/2020
Whisler, Katelynn Student Mentor	\$14.53/Hr.	09/21/2020
Wingfield, Dayanna Student Mentor	\$14.53/Hr.	09/21/2020
Wong, Bryant Student Mentor	\$14.53/Hr.	09/21/2020
Yang, Tiffany Student Mentor	\$14.53/Hr.	09/21/2020
Yao, Tobi Student Mentor	\$14.53/Hr.	09/21/2020
Yon, Jennifer Student Mentor	\$14.53/Hr.	09/21/2020
Yoon, Junguk Student Mentor	\$14.53/Hr.	09/21/2020
Yungkans, Freeann Student Mentor	\$14.53/Hr.	09/21/2020
Zannitto, Emma Student Mentor	\$14.53/Hr.	09/21/2020
Zarate, Maria Student Mentor	\$14.53/Hr.	09/21/2020
Zeferino, Giannelli Student Mentor	\$14.53/Hr.	09/21/2020

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

BOARD OF TRUSTEES
Minutes
Tuesday, September 15, 2020

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President Randle-Trejo called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 2:05 p.m.

Present: Annemarie Randle-Trejo, president; Katherine H. Smith, clerk; Anna L. Piercy, assistant clerk; Al Jabbar and Brian O'Neal, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Jennifer Root, Ed.D., assistant superintendents; and Karl H. Widell, District counsel.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Pull closed session item 4.5 on page 2 of the agenda.
- Replace page 7 of the agenda to correct the date to June 30, 2021 on item 11.1.
- Exhibit A, replace exhibit.
- Exhibit B, replace page 1 to correct date to June 30, 2021.
- Exhibit CC, page 9, Section 14.3.8.7, change nurse stipend dollar amount to \$3,614.
- Exhibit EEE, replace page 1 to include Rachelle Chavez and DeeAynn Durbin-Ryan under Section 2B, as well as remove Cristian Garcia Lopez under item H.

On the motion of Trustee Smith, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 2:08 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 4:05 p.m.

Absent: Trustee O'Neal

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

President Randle-Trejo led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

Trustee O'Neal entered the meeting at 4:08 p.m.

5.3 **Closed Session Report**

Board Clerk Smith 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 negotiations.
- 5.3.3 No reportable action taken regarding personnel.
- 5.3.4 No reportable action taken regarding existing litigation.
- 5.3.5 This item was pulled prior to the adoption of the agenda.
- 5.3.6 No reportable action taken regarding existing litigation.
- 5.3.7 No reportable action taken regarding pending litigation.
- 5.3.8 The Board of Trustees, by a vote of 4-1, approved amending the Complaint in the existing litigation to add additional defendants. Documents will be available upon filing of the amended complaint.

Ayes: Trustee Jabbar, Piercy, Smith, and Randle-Trejo
Abstain: Trustee O'Neal
- 5.3.9 The Board of Trustees, by a vote of 5-0, approved the settlement agreement with Student, providing up to \$6,000 in reimbursements.

6. INTRODUCTION OF GUESTS

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

7. REPORTS

7.1 **Reports of Associations**

Sharon Yager, CSEA president, reported that employees have been working hard and are slowly returning to the school sites.

Brian Bannon, APGA co-president, reported that the graduation rates are steadily increasing and they are also seeing improvement in A-G requirements.

Grant Schuster, ASTA president, thanked bargaining units for the collaboration as well as thanked the District for the SERP, especially during these trying times. Additionally, he expressed concerns regarding the mental health and welfare of students and staff.

7.2 **Parent Teacher Student Association (PTSA) Reports**

There was no report.

8. BOARD OF TRUSTEES' RECOGNITIONS

8.1 **Donations**

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

TR Enterprises, LLC	\$10,194.90	Kennedy High School CS/Engineering Program
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8.2 **Orange County Department of Education (OCDE) English Learner Success Award Recipients**

The Board of Trustees recognized Debbie Pham, Vietnamese Dual Language Immersion Academy teacher at Magnolia High School, and Mary Jo Durkin, then Counselor on Special Assignment, now assistant principal at Cypress High School, who were honored as the OCDE 2020 Annual Language Learner Success Awardees. The celebration and awards ceremony is typically held in May of each year at the Marconi Automotive Museum in Tustin. Unfortunately, as a result of the stay at home orders, the in-person awards celebration was cancelled. We are happy to honor them today. Celebrating Success for English Learners is a countywide opportunity to recognize and commend the achievements of our Orange County community in meeting the needs of English Learners.

9. PUBLIC COMMENTS, OPEN SESSION ITEMS

- 9.1 Christina Leos, Oxford Academy alumni, shared her concerns regarding an incident at an Oxford Academy volleyball game.
- 9.2 Leon Lavong, Savanna High School student, expressed that the District would benefit from a reformation in the educational standards in terms of mandating the teaching and learning of ethnic studies.
- 9.3 Emily Bui, Savanna High School alumni, said that making ethnic studies a requirement should be prioritized, as not all students have access or knowledge about the subject.

- 9.4 Lyena Nguyen, Western High School student, spoke about implementing ethnic studies as a graduation requirement and informing students through classes and presentations.
- 9.5 Sharon Kim, Oxford Academy student, stated that it is imperative that the District emphasizes the importance of implementing ethnic studies courses as a graduation requirement to combat racism and have students learn to be more compassionate, empathetic, and socially aware.
- 9.6 An Oxford Academy student relayed her experience with racism at school and explained how an ethnic studies curriculum would be an effective way to combat racism.
- 9.7 Anh Ha, Oxford Academy student, thanked the Board and staff for working towards implementing ethnic studies and provided information on how to help make it accessible to all students.
- 9.8 Gwyneth Torreon, Anaheim High School student, urged the Board to have ethnic studies offered at all school sites in order to generate knowledge of cultures, which student will inevitably be exposed to in the future.

10. PRESENTATIONS

10.1 **Introduction of the 2020-21 Student Representative to the Board of Trustees**

Background Information:

The position of student representative to the Board of Trustees was created along with the Student Ambassador Program 20 years ago. The student representative to the Board of Trustees represents the 30,000 students of AUHSD and reports on student activities throughout the District at all regular Board meetings.

Current Consideration:

Responsibilities of the student representative to the Board of Trustees includes the following.

- Leading monthly leadership meetings with student ambassadors at a District site.
- Creating reports from student ambassador findings to present to District leadership and to the Board of Trustees at regular Board meetings for greater awareness of activities, student achievement, etc.

Budget Implication:

The budget will be impacted for the cost of the student uniform and name badge, for a total cost not to exceed \$200. (General Funds)

Action:

The Board of Trustees welcomed and confirmed Elizabeth Ochei, Kennedy High School, as the student representative to the Board of Trustees.

10.2 **Introduction of the 2020-21 Student Ambassadors**

Background Information:

One of the unique programs that AUHSD offers to senior students is our Student Ambassador Program. It was an initiative of former AUHSD Superintendent Dr. Jan Billings

and is fashioned after the Disneyland Resort's Ambassador Program. Each year, the program participants are fortunate to receive etiquette and business training. The role of the AUHSD Student Ambassador Program is to represent the District's 30,000 students in the community. They are the face of the District and represent AUHSD, not only at community and District events, but also share student input on various District committees.

Current Consideration:

The purpose of the Student Ambassador Program is to provide a "student voice" from each of our ten comprehensive high schools, as well as Gilbert High School and Cambridge Virtual Academy, to the District Leadership Team and the Board of Trustees, which includes the following.

- Student leadership training
- Attend monthly meetings led by the student representative to the Board of Trustees
- The creation of an AUHSD Student Ambassador Handbook with a code of ethics
- Active participation on District and community committees
- The creation of student focus groups, such as Raising Student Voice and Participation (RSVP) led by the ambassador at each school site
- Community service project(s) led by the ambassadors
- Being visible and approachable to the students and staff on campus

Budget Implication:

The budget will be impacted for the cost of the student ambassador uniforms and name badges, as well as student ambassador training, for a total cost not to exceed \$2,000. (General Funds)

Action:

The Board of Trustees welcomed and confirmed the following students to serve as AUHSD student ambassadors.

Dulce Martinez	Anaheim High School
Nathaniel Ibarra	Cambridge Virtual Academy
Samuel Bingham	Cypress High School
Aaron Angotti	Gilbert High School
Denise Martinez	Katella High School
Khang Luu	Kennedy High School
Russel Sta Ana	Loara High School
Ivan Ayala	Magnolia High School
Fashion Castillo	Oxford Academy
Nathalie Moreno	Savanna High School
Krish Patel	Western High School

10.3 **Learning Continuity and Attendance Plan**

Background Information:

Senate Bill 98 (SB 98) established the Learning Continuity and Attendance Plan (Learning Continuity Plan), which is intended to balance the needs of all stakeholders, including

educators, parents, students and community members, while streamlining meaningful stakeholder engagement and condensing several preexisting plans. In particular, it was important to combine: (1) the intent behind Executive Order N-56-20, which required a written report and envisioned an off-cycle Local Control and Accountability Plan (LCAP) due December 15; and (2) the ongoing need for local educational agencies (LEAs) to formally plan for the 2020–21 year in the midst of the uncertainty caused by the COVID-19 pandemic. The Learning Continuity Plan replaces the LCAP for the 2020–21 year and supersedes the requirements in Executive Order N-56-20. This plan is intended to memorialize the planning process that is already underway for the 2020–21 year. All LEAs, which includes school districts, county offices of education, and charter schools are required to complete the Learning Continuity Plan.

Current Consideration:

Manuel Colón, chief academic officer, Educational Services, and staff presented on the Learning Continuity and Attendance Plan 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, it is recommended that the Board officially received the information.

10.4 **Public Hearing, Learning Continuity and Attendance Plan**

Background Information:

Senate Bill 98 (SB 98) established the Learning Continuity and Attendance Plan (Learning Continuity Plan), which is intended to balance the needs of all stakeholders, including educators, parents, students and community members, while streamlining meaningful stakeholder engagement and condensing several preexisting plans. In particular, it was important to combine: (1) the intent behind Executive Order N-56-20, which required a written report and envisioned an off-cycle Local Control and Accountability Plan (LCAP) due December 15; and (2) the ongoing need for local educational agencies (LEAs) to formally plan for the 2020–21 year in the midst of the uncertainty caused by the COVID-19 pandemic. The Learning Continuity Plan replaces the LCAP for the 2020–21 year and supersedes the requirements in Executive Order N-56-20. This plan is intended to memorialize the planning process that is already underway for the 2020–21 year. All LEAs, which includes school districts, county offices of education, and charter schools are required to complete the Learning Continuity Plan.

Current Consideration:

The public hearing was held on September 15, 2020. The purpose of the public hearing was to allow the public an additional opportunity to ask questions concerning the District's Learning Continuity and Attendance Plan.

Budget Implication:

The actions contained in the Learning Continuity and Attendance Plan must align with the terms of the District's 2020-21 annual 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 with an opportunity to speak on the Learning Continuity and Attendance Plan.

President Randle-Trejo opened the public hearing at 6:05 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 6:05 p.m.

11. ITEMS OF BUSINESS

RESOLUTIONS

11.1 **Resolution No. 2020/21-B-02, Supplemental Employee Retirement Plan (SERP) with Keenan and Associates**

Background Information:

California school districts from time-to-time offer early retirement incentives to achieve specific goals avoiding layoffs due to the discontinuation of certain programs, maintain employee relations, and recognize long-time service to the District. The goal is to offer a plan that potentially reduces District expenditures, or is at least cost neutral. These potential savings are achieved by replacing retiring employees with employees at the lower end of the salary schedule. Providing this incentive, AUHSD may increase employee retirements, which could minimize the number of employees reduced through the Reduction in Force (RIF) process.

Current Consideration:

Given current staffing and economic considerations, the current proposal is to offer a voluntary incentive with two window periods. The Group I window for those choosing to retire by December 30, 2020, will open on September 16, 2020, and will close on November 3, 2020. The Group II window for those choosing to retire by June 30, 2021, will open on September 16, 2020, and will close on December 1, 2020. This offer, consisting of Group I and Group II combined, would be contingent upon a sufficient number of participants Districtwide retiring to make the implementation financially feasible for the District. Assuming the final savings analysis is beneficial, the plan would go into effect for Group I on January 1, 2021, with participants retiring on or before December 30, 2020, and the first incentive check being issued on February 1, 2021. Assuming the final savings analysis is beneficial, the plan would go into effect for Group II on July 1, 2021, with participants retiring on or before June 30, 2021, and the first incentive check being issued on August 1, 2021.

The eligibility would be as follows.

- **Group I: Mid-Year**
 - Employee must be an "active" Certificated, Classified, or Management employee of the District as of September 15, 2020
 - Employee must be at least 55 years of age by December 30, 2020
 - Employee must have at least 5 years of permanent service with the District by December 30, 2020
 - Employee must be eligible to retire/resign from CalSTRS/CalPERS by December 30, 2020

- Employee must retire/resign from the District on or by December 30, 2020
- Employee must submit their Letter of Retirement/Resignation and the SERP Enrollment Package no later than November 3, 2020
- Group II: End of Year
 - Employee must be an “active” Certificated, Classified, or Management employee of the District as of September 15, 2020
 - Employee must be at least 55 years of age by June 30, 2021
 - Employee must have at least 5 years of permanent service with the District by June 30, 2021
 - Employee must be eligible to retire/resign from CalSTRS/CalPERS by June 30, 2021
 - Employee must retire/resign from the District on or by June 30, 2021
 - Employee must submit their Letter of Retirement/Resignation and the SERP Enrollment Package no later than December 4, 2020

The incentive will be provided through a tax qualified 403(b) program that provides payments through an annuity. The payments may be taken by an individual through a variety of structured options. The District contributions for these annuities will be made over 5 years.

Budget Implication:

In order for the SERP to be implemented, it will need to generate savings or at least be cost neutral. In December 2020, a projection of savings will be produced based on the actual participation in the plan.

Action:

On the motion of Trustee Piercy and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2020/21-B-02, as amended prior to the adoption of the agenda. The roll call vote follows.

Ayes: Trustees O’Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.2 **Resolution No. 2020/21-B-03, Adjustments to Income and Expenditures, General Funds; Resolution No. 2020/21-B-04, Adjustments to Income and Expenditures, Various Funds; and 2019-20 Unaudited Actual Financial Statements**

Background Information:

Each fiscal year, the District prepares the Unaudited Actual Financial report in accordance with Education Code Section 41010. In addition, as part of the year-end closing of the financial records, budget adjustments are made to income and expenditures.

Current Consideration:

The Unaudited Actual Financial report must be Board approved no later than September 15, and filed with the state, pursuant to Education Code Section 42100. In addition, current budget adjustments to income and expenditures need to be authorized per Education Code Sections 42600-42601.

Budget Implication:

There is no impact to the budget.

Action:

1. On the motion of Trustee Jabbar and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2020/21-B-03, Adjustments to Income and Expenditures, General Funds, as well as Resolution No. 2020/21-B-04, Adjustments to Income and Expenditures, Various Funds. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

2. On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the 2019-20 Unaudited Actual Financial Statements. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.3 **Resolution No. 2020/21-B-05, Recalculation of the 2019-20 Appropriations Limit and Establishing the 2020-21 Estimated Appropriations Limit Calculations**

Background Information:

Proposition 4 (Gann Amendment) was approved by the voters of California in 1979, which states that all school districts must establish a Gann Limit for the preceding and current fiscal years in accordance with the provision of the Gann Amendment and applicable statutory law.

Current Consideration:

The California Department of Education requested these forms in accordance with Government Code Section 7906(f), which states: "Each school district shall report to the Superintendent of Public Instruction and to the Director of Finance, at least annually, its appropriation limit, its appropriations subject to limitation, and amount of its state aid apportionments and subventions included within the proceeds of taxes of the school district, and amounts excluded from its appropriations limit, at a time and in a manner prescribed by the Superintendent of Public Instruction and by the Director of Finance."

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. 2020/21-B-05. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.4 **Public Hearing, Sufficiency of Textbooks and Instructional Materials**

Background Information:

In response to the Williams Settlement Legislation, each year the Board of Trustees is requested to hold a public hearing to determine that each pupil in the District has sufficient textbooks and instructional materials. Notice of the public hearing is posted in three public places in the District, ten days prior to the public hearing, in an effort to encourage community participation.

Current Consideration:

Notice of the public hearing was posted in three public places in the school District, ten days prior to the public hearing, to determine that each pupil in the District has sufficient textbooks and instructional materials for the 2020-21 year.

Budget Implication:

Textbooks and instructional materials are purchased as necessary to achieve compliance. (Lottery Funds)

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 with an opportunity to speak on the sufficiency of textbooks and instructional materials.

President Randle-Trejo opened the public hearing at 6:10 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 6:10 p.m.

11.5 **Resolution No. 2020/21-E-02, Textbooks and Instructional Materials Compliance for 2020-21**

Background Information:

Per Education Code Section 60229 and as required in the Williams Settlement Legislation, the Board holds an annual public hearing to determine if each pupil in the District has sufficient textbooks and instructional materials. Textbooks and instructional materials are aligned to the content and performance standards adopted by the State Board of Education.

Current Consideration:

The Board of Trustees held its annual public hearing to determine if each pupil in the District has sufficient textbooks or instructional materials, in history-social science, mathematics, reading, English language arts, science, health, world languages, as well as visual and performing arts. The Orange County Department of Education has verified that the District has met the Williams Settlement Legislation textbook and instructional materials requirements.

Budget Implication:

Textbooks and instructional materials were purchased as necessary to achieve compliance. (Lottery Funds)

Action:

On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2020/21-E-02. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.6 **Resolution No. 2020/21-E-03, National Hispanic Heritage Month**

Background Information:

National Hispanic Heritage Month celebrates the contributions of Hispanics to the United States and celebrates the group's heritage and culture.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2020/21-E-03 for National Hispanic 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 Hispanics to our economic, cultural, spiritual, and political development.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2020/21-E-03. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.7 **Resolution No. 2020/21-E-04, Attendance Awareness Month**

Background Information:

Attendance Awareness Month acknowledges that good attendance matters, and is essential for student achievement and graduation. Attendance Awareness Month raises public responsiveness to the detrimental effects of chronic absenteeism, defined as missing 10 percent or more of school for any reason, including excused and unexcused absences, or just two or three days a month. Chronic absenteeism is significantly reduced, when schools, parents, and communities work together to monitor and promote good attendance, as well as address hurdles that keep children from getting to school.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2020/21-E-04, Attendance Awareness Month for the month of September. This will provide an opportunity to inform parents, guardians, and the community of the efforts that the District is making to reduce chronic absenteeism, and give all students an equitable opportunity to thrive academically, emotional, socially, as well as be college and career ready.

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. 2020/21-E-04. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.8 **Resolution No. 2020/21-E-05, Red Ribbon Week**

Background Information:

Red Ribbon Week will be celebrated October 26, 2020, through October 30, 2020. It is a national week of activism that empowers youth and any concerned group to stand out, speak up, and seize control against drugs. It is imperative that a united effort of community members launch visible substance abuse prevention efforts to reduce the demand for illegal drugs, alcohol, and tobacco.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2020/21-E-05 for Red Ribbon Week 2020. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts the District is making to win the war against drugs.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar and duly seconded, the Board of Trustees adopted Resolution No. 2020/21-E-05. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.9 **Resolution No. 2020/21-E-06, International Translation Day**

Background Information:

International Translation Day is an international day celebrated every year on September 30, 2020. This is an opportunity to display pride in a profession that is becoming increasingly essential in the era of globalization and an act to recognize the role of professional translation in connecting our District with our families and communities. Translators and interpreters are to be commended for their dedication, patience, and kindness shown to our students, parents, community, and District staff, as well as for their efforts in interpreting and translating every day.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2020/21-E-06 for International Translation Day. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the contributions interpreters and translators make every day to be sure our families understand District, site, department, and teacher communications in their own language.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2020/21-E-06. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.10 **Resolution No. 2020/21-HR-02, Week of the School Administrator**

Background Information:

Per Education Code Section 44015.1, the state of California observes the importance of educational leadership at the school, district, and county levels. The second full week in the month of October of each year is designated as Week of the School Administrator.

Current Consideration:

The resolution, as prepared and presented, declares the week of October 11, 2020, through October 17, 2020, as Week of the School Administrator throughout the Anaheim Union High School District. Schools, districts, and county superintendents of schools are encouraged to observe the week with public recognition of the contribution that school administrators make to successful pupil achievement.

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. 2020/21-HR-02, Week of the School Administrator. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

EDUCATIONAL SERVICES

11.11 **New Board Policy 8408.01 (5141.5), Mental Health Policy, Second Reading**Background Information:

With growing awareness and efforts to meet students' mental health needs, it is appropriate for the District to adopt a guiding mental health policy that encompasses a comprehensive approach. A comprehensive approach also involves cross-systems collaboration and family engagement to meet the diverse needs of students, families, and staff.

The District has a history of addressing the mental health needs of students. The District's School Based Mental Health program is designed to promote well-being, focus on prevention, and offer intervention services for mental health disorders. The District team includes licensed clinical social workers who work side by side with school counselors, school psychologists, teachers, administrators, and staff.

Current Consideration:

The intent of the Mental Health Policy is to demonstrate the District's support and understanding of the need for schools to address mental health and well-being. The Mental Health policy is one piece of collective policies in place that guide the efforts the District is doing to build a unified, comprehensive, and equitable system of support.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board reviewed and approved new Board Policy 8408.01 (5141.5). The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.12 **Revised Board Policy 8540 (6173), Education for Homeless Children, Second Reading**Background Information:

The McKinney-Vento Homeless Assistance Act, reauthorized in January 2002, ensures educational rights and protections for children and youth experiencing homelessness. The law guarantees certain rights for a child or youth identified as homeless. This includes, but not limited to, attendance in either the school of origin or the local attendance area school, assistance with transportation, school supplies, academic support, and other essential items. In addition, every State Educational Agency (SEA) must have an Office of the State Coordinator to oversee implementation of the Act, and every Local Educational Agency (LEA) must designate a local liaison able to carry out their duties to ensure that homeless students are identified and have a full and equal opportunity to succeed in school.

Current Consideration:

Under the Federal McKinney-Vento Act, SEAs and LEAs must review and revise policies, as well as procedures to remove barriers to high-quality education for homeless children and youths. The current Board Policy 8540, Education for Homeless Children, was last reviewed in May 2003.

Every Student Succeeds Act (ESSA) and additional policy, such as the AB1806 Homeless Youth Requirements for Graduation, have since given additional rights or areas of focus for students meeting the criteria for homeless.

The recommended revised policy now reflects these additional provisions and was amended by using the California School Board Association sample homeless education board policy and administrative regulation.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Smith, duly seconded and unanimously carried, the Board reviewed and approved revised Board Policy 8540 (6173). The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.13 **New Board Policy 8545, (6173.1), Education for Foster Youth, Second Reading**

Background Information:

Assembly Bill 490 (AB 490) refers to California legislation that addresses many of the barriers to equal educational opportunity for foster children and youth. AB 490 was passed in 2003 and became effective January 1, 2004. Its provisions charge school districts, county social service agencies, and other professionals with additional responsibilities to facilitate educational equity for foster children. Recognizing how often these children face educational disruptions, AB 490 added new provisions to the law and amended others, mostly in the California Education Code. If these provisions are followed, they should facilitate stability and educational opportunity in the best interest of each child in foster care.

Current Consideration:

With the intentional attention of foster youth in the District's Local Control Accountability Plan, the Foster Youth Taskforce, and additional policies, such as the AB216 Minimum Requirements for Graduation there is a need to establish board policy that formally addresses the rights and needs of foster youth.

The recommended policy reflects the provisions for foster youth under the law and was developed by using the California School Board Association's sample foster youth education board policy and administrative regulation.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Smith, duly seconded and unanimously carried, the Board approved revised Board Policy 8545 (6173.1). The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.14 **Revised Board Policy 71105 (6146.1), High School Graduation Requirements, Second Reading**

Background Information:

Board Policy 71105 (6164.5), High School Graduation Requirements sets forth the District's commitment to ensure students are provided the opportunity to become College, Career and Life Ready. The District's graduation requirements are designed to ensure proficiency on curriculum standards, provide a common base of general education, encourage academic excellence and participation in enrichment studies, as well as comply with California law. The policy was last revised in May 2016. Throughout the 2018-19 year, stakeholders across the District reviewed language currently included in our High School Graduation Requirements Board Policy and made recommendations for updates to ensure clarity. Updated language includes: 1) Course Requirements such as our Career Technical Education/Career-related courses, Physical Education, and Health; 2) Exemption/waivers for foster youth, homeless students, former juvenile court school students, children of a military family, migrant students, or newly arrived immigrant students participating in a newcomer program; and 3) Alignment of our board policy language with the California School Boards Association model policy.

Current Consideration:

Our graduation policy drives decisions regarding District practices and protocols. The Board of Trustees engaged in the first reading of revised Board Policy 71105 (6146.1) at the March 5, 2020, Board Meeting. There were no proposed changes from the Board. The Board of Trustees was requested to engage in the second reading of revised Board Policy 71105 (6146.1).

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board reviewed and approved revised Board Policy 71105 (6146.1). The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.15 **Grant Award, City of Anaheim, Anaheim Community Foundation**

Background Information:

The Anaheim Community Foundation (ACF) has helped build and maintain a better Anaheim since 1984. Their vision is to enrich the lives of Anaheim residents by addressing community needs, helping local nonprofits through grant opportunities, awarding youth program scholarships, and enhancing citywide programs and services. This all is done through the generous support of our residents and businesses.

Current Consideration:

The District applied for The Response and Recovery Grant from ACF. This Grant is designed to give organizations funding to address immediate needs facing residents due to the COVID-19 crisis. The District recently received word that we have been selected to receive a Response and Recovery grant in the amount of \$50,000. The grant is awarded for the purpose of helping District families with lack of resources, including but not limited to, baby supplies, cleaning supplies, bus passes, food, and other essential home needs.

Budget Implication:

There is no impact to the budget. The grant amount is \$50,000.

Action:

On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees approved the grant award. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.16 **Agreement, SWANK Motion Pictures, Inc.**

Background Information:

SWANK K-12 Streaming is a convenient, controlled, and connected streaming platform that will make it easy for AUHSD teachers to incorporate high-quality films into lesson plans. The content is curated specifically for educators based on the movies they need for lessons and provides access both inside the classroom or for assignments outside of the classroom. Movies can do more than simply entertain. The right film has the power to awaken emotions, spark discussions, and add depth to an event. Teachers will address the key social issues and movements of today in our global community by pairing diverse films with impactful pre or post-show lessons and activities. SWANK will provide a vehicle for AUHSD students to explore how film can introduce varied perspectives and spur greater understanding of major events, both past and present.

Current Consideration:

The District would like to partner with SWANK K-12 Streaming to purchase a District license, which allows 200 popular titles and 200 more titles to be determined by the District to be accessed by all students and teachers across all school sites online. Services are being provided August 20, 2020, through August 19, 2021.

Budget Implication:

The total amount of the expenditures is not to exceed \$26,100 for one year. (Learning Loss Mitigation Funds and ESSER Funds)

Action:

On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees ratified the agreement. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.17 **Client Services Agreement, Qualtrics, LLC**

Background Information:

With the transition to distance learning, the District has a need for digital options to complete many traditional tasks, including digital signatures, workflow tracking for projects, electronic forms, as well as quick options to survey our students, families, and staff for real time information and feedback. Qualtrics, LLC (Qualtrics) is a comprehensive platform that can meet all these needs and eliminate the overlap of multiple data systems. Qualtrics currently serves over fifty school districts in California to improve processes, simplify compliance, and manage data collection.

Current Consideration:

The District will conduct a one-year pilot to coordinate multiple systems through Qualtrics during distance learning, with the option to continue and expand services in the future.

Current priorities with Qualtrics include a digital signature component for all District divisions, a survey platform and data dashboard to gather feedback from our stakeholders during distance learning, as well as the capability to digitize many District forms, such as student emergency cards, transfer forms, and consent for mental health services. The pilot year will be provided at a reduced cost to the District since the use of Qualtrics' features and applications generally expand as the capacity for use increases. Included in the cost is professional training and support, as well as access to regional network projects of over fifty districts in California. Services for the pilot year are being provided August 7, 2020, through August 6, 2021. The agreement will be signed following Board approval.

Budget Implication:

The total cost is not to exceed \$64,375.50. (Learning Loss Mitigation Funds and ESSER Funds)

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees ratified the agreement. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.18 **Educational Consulting Agreement, Inspired Resolutions Licensed Clinical Social Worker Inc., Servite High School**

Background Information:

The District is required to extend certain federal categorical program resources to private schools within its boundaries. Title IV of the Elementary and Secondary Education Act (ESEA) is intended to improve students' academic achievement by providing all students with access to a well-rounded education; improving school conditions for student learning; and improving the use of technology to support the academic achievement and digital literacy of all students. The District has long partnered with Servite High School to provide services to their students and staff.

Current Consideration:

Inspired Resolutions owner Brandon Joffe, is a licensed clinical social worker (LCSW). He will oversee and assign Inspired Resolutions counselors who will provide mental health services and training to Servite High School staff and students. The services will assist Servite High School in the further improvement of school conditions for student learning, as well as maintaining a safe and welcoming campus culture. Services will be provided September 22, 2020, through June 22, 2021.

Budget Implication:

The total cost is not to exceed \$12,000. (Title IV Funds)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the educational consulting agreement. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.19 **Service Agreement, Platform Athletics, LLC dba PLT4M**

Background Information:

The PLT4M online physical education and athletics software aids physical education teachers, coaches, and athletic/intramural directors in providing students with skill-appropriate, standards-based kinesthetic lessons, activities as well as assessments in a virtual, hybrid and/or physical environment, which meets state, national, as well as online learning standards for physical education.

Current Consideration:

The PLT4M software will include staff training/onboarding via recorded and live webinars, as well as ongoing staff support as needed. Services are being provided September 1, 2020, through August 31, 2021.

Budget Implication:

The total cost is not to exceed \$20,000. (Learning Loss Mitigation Funds and ESSER Funds)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees ratified the agreement. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.20 **Service Agreement, Art of Education**

Background Information:

The District and Board of Trustees have a long history of supporting visual and performing arts. This support has led to a robust arts education for District students, as well as award-winning programs across the different art disciplines. Transitioning to distance learning has necessitated additional resources for our students and teachers in order to maintain the high-quality instruction District students typically experience.

Current Consideration:

This subscription service allows visual arts teachers to search thousands of premium curriculum materials, including lessons, videos, resources, and assessments. The platform also provides relevant professional learning for visual art teachers. Services are being provided August 1, 2020, through July 30, 2021.

Budget Implication:

The total cost is not to exceed \$22,715. (Learning Loss Mitigation Funds and ESSER Funds)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees ratified the service agreement. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.21 **Agreement, Lucid Software Inc.**

Background Information:

The transition to a virtual learning environment has been a paradigm shift for students, teachers, and the staff that support them. Teachers provided feedback on applications that will supplement the District's existing learning platforms.

Current Consideration:

Lucid Software (Lucid) provide two products to all students and staff. Lucidchart uses charting and diagramming tools to explain complex processes and demonstrate learning techniques with timelines, mind maps, and Venn diagrams. Lucidpress is a desktop publishing tool that enables users to create visually stimulating content such as learning aids, posters, brochures, flyers, newsletters, magazines, and presentations. Both tools integrate into the District's Google environment and have collaboration features. Services will be provided September 16, 2020, through September 15, 2021.

Budget Implication:

The total cost for this service is not to exceed \$29,500. (Learning Loss Mitigation Funds and ESSER Funds)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the service agreement. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.22 **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:

- 11.22.1 KIKA Club, Kennedy High School
- 11.22.2 National Alliance of Mental Illness (NAMI), Oxford Academy
- 11.22.3 Black Student Union, Dale Junior High School
- 11.22.4 Black Student Union, South Junior High School

Budget Implication:

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

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the school-sponsored organization applications.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

HUMAN RESOURCES

11.23 **Public Hearing, Disclosure of Collective Bargaining Agreement with ASTA**

Background Information:

The Board of Trustees must hold a public hearing to hear comments related to the collective bargaining agreement with the Anaheim Secondary Teachers Association (ASTA) for the 2019-20 year, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213).

Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

Current Consideration:

After the negotiation process with ASTA 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 Randle-Trejo opened the public hearing at 6:32 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 6:32 p.m.

11.24 **Adoption of the 2019-20 Collective Bargaining Agreement with ASTA**

Background Information:

The District and the Anaheim Secondary Teachers Association (ASTA) had a two-year agreement for the 2018-19 and 2019-20 years. The District and ASTA brought forth proposals to begin the negotiations for 2019-20 and negotiations commenced in the fall of 2019. A tentative agreement was reached on August 12, 2020. The tentative agreement is pending ratification by unit members of ASTA.

Current Consideration:

The tentative agreement is for year 2019-20. The tentative agreement includes a 0.50 percent off schedule bonus and a 0.50 percent increase on the salary schedule retroactive to July 1, 2019. The agreement also includes other contract language changes.

Budget Implication:

The increase for the 0.50 percent off schedule bonus will cost \$777,848 and a 0.50 percent salary schedule increase will impact the budget with an additional estimated expense of \$795,149 per year. (General Funds)

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the 2019-20 collective bargaining agreement with ASTA, pending ratification by unit members of ASTA, as amended prior to the adoption of the agenda. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.25 **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 2019-20, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California 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 Randle-Trejo opened the public hearing at 6:33 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 6:33 p.m.

11.26 **Adoption of the 2019-20 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 a 0.50 percent off schedule bonus and a 0.50 percent increase on the salary schedule retroactive to July 1, 2019.

Budget Implication:

The increase for the 0.50 percent off schedule bonus will cost \$234,614 and a 0.50 percent salary schedule increase will impact the budget with an additional estimated expense of \$234,614 per year. (General Funds)

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees adopted the 2019-20 collective bargaining agreement with CSEA. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.27 **Public Hearing, Disclosure of Collective Bargaining Agreement with MMA**

Background Information:

The Board of Trustees was requested to hold a public hearing on the collective bargaining agreement with the Mid-Managers Association (MMA) for 2019-20 in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California 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.

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 Randle-Trejo opened the public hearing at 6:33 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 6:33 p.m.

11.28 **Adoption of the 2019-20 Collective Bargaining Agreement with MMA**

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 a 0.50 percent off schedule bonus and a 0.50 percent increase on the salary schedule retroactive to July 1, 2019.

Budget Implication:

The increase for the 0.50 percent off schedule bonus will cost \$9,723 and a 0.50 percent salary schedule increase will impact the budget with an additional estimated expense of \$9,723 per year. (General Funds)

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees adopted the 2019-20 collective bargaining agreement with MMA. The roll call vote follows.

11.29 **Public Hearing, Disclosure of Collective Bargaining Agreement with APGA**

Background Information:

The Board of Trustees must hold a public hearing to hear comments related to the collective bargaining agreement with the Anaheim Personnel and Guidance Association (APGA) for 2019-20, in accordance with AB 1200 (Statutes of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California.

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened the public hearing to provide the public an opportunity to speak on the proposed agreement.

President Randle-Trejo opened the public hearing at 6:34 p.m.

There were no requests to speak.

President Randle-Trejo closed the public hearing at 6:34 p.m.

11.30 **Adoption of the 2019-20 Collective Bargaining Agreement with APGA**

Background Information:

The District and APGA brought forth proposals to begin the reopener negotiations for 2019-20 and a tentative agreement was reached. The tentative agreement was ratified by unit members of APGA.

Current Consideration:

The tentative agreement includes a 0.50 percent off schedule bonus and a 0.50 percent increase on the salary schedule retroactive to July 1, 2019.

Budget Implication:

The increase for the 0.50 percent off schedule bonus will cost \$48,336 and a 0.50 percent salary schedule increase will impact the budget with an additional estimated expense of \$48,336 per year. (General Funds)

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees adopted the 2019-20 collective bargaining agreement with APGA. The roll call vote follows.

11.31 **Certificated Administrators, Classified Management, and Classified Confidential Salary Schedules**

Background Information:

The Anaheim Leadership Team Association (ALTA) are non-bargaining employees of the District. Salaries for ALTA are reviewed each year and are commensurate with pay increases (or decreases due to furlough) with the classified and certificated employee bargaining units. The Board must approve any changes to the ALTA salary schedules.

Current Consideration:

The 2019-20 salary schedules for unrepresented employees include administrators, classified management, and confidential classifications. Due to the agreements with the Anaheim Secondary Teachers Association (ASTA) for a 0.50 percent off schedule bonus, as well as to increase salaries by 0.50 percent, the 2019-20 salary schedules for unrepresented employees shall be increased by 0.50 percent to become the 2019-20 salary schedules, retroactive to July 1, 2019. Longevity stipends will be increased at a commensurate rate with the certificated and classified bargaining units.

Budget Implication:

The increase for the 0.50 percent off schedule bonus will cost \$282,000 and a 0.50 percent salary schedule increase will impact the budget with an additional estimated expense of \$282,000 per year. (General Funds)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees adopted the 2019-20 salary schedules for administrators, classified management, and confidential employees. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.32 **Employment Agreement and Compensation for Superintendent**

Background Information:

An employment agreement is required for the Superintendent. On June 18, 2020, the Board of Trustees approved the amendment to the Superintendent's employment agreement.

Current Considerations:

On this Board agenda, the Board was requested to approve the collective bargaining agreements with the Anaheim Secondary Teachers Association, the California School Employees Association, the Mid-Managers Association, and the Anaheim Personnel and Guidance Association, which provide a 0.50 percent off schedule bonus and a 0.50 percent salary increase retroactive to July 1, 2019. Also on this Board agenda, the Board is being requested to approve a 0.50 percent off schedule bonus and a 0.50 percent salary increase retroactive to July 1, 2019, for the Anaheim Leadership Team Association, which comprises the District's management personnel, excluding the Superintendent and upper-level management employees. The Superintendent's employment agreement indicates that the Board may review the salary and, with consent of the Board, may increase the salary at any time during the agreement.

Budget Implication:

There is not a known budget impact at this time.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees discussed and approved the Superintendent's employment agreement and compensation, to include a 0.50 percent off schedule bonus and a 0.50 percent salary increase retroactive to July 1, 2019. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.33 **Employment Agreements and Compensation for Assistant Superintendents, Chief Academic Officer, and District Counsel**

Background Information:

Employment agreements are required for unrepresented upper-level management employees. On June 18, 2020, the Board of Trustees approved the amendments to employment agreements with the Assistant Superintendent, Education; Assistant Superintendent, Human Resources; Assistant Superintendent, Business; Chief Academic Officer; and District Counsel.

Current Considerations:

On this Board agenda, the Board was requested to approve the collective bargaining agreements with the Anaheim Secondary Teachers Association, the California School Employees Association, the Mid-Managers Association, and the Anaheim Personnel and Guidance Association, which provide a 0.50 percent off schedule bonus and a 0.50 percent salary increase retroactive to July 1, 2019. Also on this Board agenda, the Board is being requested to approve a 0.50 percent off schedule bonus and a 0.50 percent salary increase retroactive to July 1, 2019, for the Anaheim Leadership Team Association, which comprises the District's management personnel, excluding the Superintendent and upper-level management employees. The employment agreements with the Assistant Superintendent, Education; Assistant Superintendent, Human Resources; Assistant Superintendent, Business; Chief Academic Officer; and District Counsel indicate that the Board may review the salary and, with consent of the Board, may increase the salary at any time during the agreement.

Budget Implication:

There is not a known budget impact at this time.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees discussed and approved the employment agreements and compensation for the following upper-level management employees, to include a 0.50 percent off schedule bonus and a 0.50 percent salary increase retroactive to July 1, 2019:

1. Jaron Fried, Ed.D., Assistant Superintendent, Education;
2. Brad Jackson, Assistant Superintendent, Human Resources;
3. Jennifer Root, Ed.D., Assistant Superintendent, Business;
4. Manuel Colón, Chief Academic Officer; and
5. Karl H. Widell, District Counsel

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

12. CONSENT CALENDAR

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 12.10, Exhibit OO, and 12.11 pulled by Trustee O'Neal. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

BUSINESS SERVICES

12.1 **Membership, Coalition for Adequate School Housing (CASH) Organizational**Background Information:

CASH was founded in 1978 as a response to diminished statewide resources for school facilities. CASH has over 1,200 members and is the preeminent statewide organization representing school facility professionals in both the public and private sector. CASH provides advocacy, leadership, development, educational opportunities, and resources within the school facilities arena. CASH advocacy ensures there are State funds to build, renovate, and maintain K-12 schools. CASH is dedicated to making sure the students in California have access to quality, safe, and healthy environments that foster learning and success.

Current Consideration:

CASH membership benefits include the ability for District staff to access a myriad of job specific resources, access to expert members and leadership on District specific issues, as well as discounted educational events.

Budget Implication:

The cost for a District organizational membership for the 2020-21 year is \$952. This cost will be offset by the reduced cost to send staff to professional development. (General Funds)

Action:

The Board of Trustees approved the organizational membership to CASH.

12.2 **Award of Bid**

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

<u>Bid#</u>	<u>Service</u>	<u>Award</u>	<u>Amount</u>
2021-02	Trident Education Center Healthy Smiles Trailer Site Improvements (Healthy Smiles)	IVL Contractors, Inc.	\$64,440

Action:

The Board of Trustees awarded Bid No. 2021-02.

12.3 **Ratification of Change Order**

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

Bid #2020-17, Sycamore Junior High School
 Fire Water Connection (Measure H Funds)
 Pro-Craft Construction
 Original Contract
 Change Order #1
 New Contract Value

P.O. #P64A0050

\$78,700
 \$(10,000)
 \$68,700

Action:

The Board of Trustees ratified the change order as listed.

12.4 **Notice of Completion**

The Board of Trustees was requested to approve the notice of completion as listed.

Bid #2020-17, Sycamore Junior High School
 Fire Water Connection (Measure H Funds)
 Pro-Craft Construction
 Original Contract
 Contract Changes
 Total Amount Paid

P.O. #P64A0050

\$78,700
 \$(10,000)
 \$68,700

Action:

The Board of Trustees authorized the assistant superintendent, Business to accept Bid No. 2020-17 as complete, and authorized the filing of the notice of completion with the Office of the County Recorder.

12.5 **Piggyback Contract Extension for Computer Equipment, Software, Peripherals and Related Services**

Background Information:

The District has been using Hewlett-Packard products over the years and the Education and Information Technology Department has established Hewlett-Packard products as the District standard because of their high quality, as well as their reliable service.

The District purchases computer equipment, Chromebooks, software, peripherals, and related services from Hewlett-Packard Company, pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq. utilizing the Master Price Agreement No. MNNVP-133 awarded by the State of Minnesota and the National Association of State Procurement Officials/Western States Contracting Alliance (NASPO/WSCA), including Amendment No. 3 to Contract MNNVP-133, and approved for use by the State of California Department of General Services through the California Participating Addendum 7-15-70-34-001.

Current Consideration:

NASPO/WSCA is an alliance consisting of many states throughout the United States that provides its members with better purchasing power and deeply discounted prices. The contract is a "direct from the manufacturer" purchase, based on volume-discounted prices, where orders can be placed through an approved servicing contractor (authorized reseller). The volume is being pooled with other members of the NASPO/WSCA alliance to obtain the lowest prices. Minnesota was the state that took the lead and processed a bid that resulted in an award of a contract to Hewlett-Packard Company. The District has been purchasing directly from the Hewlett Packard Company and can also purchase from Sehi Computer Products, Inc., an approved servicing contractor (authorized reseller).

This will allow staff to purchase services, equipment, and software through July 31, 2021.

Budget Implication:

This contract is intended to provide a buying vehicle for the purchase of computer hardware products, Chromebooks, associated peripherals, and accessories to meet the information technology needs of students, staff, and the District's business applications on an as needed basis. Most purchases have recently been to support distance learning. The total amount of the award is not to exceed \$6,500,000. (Various Funds)

Action:

The Board of Trustees approve the use of the contract for the purchase of computer equipment, software, peripherals, and related services utilizing NASPO/WSCA Master Price Agreement No. MNNVP-133, including Amendment No. 3 to Contract MNNVP-133, approved for use by the State of California's Department of General Services through the California Participating Addendum 7-15-70-34-001 to Hewlett-Packard Company (Hewlett Packard Enterprise and HP. Inc.), directly or to the approved fulfillment subcontractor Sehi Computer Products, Inc.

12.6 **Piggyback for Telephone Equipment, Software, and Services**

Background Information:

The District utilizes the Mitel phone system Districtwide. This system has the capacity to use a softphone to make phone calls from any location. A softphone is a software program that runs on a computer and functions as a phone. There are two components needed to enable this capability. The phone system requires a gateway and licenses for end users. The gateway is a piece of hardware that connects our phone system to the outside world. The phone system has the capacity for 1,200 users and can handle 300 simultaneous calls.

Current Consideration:

The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with Mitel Networks, Inc. The contract is a "direct from the manufacturer" purchase, based on volume-discounted prices, where orders can be placed through an approved servicing contractor (authorized reseller). In this case, the servicing contractor would be IntelesysOne, Inc.

The equipment, software, and services will be purchased utilizing DGS CMAS contracts 3-08-70-2630A. The District will utilize this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq. to purchase the items as needed.

Budget Implication:

The total amount of the award is not to exceed \$139,500. (Learning Loss Mitigation Funds)

Action:

The Board of Trustees approved the purchase of equipment, software, and services utilizing DGS's CMAS contract 3-08-70-2630A to the approved fulfillment subcontractor IntelesysOne, Inc., pursuant to Public Contract Code Sections 10298, 10299, and 12100 et seq.

12.7 **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 et al.

12.8 **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.

12.9 **Donations**

Action:

The Board of Trustees accepted the donations as submitted.

On the motion of Trustee O'Neal, the Board of Trustees ratified item 12.10 and 12.11 with the following roll call vote.

Ayes: Trustees Jabbar, Piercy, Smith, and Randle-Trejo

Abstain: Trustee O'Neal

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

Action:

The Board of Trustees ratified the reports August 4, 2020, through September 3, 2020.

12.11 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the report August 4, 2020, through September 3, 2020.

12.12 SUPPLEMENTAL INFORMATION

12.12.1 ASB Fund, June 2020

12.12.2 Cafeteria Fund, June 2020

EDUCATIONAL SERVICES

12.13 **Membership, Accrediting Commission for Schools, Western Association of Schools and Colleges (WASC)**

Background Information:

The accreditation process is managed by WASC, which is responsible for authorizing a school's certification. Accreditation is vital to a school's certification, as it is required for its courses and diplomas to be recognized by colleges and universities. Students of

schools that do not receive accreditation will not have their coursework accepted by institutions of higher education.

Current Consideration:

School districts are required to pay an annual WASC membership fee for all school sites seeking candidacy or accreditation. Each school site is granted a term of accreditation by WASC and must complete a WASC self-study review prior to the conclusion of their term of accreditation. Invoices for annual membership fees have been received for the following school sites for the period of August 12, 2020, through June 30, 2021.

Anaheim High School	Accreditation through 2021
Cypress High School	Accreditation through 2022
Gilbert High School	Accreditation through 2025
Katella High School	Accreditation through 2024
Kennedy High School	Accreditation through 2022
Loara High School	Accreditation through 2024
Magnolia High School	Accreditation through 2025
Oxford Academy	Accreditation through 2022
Polaris High School	Accreditation through 2021
Savanna High School	Accreditation through 2024
Western High School	Accreditation through 2024

Budget Implication:

The annual installment for the 2020-21 year is \$1,070 per school site and \$970, for a mid-cycle one-day visit for Loara High School. The annual installment for the 2019-20 year was \$1,070 per school site. (General Funds)

Action:

The Board of Trustees approved payment of the annual membership fees.

12.14 **Agreement Renewal, Hayes Software Systems**

Background Information:

Hayes Software Systems offers web-based software for the real-time management of instructional materials/textbooks. The system interfaces with the student information system to automate the comparison of enrollment numbers to the number of textbooks on hand at each school site, for each course that requires a textbook. The product will also refine the way textbooks are distributed and collected from students, making it easier for teachers and support staff to collect fees for lost or damaged textbooks.

Current Consideration:

The District will contract with Hayes Software Systems to provide the District with a real-time, web-based instructional material/textbook management system. Services will be provided October 1, 2020, through September 30, 2021.

Budget Implication:

The cost of Hayes Software Systems licensing renewal for one year is 18,366.75. (LCFF Funds)

Action:

The Board of Trustees approved the agreement.

12.15 **Educational Consulting Agreement, Vital Link**Background Information:

For the past 18 years, the District has partnered with Vital Link as it facilitated Career Technical Education (CTE) advisory boards. Kathy Johnson, executive director of Vital Link, has coordinated and facilitated the industry panels and activities for the following industry pathways: Arts, Media and Entertainment; Business and Finance; Construction; Culinary Arts; Education; Engineering and Design; Health Science and Medical Technology; Information and Communication Technology; Marketing, Sales, and Services; Manufacturing and Product Design; Public Services; and Transportation. Vital Link has also coordinated the interactive career exploration portion of the District's annual College and Career Fair.

Current Consideration:

Vital Link will continue its focus on the expansion of industry involvement on the advisory boards, and assist faculty in the development of ongoing industry and educational partnerships, as well as resources. Vital Link will also assist in the coordination of the District's annual College and Career Fair, which will be virtual. Services will be provided September 15, 2020, through July 31, 2021.

Budget Implication:

The cost for services is not to exceed \$26,425. (Perkins Funds)

Action:

The Board of Trustees approved the educational consulting agreement.

12.16 **Amendment, Educational Consulting Agreement, Illumination Institute**Background Information:

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

Current Consideration:

On July 2, 2020, the Board of Trustees approved an educational consulting agreement with Illumination Institute to provide professional learning and instructional resources for teachers, administrators, parents, and staff throughout the District. Since then, additional services were added to include Cambridge Virtual Academy, the implementation of mindfulness curriculum at South Junior High School, and training for college tutors. An amendment is required to increase the previously approved amount from \$53,000 to \$83,000. All other terms and conditions remain intact.

Budget Implication:

The total amended cost for these services is not to exceed \$83,000. (Learning Loss Mitigation Funds and LCFF Funds)

Action:

The Board of Trustees approved the amendment.

12.17 **Educational Consulting Agreement, MindKind Institute (MKI)**

Background Information:

MindKind Institute (MKI) has provided executive coaching and Self-Awareness Training for District leaders since October 2017. The executive coaching has helped the District transform culture at school sites that align with District goals and initiatives.

MKI will provide two cohorts of Conscious Communication for Business Leaders, one cohort of Parent Leadership Coaching, three Practicum modules, and one month of the MindKindness Fellowship for school administrators, teachers, and parents. This multi-pronged approach is intended to develop mindful leaders at the District, with the highest level of commitment to the 5Cs: Collaboration, Communication, Creativity, Critical thinking, and Compassion and Character. Dr. Home H.C. Nguyen and MKI faculty members will facilitate the training.

Current Consideration:

Participants will learn about private sector executive leadership training, a variety of meditation techniques, and how they can weave these techniques into everyday life. The program is delivered via an online coach and a teacher-led, group-learning platform. Two key ways in which MKI will support District leaders are by cultivating emotional and relational intelligence, as well as strengthening leadership teams. Services are being provided August 17, 2020, through June 30, 2021.

Budget Implication:

The total cost for services is not to exceed \$116,500. (Learning Loss Mitigation Funds and ESSER Funds)

Action:

The Board of Trustees ratified the educational consulting agreement.

12.18 **Services Partnership Agreement, TeachFX, Inc.**

Background Information:

TeachFX is an organization that provides consultative and professional learning services to districts and does so leveraging the TeachFx software tool the organization has developed. The TeachFX software is a reflective instruction tool that is designed to allow teachers to see evidence of and track progress toward the realization of classrooms that exhibit the 5Cs: Collaboration, Communication, Creativity, Critical thinking, and Compassion and Character.

TeachFX is an app that has helped hundreds of schools increase their student engagement by visualizing, for teachers, what portions of the class are teacher talk versus student talk. The idea is to give teachers a useful barometer of student engagement that can be checked every day. In addition, TeachFX promotes meaningful and equitable classroom dialogue through professional learning that is data-driven, job-embedded, and teacher-led.

Current Consideration:

The District will contract TeachFX, Inc. to purchase the following services:

- District and School Leadership Consultation Services
- Data Science and Data Analysis
- Data Reporting, Presentation, and Recommendation Services
- Virtual Professional Learning Design, Consultation, and Support Services
- Virtual Professional Learning Delivery
- Technical Support Services

Services are being provided August 18, 2020, through June 30, 2021.

Budget Implication:

The total cost for these services is not to exceed \$96,000. (Learning Loss Mitigation Funds and ESSER Funds)

Action:

The Board of Trustees ratified the services partnership agreement.

12.19 **Agreement Amendment, Department of Rehabilitation**

Background Information:

Under the Workforce Innovation and Opportunity Act (WIOA), the Department of Rehabilitation (DOR) has been tasked with serving the underserved transition aged youth with pre-employment transition services through the We Can Work Grant. Through the We Can Work agreement, the goal is to improve employability for high school students receiving special education services under an Individualized Education Program (IEP). The District has partnered with the DOR since 2016 to provide these services. The DOR has recently received continued funding for the We Can Work program.

Current Consideration:

The DOR funds will continue to be used to create a case service contract with our District, which allows us to extend work experience/training opportunities for our Special Youth Services student population. These funds will also continue to be used to pay 5 percent of the two Vocational Education Transition Counselors and two Job Developers' salaries to coordinate the employment services. The increase in student wages will be provided to 65 identified students in the 2020-21 year and 61 identified students in the 2021-22 year, who receive special education services. This increase in funding includes Federal Insurance Contributions Act (FICA) and worker's compensation cost for work experience. An amendment is requested to extend the dates of service from July 1, 2019, through June 30, 2021, to July 1, 2019, through June 30, 2022.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the amendment.

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

Background Information:

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

necessary for each NPA or NPS. The District enters an individual services agreement with the NPA, NPS, or RTC that identifies the placement and services that a student will receive.

Current Consideration:

It is requested that the Master Contract be approved to be used for any student requiring NPA, NPS, or RTC. Services are being provided July 1, 2020, through June 30, 2021.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees ratified the master contract.

12.21 **Memorandum of Understanding (MOU), Inter-Special Education Local Plan Area (SELPA), Los Alamitos Unified School District (LAUSD)**

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees ratified the agreement.

12.22 **Grant Award (2020-23), Tobacco Use Prevention Education (TUPE) Cohort M, Tier 2**

Background Information:

The District became the lead fiscal agency of the Tobacco Use Prevention Education (TUPE) consortium grant between Anaheim Elementary School District (AESD) and the District, in the amount of \$1,850,093 for a 3-year term from 2014-17 and again for \$1,732,590 from 2017-20. AUHSD and AESD are pleased to have been awarded TUPE grant funding for 2020-23; the third, 3-year award. This second grant term concluded on June 30, 2020, with extensions to spend until December 31, 2020; however, the consortium was able to reapply for another 3-year term (2020-23). Over the last 6 years, the CDE TUPE Office has contributed \$3.58 million to Anaheim's District-led TUPE program and after this third, 3-year grant cycle approximately \$5.27 million. The District and AESD students have and will benefit by becoming anti-tobacco/vape youth advocates.

Current Consideration:

In effort to create a continuous level of support from grades 6-12, for the next grant cycle (2020-23), the District will continue to act as the lead fiscal agency and collaborate with AESD. The District received notification that the TUPE grant application was approved for \$1,682,685 for the term of the grant (2020-23). 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 school sites, as well as 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. This program has, can and will empower youth to gain knowledge, ask questions, and make healthy decisions for themselves by living tobacco and vape free lives. Services are being provided July 1, 2020, through June 30, 2023.

Budget Implication:

There is no impact to the budget. The grant amount is \$1,682,685, with Year 1 funding in the amount of \$560,895.

Action:

The Board of Trustees ratified the grant award.

12.23 **Independent Contractor Agreement, Marcus Management Solutions**

Background Information:

Since the late 1990s, Marcus Management Solutions has helped many local school districts and nonprofit organizations to write grants. In particular, they have helped Anaheim Elementary School District (AESD) and Anaheim Family YMCA to write grants for mental health programs, Tobacco Use Prevention Education (TUPE), and 21st Century Community Learning Centers, such as Anaheim Achieves. They provide grant writing services free of cost to these organizations; however, when a grant is awarded, then they provide evaluation management services for programs funded by the grant. The District became the lead fiscal agency for a TUPE consortium grant between AESD and the District, starting in 2014.

The District continues to be the lead fiscal agency for the TUPE consortium grant between AESD and the District, in the amount of \$1,682,685 for a 3-year term from 2020-23 that will be approved by the Board of Trustees. The TUPE grant requires that an independent program evaluator prepare the annual program evaluation report that must be submitted to the California Department of Education. Marcus Management Solutions has been selected to provide the program evaluation services again for this second, 3-year grant term.

Current Consideration:

The Board of Trustees will accept a TUPE grant in the amount of \$1,682,685 with Year 1 funding of \$560,895. Marcus Management Solutions was selected to provide the program evaluation services. To secure these services, the District will enter into an independent contractor agreement with Marcus Management Solutions. Services are being provided July 1, 2020, through June 30, 2023.

Budget Implication:

Costs for these services are not to exceed \$50,481 per fiscal year, for a total of \$151,442 over a three-year period. (TUPE Funds)

Action:

The Board of Trustees ratified the independent contractor agreement.

HUMAN RESOURCES

12.24 **Memorandum of Understanding (MOU), Orange County Department of Education (OCDE), Career Technical Education (CTE) Teacher Credentialing Program**

Background Information:

The District has traditionally entered into agreements with OCDE programs to provide opportunities for educators to gain valuable professional experiences. This MOU provides a program for educators to obtain a Preliminary Designated Subjects CTE Credential. The District has had a CTE agreement in place with OCDE since 2018.

Current Consideration:

This MOU with OCDE is effective July 1, 2020, through June 30, 2021. Due to the amount of time required to process the agreement, OCDE did not provide the agreement until recently.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees ratified the MOU.

12.25 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the report, as amended prior to the adoption of the agenda.

12.26 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

12.27 **Board of Trustees' Meeting Minutes**

12.27.1 July 16, 2020, Regular Meeting

12.27.2 August 13, 2020, Regular Meeting

Action:

The Board of Trustees approved the minutes as submitted.

13. SUPERINTENDENT AND STAFF REPORT

Superintendent Matsuda congratulated Dr. Root for her upcoming appointment as Superintendent of Menifee Union School District.

14. BOARD OF TRUSTEES' REPORT

Trustee O'Neal said he attended seven virtual Back-to-School nights and the Sister City Commission meeting.

Trustee Jabbar reported he attended the NOCROP Board meeting, Back-to-School nights for Sycamore Junior High School and Anaheim High School, stopped by the Latino Health Access COVID-19 testing site. He also expressed his appreciation for the food distributions to the community.

Trustee Piercy said she attended six virtual Back-to School nights, an opening of schools task force meeting, principal's meeting, and the insurance committee meeting.

Trustee Smith stated she attended the insurance committee meeting and Math task force meeting.

Trustee Randle-Trejo shared she attended the Vietnamese student association meeting, Personnel Commission meeting, opening of schools task force meeting, and the NOCROP Board meeting.

15. ADVANCE PLANNING

15.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees is set to be held on Thursday, October 15, 2020, at 4:00 p.m. A special meeting will be held Thursday, September 24, 2020.

Thursday, November 19

Tuesday, December 15

15.2 **Suggested Agenda Items**

Trustee Randle-Trejo requested a mental health update at a future Board meeting.

16. ADJOURNMENT

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 6:58 p.m. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, and Randle-Trejo

Absent: Trustee Smith

Approved _____
Clerk, Board of Trustees

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

BOARD OF TRUSTEES
Special Meeting Minutes
Thursday, September 24, 2020

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President Randle-Trejo called the special meeting of the Anaheim Union High School District Board of Trustees to order at 2:33 p.m.

Present: Annemarie Randle-Trejo, president; Katherine H. Smith, clerk; Anna L. Piercy, assistant clerk; Al Jabbar and Brian O'Neal, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Jennifer Root, Ed.D., assistant superintendents; and Karl H. Widell, District counsel.

2. ADOPTION OF AGENDA

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees adopted the agenda. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

3. PLEDGE OF ALLEGIANCE

Pledge of Allegiance and Moment of Silence

President Randle-Trejo led the Pledge of Allegiance to the Flag of the United States of America and provided a moment of silence.

4. PUBLIC COMMENTS, OPEN SESSION ITEMS

There were no requests to speak.

5. ITEMS OF BUSINESS

BUSINESS SERVICES

5.1 **Business Consulting Services Agreement, Colleen Patterson**

Background Information:

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

Current Consideration:

Colleen Patterson will provide consulting services to support Business Services during the vacancy of the District's assistant superintendent, Business Services. Services will be provided September 28, 2020, until the position is filled, or June 30, 2021.

Budget Implication:

The cost for these services is not to exceed \$50,000 (\$125 per hour). (General Fund)

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees approved the business consulting services agreement. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

Colleen Patterson thanked the Board and said she is honored to serve our District and community.

EDUCATIONAL SERVICES

5.2 **Adoption, Learning Continuity and Attendance Plan**Background Information:

Senate Bill 98 (SB 98) established the Learning Continuity and Attendance Plan (Learning Continuity Plan), which is intended to balance the needs of all stakeholders, including educators, parents, students and community members, while streamlining meaningful stakeholder engagement and condensing several preexisting plans. In particular, it was important to combine (1) the intent behind Executive Order N-56-20, which required a written report and envisioned an off-cycle Local Control and Accountability Plan (LCAP) due December 15; and (2) the ongoing need for local educational agencies (LEAs) to formally plan for the 2020–21 year in the midst of the uncertainty caused by the COVID-19 pandemic. The Learning Continuity Plan replaces the LCAP for the 2020–21 year and supersedes the requirements in Executive Order N-56-20. This plan is intended to memorialize the planning process that is already underway for the 2020–21 year. All LEAs, which includes school districts, county offices of education, and charter schools are required to complete the Learning Continuity Plan.

Current Consideration:

The public hearing was held on September 15, 2020. The purpose of the public hearing was to allow the public an additional opportunity to ask questions concerning the District's Learning Continuity and Attendance Plan.

Budget Implication:

The actions contained in the Learning Continuity and Attendance Plan must align with the terms of the District's 2020-21 annual budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the Learning Continuity and Attendance Plan. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

6. CONSENT CALENDAR

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved all consent calendar items. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

HUMAN RESOURCES

6.1 **2019-20 Contracted Employees Salary Schedule**

Background Information:

On September 15, 2020, the Board of Trustees approved a 0.50 percent off-schedule bonus and a 0.50 percent salary increase retroactive to July 1, 2019, as part of the collective bargaining agreements with the Anaheim Secondary Teachers Association, the California School Employees Association, the Mid-Managers Association, and the Anaheim Personnel and Guidance Association, and as part of the salary schedules for the Anaheim Leadership Team Association. At the same meeting, the Board also approved the same off-schedule bonus and salary increase for upper-level contracted management employees, including the superintendent, assistant superintendents, chief academic officer, and District counsel.

Current Considerations:

A separate salary schedule is required for contracted management employees, including the superintendent, assistant superintendents, chief academic officer, and District counsel. The Board was requested to approve the updated 2019-20 contracted employees' salary schedule in accordance with the action taken on September 15, 2020.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the 2019-20 contracted employees' salary schedule retroactive to July 1, 2019, as follows: superintendent, \$268,532; assistant superintendents, chief academic officer, and District counsel, \$209,074.

7. ADJOURNMENT

On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 2:41 p.m. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

Approved _____
Clerk, Board of Trustees

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

BOARD OF TRUSTEES
Minutes
Thursday, October 15, 2020

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President Randle-Trejo called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 2:49 p.m.

Present: Annemarie Randle-Trejo, president; Katherine H. Smith, clerk; Anna L. Piercy, assistant clerk; Al Jabbar and Brian O'Neal, members; Michael B. Matsuda, superintendent; Brad Jackson, and Jennifer Root, Ed.D., assistant superintendents; and Karl H. Widell, District counsel.

Absent: Jaron Fried, Ed.D., assistant superintendent

2. ADOPTION OF AGENDA

Staff requested the following amendments to the amended agenda:

- Page 21 of the agenda, item 11.11, correct effective end date to December 31, 2023 under current consideration.
- Exhibit RRR, replace page 4 to include Antoinette Brown and Amanda Bryant, as well as correct effective date for Brianna Plummer.

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 O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 2:50 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: 4:17 p.m.

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

Student Representative to the Board of Trustees Elizabeth Ochei 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 Smith 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 existing litigation.
- 5.3.3 No reportable action taken regarding negotiations.
- 5.3.4 No reportable action taken regarding personnel.
- 5.3.5 The Board of Trustees unanimously voted to accept agreement with employee HR-2020-21-05.
- 5.3.6 No reportable action taken regarding existing litigation.
- 5.3.7 The Board of Trustees unanimously voted to approve the resolution agreement with employee HR-2020-21-06.

6. INTRODUCTION OF GUESTS

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

7. REPORTS

7.1 **Student Representative's Report**

Elizabeth Ochei, student representative to the Board of Trustees, reported on student activities throughout the District, including the RSVP summit.

7.2 **Reports of Associations**

Grant Schuster, ASTA president, spoke regarding the District's plan to gradually reopen school sites and stated that the collaboration between District leadership and ASTA is commendable and has eased anxiety among staff.

Sylvia Onopa, APGA co-president, provided a report on guidance lessons in which teachers and counselors are working together to identify students who are at risk of learning loss. She also noted their work on the upcoming College and Career Fair.

Hilda Vazquez, ALTA president, shared school sites are preparing campuses for the return of students gradually and adjusting to the needs of students and parents.

7.3 **Parent Teacher Student Association (PTSA) Reports**

There was no report.

8. PUBLIC COMMENTS, OPEN SESSION ITEMS

- 8.1 Amber Fendrick, District parent, expressed support for reopening schools for in-person instruction.
- 8.2 Cole Fendrick, District student, stated he supports returning to school for in-person instruction.
- 8.3 Cheryl Olson, community member, shared her opinion on students returning to schools and continuing sports.
- 8.4 Brynn Campos, Oxford Academy alumni, spoke about making ethnic studies a graduation requirement.
- 8.5 Tracey Ahue, District parent, expressed her thoughts about reopening of schools and stated that the distance learning model is not working for her students.
- 8.6 K Engels, community member, stated the hybrid model should be revised to accommodate more in-person instruction.

9. PRESENTATIONS

9.1 **Mental Health Report**

Background Information:

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

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

9.2 **School Dismissal and Distance Learning**

Background Information:

On March 13, 2020, the Board of Trustees unanimously passed and adopted Resolution No. 2019/20-BOT-02, declaring a local emergency due to the outbreak and spread of the novel

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

10. ITEMS OF BUSINESS

RESOLUTIONS

10.1 **Resolution No. 2020/21-BOT-03, Return of Students to Schools**

Background Information:

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

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

Current Consideration:

Orange County moved from the "widespread" purple tier on California's Blueprint for a Safer Economy to the less stringent "substantial" red tier on September 8, 2020. After remaining in the red tier for fourteen days, the schools in the County were authorized to begin to reopen for in-person instruction on September 22, 2020. Although the County at large moved from the purple tier to the red tier, COVID-19 spread rates within certain zip codes, including several in the District, remained within what would be considered the purple tier or

widespread. In light of the disaggregated District-level numbers, the District has taken a data-focused, systematic approach to the return of students to District sites. As of October 6, 2020, District zip codes continue to have spread rates within the parameters of the purple, widespread, tier. Should they enter and remain stable in the red tier, it will be appropriate to begin the process to return students for in-person instruction at the beginning of the second semester.

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2020/21-BOT-03. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.2 **Resolution No. 2020/21-BOT-04, Graduation Requirements, Suspension of Civic and Service Learning Hours for the Class of 2021**

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Smith and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2020/21-BOT-04. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

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

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2020/21-B-06. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.4 **Resolution No. 2020/21-F-04, Approval of Notice of Exemption for the Ball Junior High School Site Improvement and Modernization Project**

Background Information:

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

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

Current Consideration:

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

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy and duly seconded, the Board of Trustees adopted Resolution No. 2020/21-F-04, approving the NOE for the Project, and directed that the NOE be filed with the Orange County Clerk-Recorder. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.5 **Resolution No. 2020/21-F-05, Approval of Notice of Exemption for the Sycamore Junior High School Site Improvement and Modernization Project**

Background Information:

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

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

enclosure; (12) Installation of a bike/skateboard enclosure; (13) Demolition of three obsolete relocatable buildings; and (14) Relocation of two relocatable classrooms within the campus for community use.

Current Consideration:

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

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar and duly seconded, following discussion, the Board of Trustees adopted Resolution No. 2020/21-F-05, approving the NOE for the Project, and directed that the NOE be filed with the Orange County Clerk-Recorder. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.6 **Resolution No. 2020/21-E-07, Great American Smokeout/Escape the Vape Day 2020**

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Smith and duly seconded, the Board of Trustees adopted Resolution No. 2020/21-E-07, the Great American Smokeout/Escape the Vape Day 2020. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

BUSINESS SERVICES

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

Background Information:

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

Current Consideration:

The Business Division submitted the following policies for review:

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

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board reviewed the policies listed above.

10.8 **Agreement, Floop Edu, Inc.**

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees approved the agreement with Floop Edu, Inc. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

EDUCATIONAL SERVICES

10.9 **Grant, Project Language, Equity, and Action Research with Newcomer Students (LEARN)**

Background Information:

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

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

Current Consideration:

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

Budget Implication:

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

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees accepted the grant award. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.10 **Agreement, University of California, Irvine (UCI) Science Project**

Background Information:

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

Current Consideration:

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

plans and assessments, offer professional development catered to District and site needs, as well as support our science educators in the classroom through lesson studies and sustained partnerships. All science teachers, including special education science teachers, will participate in the NGSS Certification (Tier 1) program, which will help teachers develop a deep understanding of the pedagogical and paradigm shifts needed for NGSS. Part of the agreement has specified support with the alternative education teachers to develop foundational knowledge of the NGSS Framework prior to participating in the NGSS Certification (Tier 1) program. Services are being provided September 28, 2020, through June 1, 2022.

Budget Implication:

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

Action:

On the motion of Trustee Smith, duly seconded and unanimously carried, the Board of Trustees ratified the agreement. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.11 **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:

- 10.11.1 Leaders for Tomorrow, Anaheim High School
- 10.11.2 Black Student Union, Hope School
- 10.11.3 Care Bears Club, Kennedy High School
- 10.11.4 Writer Lilies, Western High School
- 10.11.5 Inventorship Club, Western High School
- 10.11.6 Black Student Union, Walker Junior High School
- 10.11.7 Esports Club, 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 Piercy, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the school-sponsored organization applications. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

HUMAN RESOURCES

10.12 **Agreement, Leadership Education for AUHSD (LEAD) Action Research Grant**Background Information:

The Anaheim Union High School District and California State University, Fullerton (CSUF) are collaborating in the furtherance of the common objective of improving education in California schools. The objectives of the project are to expand the practical knowledge for future educational leaders in the areas of equity, self-awareness, and systems and to take this new paradigm for leadership development and memorialize it through the writing of a book, which outlines the philosophies used to develop the LEAD program.

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Piercy, duly seconded and unanimously carried, the Board of Trustees ratified the agreement. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.13 **Memorandum of Understanding (MOU) with ASTA, Health and Welfare Program Changes for 2021**Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the MOU with ASTA for the 2021 health and welfare program. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.14 **Memorandum of Understanding (MOU) with APGA, Health and Welfare Program Changes for 2021**

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the MOU with APGA for the 2021 health and welfare program. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.15 **Memorandum of Understanding (MOU) with CSEA, Health and Welfare Program Changes for 2021**

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the MOU with CSEA for the 2021 health and welfare program. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.16 **Memorandum of Understanding (MOU) with AFSCME, Health and Welfare Program Changes for 2021**

Background Information:

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

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

Current Consideration:

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

Budget Implication:

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

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the MOU with AFSCME for the 2021 health and welfare program. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

10.17

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

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the MOU with MMA for the 2021 health and welfare program. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

SUPERINTENDENT'S OFFICE

10.18 **Revised Board Policy 6203.1 (9270), Conflict of Interest, First and Final Reading**Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees reviewed and approved the revised policy. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11. CONSENT CALENDAR

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 11.16, Exhibit SS, and 11.17 pulled by Trustee O'Neal, as well as 11.23 and 11.28 pulled by Trustee Randle-Trejo. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

BUSINESS SERVICES

11.1 **Consulting Agreement, Eide Bailly LLP**Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees ratified the consulting agreement.

11.2 **Agreement Amendment, NB Consulting Engineers, Inc.**Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees approved the agreement amendment.

11.3 **Award of Bid**

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

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

Action:

The Board of Trustees awarded Bid No. 2021-01.

11.4 **Ratification of Change Order**

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

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

Action:

The Board of Trustees ratified the change order as listed.

11.5 **Notices of Completion**

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

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

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

Action:

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

11.6 **Agreement, Atkinson, Andelson, Loya, Rudd & Romo PC**Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees ratified the contract with Atkinson, Andelson, Loya, Rudd, & Romo PC.

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

Background Information:

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

Current Consideration:

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

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

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

Budget Implication:

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

Action:

The Board of Trustees approved the contracts.

11.8 **Purchase Through Public Corporation or Agency**

Background Information:

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

Current Consideration:

The original award was for \$500,000 the first fiscal year, and \$150,000 each year thereafter to upgrade the clock, bell, and paging system at multiple schools throughout the District. District staff did not use the full \$500,000 the first year, but has a requirement to complete these projects now. The material and services will be purchased utilizing DGS CMAS contracts 3-18-84-0042E, through February 19, 2023, including any extensions of the contract. The District will utilize this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq.

Budget Implication:

The increase is not to exceed \$100,000 for this fiscal year 2020-21, which is a total amount of \$250,000 for fiscal year 2020-21. (Measure H Fund and Routine Restricted Maintenance Funds)

Action:

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

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

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees ratified the contract with Blessed Transportation and Associates, Inc.

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

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees approved the agreement with Demsey, Filliger & Associates, LLC.

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

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees approved Pharmacy Benefit Management Services with Express Scripts, Inc., as amended prior to the adoption of the agenda.

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

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees approved the Retiree Benefit Management Services Agreement with Retiree First.

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

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees approved the Consulting Services Agreement with Total Compensation Systems, Inc.

11.14 **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 et al.

11.15 **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.

On the motion of Trustee O'Neal, the Board of Trustees ratified items 11.16, Exhibit SS, and 11.17 with the following roll call vote.

Ayes: Trustees Jabbar, Piercy, Smith, and Randle-Trejo

Abstain: Trustee O'Neal

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

Action:

The Board of Trustees ratified the reports September 4, 2020, through October 5, 2020.

11.17 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the report September 4, 2020, through October 5, 2020.

11.18 SUPPLEMENTAL INFORMATION

11.18.1 ASB Fund, July 2020

11.18.2 Cafeteria Fund, July 2020

11.18.3 Enrollment, Month 1

EDUCATIONAL SERVICES

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

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the school plans for student achievement.

11.20 **Agreement, T-Mobile, Inc.**Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees ratified the agreement with T-Mobile, Inc.

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

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees ratified the agreement.

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

Healthy Smiles for Kids (HSK) is a nonprofit organization dedicated to improving the oral health of children in Orange County. Through different collaborative programs, they focus

on prevention, outreach, education, access to treatment, and advocacy. HSK has developed a system of dental care designed to provide on-site care to patients through relationships with community-based registered dental hygienists who will provide care and collaborate with dentists using teledentistry technology. This system of care is referred to as the Virtual Dental Home (VDH). They provide dental care directly to underserved communities in Orange County.

Current Consideration:

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

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

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the amendment.

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

Background Information:

The Orange County Human Relations Council (OCHRC) and the District have a long-standing relationship that dates back to 1998 when OCHRC partnered with the District in a program called Bridges. OCHRC has committed to working with District school site teams comprised of a teacher advisor, administrative support, and students for the purposes of establishing a comprehensive school inter-group relations program. OCHRC agrees to provide services, which have included, but are not limited to: Bridges and Restorative Schools Program, creating connected campuses, and quarterly program development days training for selected schools in the District. Services also include leadership orientation, task formation and follow up during the year, all-day student retreats, all-day trainings and/or strategy sessions for faculty, planning and implementation of strategies for parent outreach and involvement, assist in planning of school wide projects, mediation services for both students and adults, anger management, as well as anti-bullying and diversity training. OCHRC has also volunteered in times of crisis to make themselves available for social and emotional support.

Current Consideration:

These amendments to our current agreement will allow OCHRC to provide three additional services: Implicit Bias Training for 300 employees, a BRIDGES and Restorative Practice program at Cypress High School, as well as Raising Students Voice and Participation (RSVP)

student leadership training. These services will help our staff and students navigate, as well as continue to cultivate a safe and welcoming school climate and culture. In addition, this will support the efforts for Districtwide implementation of circle opportunities that facilitate joint dialogue to address conflict and build resolution, provide skills through transformative learning, increase awareness about our cognitive biases, as well as offer intervention strategies to regularly identify, assess, and plan initiatives to improve climate and culture across the District. Services are being provided August 13, 2020, through June 30, 2021.

Budget Implication:

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

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the amendments. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

11.24 **Agreement, Rosetta Stone**

Background Information:

Twenty percent of the District population is composed of English Learners. It has over 300 newcomer students (students who have been in the country 12 months or less). In order to provide greater support to the newcomer students, the District provides a license to each one for home and school use. This will be the District's fourth year with Rosetta Stone.

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees approved the agreement.

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

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the amendment.

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

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees approved the amendment.

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

Background Information:

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

Current Consideration:

We would like to increase opportunities for students to experience work-based learning by working with Thrively to implement Business Connections Projects and skill development playlists. This will support the District's Anaheim Educational Pledge by applying the development of the 5Cs for every student. Five high school sites (Anaheim, Kennedy, Magnolia, and Savanna high schools, as well as Cambridge Virtual Academy) will become incubators of best practices that can be scaled across the District. Thrively will collaborate

with AIME business partners to identify real-world problems faced in their industry, and will develop online, multimedia lessons that can be utilized by teachers in multiple content areas to have students apply their classroom learning to a real-world career situation. Due to school dismissal from COVID-19 all activities are being provided virtually.

Budget Implication:

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

Action:

The Board of Trustees approved the amendment.

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

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

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

Background Information:

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

Current Consideration:

Capistrano Unified School District (CUSD) has requested to enter into a MOU with the District permitting students from CUSD to be enrolled in specialized programs understanding operated by the District. The MOU for placing special education students from

CUSD in the District programs is presented to the Board of Trustees for consideration of approval. Services are being provided July 1, 2020, through June 30, 2021.

Budget Implication:

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

Action:

The Board of Trustees ratified the MOU.

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

Background Information:

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

Current Consideration:

Garden Grove Unified School District (GGUSD) has requested to enter into a MOU with the District permitting students from GGUSD to be enrolled in specialized programs understanding operated by the District for the 2020-21 year. The MOU for placing special education students from GGUSD in the District programs is presented to the Board of Trustees for consideration of approval. Services are being provided August 1, 2020, through June 30, 2021.

Budget Implication:

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

Action:

The Board of Trustees ratified the MOU.

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

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees ratified the MOU.

11.32 **Amendment, Contract, IXL Learning**Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees approved the amendment.

HUMAN RESOURCES

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

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

Current Consideration:

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

through July 31, 2025. The agreement amendment will be signed following approval by the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees approved the agreement amendment.

11.34 **2020-21 Salary Schedules**

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees adopted the salary schedules for CSEA, Confidential, MMA, Management, Administrators, Counselors, and Teachers salary schedules within the larger combined "Complete AUHSD Salary Schedule" as submitted.

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

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees accepted the report.

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

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the report.

11.37 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the report, as amended prior to the adoption of the agenda.

11.38 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

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

Background Information:

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

Current Consideration:

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

Budget Implication:

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

Action:

The Board of Trustees approved payment for the superintendent and Board members that request to attend the conference, with payment of their necessary expenses.

12. SUPERINTENDENT AND STAFF REPORT

Superintendent Matsuda announced that the District won its 6th CSBA Golden Bell Award for the AIME program and thanked the AIME team and Dr. Bryant for their work on the nomination. Additionally, he thanked Dr. Jennifer Root, assistant superintendent, Business Services for her work and ability to create cohesion between departments, as well as wished her success as the new Superintendent of Menifee Union School District.

Mr. Jackson expressed he is very proud of Dr. Root's accomplishments and thankful for her service to the District.

Mr. Widell thanked Dr. Root for her work in the District and wished her the best at Menifee Union School District.

13. BOARD OF TRUSTEES' REPORT

Trustee O'Neal expressed his appreciation for Dr. Root and the knowledge she brought to the District, as well as wished her the best at Menifee Union School District.

Trustee Jabbar praised Dr. Root's work and ability to collaborate. In addition, he thanked Supervisor Doug Chafee's office for presenting 10 Wi-Fi on Wheels units to the District, as well as shared he attended the NOCROP Board meeting.

Trustee Piercy stated that Dr. Root did a phenomenal job as Assistant Superintendent and wished her well on her new position. Additionally, she shared she attended the Insurance Committee meeting, an Orange County Business Council webinar, OCDE webinar, and Virtual Coffee with the Principal at Lexington Junior High School.

Trustee Smith expressed her gratitude for Dr. Root, as well as reported that she attended the Insurance Committee meeting.

Trustee Randle-Trejo wished Dr. Root good luck in her new position and thanked her for her contributions to the District.

14. ADVANCE PLANNING

14.1 **Future Meeting Dates**

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

Tuesday, December 15

14.2 **Suggested Agenda Items**

Trustee Jabbar requested to agendize the reopening of negotiations for the Community Benefits Agreement to include Western High School.

15. ADJOURNMENT

On the motion of Trustee O'Neal duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 7:12 p.m., in honor of Dr. Root. The roll call vote follows.

Ayes: Trustees O'Neal, Jabbar, Piercy, Smith, and Randle-Trejo

Approved _____
Clerk, Board of Trustees