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

NOTICE OF REGULAR MEETING

Date: July 12, 2021

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

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

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

Thursday the 15th day of July 2021

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

Individuals requesting interpretation should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, July 13, 2021, to allow reasonable arrangement to ensure interpretation services.

Study Session–3:30 p.m., Board Room

Closed Session will immediately follow at the conclusion of the Study Session.

Regular Meeting–6:00 p.m., Board Room

Michael B. Matsuda
Superintendent

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Agenda
Thursday, July 15, 2021
Study Session-3:30 p.m., Board Room
Closed Session will immediately follow at the conclusion of the Study Session.
Regular Meeting–6:00 p.m., Board Room

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

Individuals requesting interpretation should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, July 13, 2021, to allow reasonable arrangement to ensure interpretation services.

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

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, July 13, 2021, to allow for reasonable arrangements to ensure accessibility to the meeting.

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

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

3. **STUDY SESSION** ***INFORMATION ITEM***

Section 115 Trusts

A study session regarding pension and other post-employee benefit trusts will be held.

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

This is an opportunity for community members to address the Board of Trustees on closed session agenda items only. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five minutes; each topic is limited to a total of 20 minutes. Board members cannot immediately respond to public comments, as stated on the speaker request form.

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

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

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

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

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

5.4 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2021020849).

5.5 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2021040126).

5.6 To consider matters pursuant to Government Code Section 54956.9(d)(1): Conference with legal counsel, existing litigation (OAH Case No. 2021040660).

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

6.1 ***Reconvene Meeting***

The Board of Trustees will reconvene into open session.

6.2 ***Pledge of Allegiance and Moment of Silence***

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

6.3 ***Closed Session Report***

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

7. RECOGNITION *INFORMATION ITEM*

2021 California Classified Employee of the Year, National Award Nominee

The Board of Trustees will recognize Adrian Prieto for his exemplary service to the District. Mr. Prieto was selected as the OC Classified School Employee of the Year, as well as named a 2021 California Classified School Employee of the Year, National Award Nominee by State Superintendent of Public Instruction Tony Thurmond.

8. REPORTS *INFORMATION ITEMS*

8.1 ***Reports of Associations***

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

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

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

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

Opportunities for public comments occur at the beginning of each agenda item and at this time for items not on the agenda. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five minutes; each topic or item is limited to a total of 20 minutes. Board members cannot immediately respond to public comments, as stated on the speaker request form.

10. **PRESENTATION** ***INFORMATION ITEM***

Reopening of Schools, 2021-22 Year

Background Information:
On March 13, 2020, the Board of Trustees unanimously declared a local emergency due to the outbreak and spread of COVID-19. In recognition of the emergency, the District closed physical school sites for students. Despite sincere efforts to return students to campus for in-person instruction over the course of the 2020-21 year, the Board of Trustees voted to remain in distance learning through the end of the 2020-21 year based on local conditions and factors.

Current Consideration:
On May 6, 2021, the Board of Trustees unanimously adopted Resolution No. 2020/21-BOT-14, confirming the District's intention to return to a live, in-classroom instructional model for students, five full school days a week when the 2021-22 year begins in August. District staff members will provide an update on the District's progress and plans for reopening schools.

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. 2021/22-B-01, Signature Authorization*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
The Board of Trustees is requested to adopt Resolution No. 2021/22-B-01, Signature Authorization. In accordance with Education Code Section 42633, the governing board of each school district shall be responsible for filing or causing to be filed with the county superintendent of schools the verified signature of each person authorized to sign orders in its name.

Except for districts determined to be fiscally accountable pursuant to Section 42650, no order on the funds of any school district shall be approved by the county superintendent of

schools unless the signatures are on file in his office and he is satisfied that the signatures on the order are those of persons authorized to sign the order.

Current Consideration:
The Orange County Department of Education requires that all designated personnel authorized to sign various documents, and as listed on the attached resolution, be approved by the Board of Trustees.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2021/22-B-01, by a roll call vote. **[EXHIBIT A]**

11.2 ***Resolution No. 2021/22-B-02, Authorization of Approval of Vendor Claims/Orders*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
The District has been using the Orange County Department of Education's (OCDE) financial system since July 1, 2001. While the District's Accounting Department enters the vendor claims/orders for payment, OCDE is responsible for processing the physical warrant, or the electronic transfer. Before OCDE will do this process, a District administrator must approve the claims/orders for payment. OCDE requires a resolution stating the names of the administrators authorized to approve the issuance of warrants or electronic transfers.

Current Consideration:
This resolution will authorize Dr. Nancy C. Nien, Karen Orr, James Robinson, and Ester Yanez to approve vendor claims/orders payments electronically. All previous authorizations are rescinded.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2021/22-B-02, by roll call vote. **[EXHIBIT B]**

11.3 ***Resolution No. 2021/22-E-01, Annual Certification of Course-Based Independent Study for the 2021-22 Year*** ***ACTION ITEM***
(Roll Call Vote)

Background Information:
On May 7, 2020, the Board of Trustees authorized the development of a primarily virtual program of instruction called Cambridge Virtual Academy (CVA), focused on engaging students in academic content fostering the 5Cs: collaboration, communication, critical thinking, creativity, and character/compassion, which contribute to a student's resilience, emotional intelligence, as well as career and life skills. On June 18, 2020, the Board approved an updated independent study policy, Board Policy and Administrative Regulation 7807 (6158), 7807-R (AR 6158), including authorization for the District to offer a course-based independent study program for students in grades 7 through 12. CVA has operated as a course-based independent study program.

Current Consideration:
Course-based independent study differs from traditional independent study in that it measures average daily attendance through attendance based on equivalent daily instructional minutes, not the time value of work production. Education Code Sections 51749.5 and 51749.6 set forth the requirements for establishing and implementing course-based independent study. Those requirements provide that the Board of Trustees is required to annually certify that courses provided pursuant to course-based independent study are of the same rigor and educational quality as equivalent classroom-based courses, aligned to all relevant local and state content standards. That certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that a pupil is enrolled, number of equivalent instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The District has undertaken a comprehensive analysis to ensure that CVA's courses meet the statutory standards, and the resolution provides for the required annual certification of CVA courses for the 2021-22 year.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2021/22-E-01, by a roll call vote. **[EXHIBIT C]**

11.4 ***Resolution No. 2021/22-HR-01, Observance of Lincoln Day 2022*** ***ACTION ITEM (Roll Call Vote)***

Background Information:
California's public schools celebrate Lincoln Day on the Monday or Friday of the week in which February 12 occurs. The 2021-22 Student/Teacher Calendar includes the observance of Lincoln Day on Monday, February 14, 2022, in order to maintain the consistency and predictability of the Student/Teacher Calendar from year to year.

Current Consideration:
Resolution No. 2021/22-HR-01 declares that Lincoln Day during the 2021-22 year shall be observed on Monday, February 14, 2022.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2021/22-HR-01, by a roll call vote. **[EXHIBIT D]**

BUSINESS SERVICES

11.5 ***Consulting Agreement, The Ecology Center*** ***ACTION ITEM***

Background Information:
The District has an opportunity to build the Magnolia High School garden to benefit our students and our community. The garden will provide skills, training experience, and education about ecological issues, as well as lessons in biology, health, and life skills. The garden has the potential of producing upwards of 10,000 pounds of food annually that can be used for meal prep or student and community distribution.

Current Consideration:
In order to facilitate such a program, the District would like to retain the services of The Ecology Center located in San Juan Capistrano. The Ecology Center is one of the few organic farms in Orange County serving 180,000 on-site participants, 500 farmers/chefs, 700 volunteers, 45 corporations, and over 2,400 donors. They have 13 years of experience in community education, engagement, and nourishment as it relates to farming. The Ecology Center has also successfully started a farm with Encinitas Union School District's Farm Lab.

The District would like to develop the Magnolia High School garden from the initial planning phases to a developed farm with a sustainable program. It is anticipated that the process would take approximately two years, but could be longer. The Ecology Center will design, assist in identifying additional sub-contractors, provide project management, recruit for two farmers, and provide mentorship support to our students, staff, as well as community. Services will be provided July 16, 2021, through June 30, 2023, with the option to extend for up to two additional annual terms by the District's assistant superintendent, Business Services.

Budget Implication:
The total anticipated annual expenditures are listed, but amounts may be more or less based on actual usage. The total cost is estimated at $147,000 for Year 1, and $126,000 for Year 2, and each subsequent year for a maximum of two additional years. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the agreement with The Ecology Center pursuant to Public Contract Code 53060. **[EXHIBIT E]**

11.6 ***Use of Facilities Agreement, North Orange County Community College District (NOCCCD)*** ***ACTION ITEM***

Background Information:
AUHSD and NOCCCD are entering into a facilities' use agreement that allows NOCCCD the use of two classrooms for English as Second Language (ESL) classes. One class at Sycamore Junior High School, and a second class at Ball Junior High School.

Current Consideration:
The services will be provided July 18, 2021, through June 30, 2026, for use of District facilities. Under the agreement, the District will waive any facilities use fees and direct cost fees to NOCCCD.

Budget Implication:
There is no impact to budget.

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

EDUCATIONAL SERVICES

11.7 ***Subscription, Onshape*** ***ACTION ITEM***

Background Information:
Onshape provides an online product development platform that combines Computer Aided Design (CAD), built-in data management, real-time collaboration tools, and business

analytics. This software is used by industry professionals for product development, collaboration, data management, and more.

Current Consideration:
The District would like to purchase a two-year subscription to provide the Onshape platform to students in the Artificial Intelligence Pathway at Kennedy High School. Onshape is offering a two-year subscription for the price of one year. This subscription will provide students with access to industry-standard software during their coursework.

Budget Implication:
The total cost for these services is not to exceed $3,000. (Perkins Funds)

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

11.8 ***Agreement, California School Management (CSM) Consulting, Inc.*** ***ACTION ITEM***

Background Information:
Emergency Connectivity Fund (ECF) is a $7.1 billion grant included in American Rescue Plan. The grant is administered by the Universal Service Administrative Company (USAC), under the direction of the Federal Communications Commission (FCC). ECF provides discounts to assist districts to purchase equipment and services for distribution to students and school staff, for use outside the school. Equipment and connectivity would need to be used primarily for educational purposes for students and staff who would otherwise lack access to this technology.

Current Consideration:
The Education and Information Technology (EIT) Department will utilize the consultant to provide assistance including, but not limited to: ECF form filing, process, guidance, audit documentation, document management, and fund collection. The agreement brings highly-specialized and unique expertise to the District and is considered crucial to the ECF funding. The window opened on June 29, 2021. The District will apply for funding to pay for Chromebooks for use at home. The program will pay up to $400 per device. Per the request of CSM, this agreement has been signed prior to Board approval.

Budget Implication:
Services will be provided at a cost not to exceed $25,000. (General Fund)

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

11.9 ***Educational Consultant Agreement, Gavin Tierney, Ph.D.*** ***ACTION ITEM***

Background Information:
Dr. Gavin Tierney is currently an assistant professor in the Department of Secondary Education at California State University, Fullerton. He is a former alternative high school teacher and received his Ph.D. in Learning Sciences from the University of Washington. Gavin's research focuses on youth participatory design within research-practice partnerships, classroom assessment, as well as youth identity development and engagement, all with an emphasis on educational equity. His current projects include research on learning and identity development using digital badges in informal STEM programs; identity development and re-engagement of youth in alternative education; and supporting learning and transfer in project-based learning (PBL) courses.

Current Consideration:
The District would like to partner with Dr. Tierney to create student and teacher co-designed projects for long-term English Learners that supports the connection to their lives and their authentic voice in the projects. Dr. Tierney will provide professional learning for curriculum specialists and teachers on student and teacher co-designed PBL curriculum. This partnership supports the implementation of the Career Preparedness Systems Framework (CPSF). Services will be provided July 26, 2021, through June 30, 2023.

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

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

11.10 ***Educational Consultant Agreement, James Lam*** ***ACTION ITEM***

Background Information:
Mr. James Lam has over 25 years of experience that involves grant writing, grant making, and contract/business proposal writing in the nonprofit, private, as well as government sectors. His nonprofit experience includes grant writing for community-based organizations, VNCOC, Inc., and OCAPICA, Inc., as well as grant writing duties at The California Endowment, where he helped approve and manage over $10 million awarded to nonprofit organizations and public agencies.

Current Consideration:
The District would like to hire Mr. Lam as a consultant to assist the District in writing and submitting strong and effective grant proposals for unrestricted and restricted funds along with managing, writing, compiling, and submitting grant reports in a timely fashion. Further, Mr. Lam will be responsible for researching prospective funders that align with the District's vision and mission. Services will be provided August 1, 2021, through July 31, 2022.

Budget Implication:
The total cost for these services is not to exceed $20,000. (LCFF Funds)

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

11.11 ***Subscription Proposal, San Bernardino County Superintendent of Schools, Organization Management System (OMS)*** ***ACTION ITEM***

Background Information:
Organization Management System (OMS), hosted by the San Bernardino County Superintendent of Schools, provides a secure, convenient online workshop registration and reporting system to school districts, county offices of education, the California Department of Education, several educational nonprofit organizations, and other specialized programs throughout California.

Current Consideration:
The District would like to purchase a District subscription to OMS for use with our staff, families, and community stakeholders. The OMS subscription allows for private and public registration, as well as monitoring of events and activities, with access to view live data,

including participation information, participant comments, send correspondence within the OMS event, track attendance, and reports based on participant information. The purchase of this subscription also includes professional development and direct technical support for the District. Services are being provided July 1, 2021, through June 30, 2022.

Budget Implication:
The total amount of the expenditures is not to exceed $6,000 for one year. (Title I Funds)

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

11.12 ***Subscription, Drama Notebook*** ***ACTION ITEM***

Background Information:
The District and Board of Trustees has 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. In the 2020-21 year, teachers provided feedback on applications that will supplement the District's existing learning platforms. Drama Notebook was identified as a need by District teachers.

Current Consideration:
The District is reviewing Drama Notebook and other supplemental educational technology applications during the 2021-22 year to advocate for standard applications in the school years that follow. Services will be provided August 1, 2021, through July 31, 2022.

Budget Implication:
The total cost for these services is not to exceed $917.40. (Title IV Funds)

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

11.13 ***Subscription, Theatrefolk Ltd.*** ***ACTION ITEM***

Background Information:
The District and Board of Trustees has 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. In the 2020-21 year, teachers provided feedback on applications that will supplement the District's existing learning platforms. Theatrefolk was identified as a need by District teachers.

Current Consideration:
The District is reviewing Theatrefolk and other supplemental educational technology applications during 2021-22 year to advocate for standard applications in the school years that follow. Services will be provided August 1, 2021, through July 31, 2022.

Budget Implication:
The total cost for these services is not to exceed $4,639.80. (Title IV Funds)

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

11.14 ***Operational Agreement, Orange County Gang Reduction Intervention Partnership (OC GRIP)*** ***ACTION ITEM***

Background Information:
The purpose of OC GRIP is to prevent at-risk minors in grades 4-8 from joining a criminal street gang and to promote opportunities, as well as education to help students make the right choices. OC GRIP works with the Orange County Probation Department, school districts, private businesses, nonprofit organizations, and faith-based groups. OC GRIP also works closely with Waymakers, a nonprofit organization that supports children, counsels families, and educates communities. Faith-based organizations, 400 private businesses, and community groups also partner with the program.

Current Consideration:
The District would like to partner with OC GRIP by providing the requested funding for the Waymakers Case Manager. Waymakers case managers are critical to the success of OC GRIP. The case managers will assist the team in working with students and parents in addition to tracking their progress. They make weekly phone calls and in-person visits with each student and family through case management. They assist the team with goal identification and follow through with communication, education, resources, and documentation. Services are being provided July 1, 2021, through June 30, 2022.

Budget Implication:
The total cost for these services is not to exceed $7,011.60. (Expanded Learning Opportunity Grant Funds)

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

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

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

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

11.15.1 Future Business Leaders of America, Cambridge Virtual Academy **[EXHIBIT O]**
11.15.2 Humanitarian Research Association, Cypress High School **[EXHIBIT P]**

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

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

HUMAN RESOURCES

11.16 ***Agreement, Hope International University*** ***ACTION ITEM***

Background Information:
The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their fieldwork requirements and to gain valuable experience in a professional setting within our District school sites.

Current Consideration:
University students will meet with school site master teachers to be involved in the students' preparation for student teaching. This agreement provides opportunities for student teachers to observe, participate, assist, and teach in the master teacher's classroom for one semester. Master teachers will model to the student teacher effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. Additionally, professional attire, development, and conduct will be reviewed. This agreement will be in effect July 1, 2021, through June 30, 2023.

Budget Implication:
There is no impact to the budget.

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

11.17 ***Agreement, Portland State University*** ***ACTION ITEM***

Background Information:
The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their fieldwork requirements and to gain valuable experience in a professional setting within our District school sites.

Current Consideration:
University students will meet with school site master teachers to be involved in the students' preparation for student teaching. This agreement provides opportunities for student teachers to observe, participate, assist, and teach in the master teacher's classroom for one semester. Master teachers will model to the student teacher effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. Additionally, professional attire, development, and conduct will be reviewed. This agreement will be in effect July 16, 2021, through July 15, 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 approve the agreement. **[EXHIBIT R]**

11.18 ***Salary Increase for Executive Director, Greater Anaheim Special Education Local Plan Area (GASELPA)*** ***ACTION ITEM***

Background Information:
The executive director of GASELPA is a non-bargaining employee of the District. Salaries for unrepresented and contract employees may be reviewed and adjusted, per the employment

agreement. The AUHSD Board of Trustees must approve changes to the salaries for unrepresented and contract employees even when District funds are not used and salaries are paid using pass-through funds.

Current Consideration:
Due to the salary increase reached with the bargaining and non-bargaining employee associations of the District, the salary increase for the executive director of GASELPA shall increase by 3.26 percent using pass-through funds. This increase was approved by the GASELPA Board of Trustees on June 23, 2021.

Budget Implication:
There will be no direct impact to the District's budget. The executive director of GASELPA salary increase is estimated to be $6,816, for a total annual salary of $215,890, effective July 1, 2020. This additional expense will be paid using GASELPA funds.

Staff Recommendation:
It is recommended that the Board of Trustees approve the salary increase.

12. **CONSENT CALENDAR** ***ACTION ITEM***

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

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

BUSINESS SERVICES

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

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

Current Consideration:
The District will provide career guidance specialists to NOCROP to provide guidance functions, as determined by the District. NOCROP will provide a statement of performance objectives for each career guidance specialist to the District and to each high school principal. This agreement addendum provides a calculated amount for the 2021-22 year. Services are being provided July 1, 2021, through June 30, 2022.

Budget Implication:
NOCROP will provide AUHSD with $319,750 for the services of the Career Guidance Specialists for the 2021-22 year, $1,250 per contracted ROP sections in the District for Career Guidance Specialist services. (General Fund)

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

12.2 ***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 on 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 July 1, 2021, through June 30, 2022.

Budget Implication:
The cost of these services will be for a total not to exceed $5,250, plus expenses. (General Fund)

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

12.3 ***Amendment, Post-Termination Addendum, Pinnacle Claims Management, Inc.***

Background Information:
Prior to January 1, 2018, the District utilized Pinnacle Claims Management, Inc., as the third-party administrator to support the management and oversight of the Preferred Provider Organization (PPO) services.

Current Consideration:
A Post-Termination Addendum is required for Pinnacle Claims Management, Inc. to manage and process PPO claims received for services rendered during their active service agreement, as well as deny any untimely claims. Approved at the August 13, 2020, Board meeting, the Post-Termination Addendum is in need to be extended for the period of July 1, 2021, through December 31, 2021. The amendment will be signed following Board approval.

Budget Implication:
Fees are based on the total claims processed, and actuals may vary, and are estimated to be approximately $5,000. (Health and Welfare Funds)

Staff Recommendation:
It is recommended that the Board of Trustees ratify the amendment to the Post-Termination Addendum with Pinnacle Claims Management, Inc. **[EXHIBIT U]**

12.4 ***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 our Transportation Department is not able to safely or efficiently transport the student. 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:
There is a need to continue providing individualized transportation services with Blessed Transportation and Associates, Inc. through July 15, 2022, with the option to extend for up to three additional annual terms by the District's director of Purchasing and Central Services. The District has used their services in the past with success. Due to student confidentiality, the transportation agreements have limited information provided regarding the student or family.

Budget Implication:
The total anticipated annual expenditures are listed above, but actual amounts may be more or less based on usage and market conditions. Services provided in this agreement are not to exceed $28,000 annually. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the contract with Blessed Transportation and Associates, Inc. **[EXHIBIT V]**

12.5 ***Agreement, Transportation***

Background Information:
The Board of Trustees has in past years approved the agreement to provide transportation services to GASELPA.

Current Consideration:
It is in the best interest of the District to provide transportation services to this group. The agreement will be in effect July 1, 2021, through June 30, 2022.

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

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

12.6 ***Agreement, Orange County Public Safety (OCPS)***

Background Information:
The District has worked with Orange County Public Safety (OCPS) to patrol its facilities during evening, night, weekend hours, and around-the-clock patrols during District holidays. The District has experienced a marked decrease in school vandalism and an increase in the apprehension of various perpetrators on our campuses. They have thwarted various crimes from actually happening, made arrests, and are proactive with their approach to keeping all of our campuses safe and secure after hours, and during holidays. In addition, they are the first responders for any alarm trigger.

Current Consideration:
OCPS provides a highly specialized professional service. Their officers are trained Emergency Medical Technicians (EMT), with CPR and first aid training, and also trained first responders to emergent and non-emergent situations. OCPS is well connected to local law enforcement, fire personnel, District administration, and have been working in conjunction with the Anaheim Police Department (APD) to protect our schools. They have been participating in APD task force meetings, which include internal upper management and supervisory staff, to discuss the protection of all Anaheim school campuses, and was the only non-city entity invited to participate. OCPS has been given radios with direct communication to APD.

OCPS also provides, at minimum, detailed weekly reports of incidents that occur on our campuses. They check entry points such as gates, fences, doors, and windows reporting back their findings to inform staff of potential issues. They sometimes even utilize state-of-the art technology such as the body cams to assist officers with incidents that may occur.

Full around-the-clock coverage will be provided during holidays, which will allow for higher presence on campuses when school sites are most vulnerable. Additional coverage for Non-Student/Teacher Days will also be included along with a uniformed officer at all scheduled Board of Trustees' meetings. For this term, OCPS has also included one officer with less than twenty-four-hour notification for eight hours at any site once a month.

OCPS has greatly reduced crimes to our campuses after hours while creating a presence that our schools are being patrolled regularly keeping them safe and secure.

The term of the agreement will be for two years July 16, 2021, through July 15, 2023. By entering into a two-year agreement, the cost remains unchanged from year-to-year, and will be held firm though the end of the term.

Budget Implication:
The regular monthly fee will be $16,650 for two car patrol services. (General Fund)

An additional $35,000 has been added for special events such as football games, graduation, or other requirements as needed, and may be more or less based on actual usage. (Various Funds)

Staff Recommendation:
The Board of Trustees is requested to approve the agreement with Orange County Public Safety pursuant to Government Code (GC) 53060.

12.7 ***Piggyback for the Purchase of an Athletic Fields Mowing Equipment***

Background Information:
The District's Maintenance and Operations Department utilizes two large lawn mowers to mow the athletic fields of all 18 schools in the District. The first mowing machine is more than 20 years old while the second has exceeded 15 years of service. Both pieces of equipment have been malfunctioning and are breaking down more frequently causing interruptions in the mowing operations and resulting in required repairs that cost on average $12,000 each time a repair is required. Additionally, and given their age, several of their parts required for replacement are becoming difficult to find in the market and are becoming obsolete.

At the June 17, 2021, Board meeting, the Board of Trustees approved the purchase of the first mower. The purpose of the current consent is for the purchase of the second mower.

Current Consideration:
Having newer mowing machines will result in increased reliability of these machines, more efficiency in mowing all 18 athletic fields, and will eliminate the large costs for repairs in the early years of usage.

The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with Turf Star, Inc. The equipment will be purchased utilizing DGS CMAS contracts 4-07-51-0020A. The District will utilize this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 to make the purchase as needed.

Budget Implication:
The cost is not to exceed $105,051. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees approve the purchase of a large area rotary mower utilizing DGS's CMAS contract 3-20-84-0094A to Turf Star, Inc., pursuant to Public Contract Code Sections 10298, 10299, and 12100.

12.8 ***Award of Bids***

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

Bid#	Service	Award	Amount
2022-01	Magnolia High School Relocation of 9 Portables (Measure H Funds)	Mobile Modular Construction	$637,240
2022-02	Orangeview Junior High School Reroofing of Covered Walkways (Routine Restricted Maintenance Funds)	4 Seasons Roofing, Inc.	$244,400
2022-03	Kennedy Institute of Technology (CTE Facilities Funds)	Giannelli Electric	$56,789

Staff Recommendation:
It is recommended that the Board of Trustees award Bid Nos. 2022-01, 2022-02, and 2022-03.

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 or 17546. **[EXHIBIT X]**

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 Y]**

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

Staff Recommendation:
It is recommended that the Board of Trustees ratify the reports June 8, 2021, through July 6, 2021. **[EXHIBITS Z and AA]**

12.12 ***Check Register/Warrants Report***

Staff Recommendation:
It is recommended that the Board of Trustees ratify the report June 8, 2021, through July 6, 2021. **[EXHIBIT BB]**

12.13 **SUPPLEMENTAL INFORMATION**

12.13.1 ASB Fund, May 2021 **[EXHIBIT CC]**

12.13.2 Cafeteria Fund, April 2021 **[EXHIBIT DD]**

EDUCATIONAL SERVICES

12.14 ***Agreement, Immediate Post-Concussion Assessment and Cognitive Testing (ImPACT)***

Background Information:
ImPACT is the most scientifically validated computerized neurocognitive test used by more than 7,400 high schools and 1,000 colleges and universities to help evaluate, as well as manage suspected concussions. Since 2006, over 7.5 million individuals have taken the ImPACT test. The test tracks students' symptoms and measures multiple aspects of cognitive functioning, including attention span, working memory, sustained and selective attention time, non-verbal problem solving, as well as reaction time.

Current Consideration:
ImPACT was previously used by Sports Concussion Institute, who conducted the District's baseline testing program. The District has hired athletic trainers who are qualified to conduct the ImPACT assessment directly. Through the use of ImPACT, athletic trainers will be able to effectively monitor students' post-concussion symptoms. Services are being provided July 1, 2021, through June 30, 2022. The agreement will be signed following Board approval.

Budget Implication:
The total cost is not to exceed $11,250. (General Fund)

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

12.15 ***Sales and Services Agreement, University of Irvine (UCI) Center for Educational Partnership***

Background Information:
The District has had a long-standing collaboration with the University of California, Irvine (UCI) Center for Educational Partnerships. As a member of the Anaheim Collaborative, and a pillar of our Anaheim Union Educational Pledge, UCI Center for Educational Partnerships collaborates with the District to provide students, families, as well as staff with resources and support to promote higher education.

Current Consideration:
The UCI Center for Educational Partnerships, along with the Center for Racial Justice in Education (RJIO), is offering the District a partnership at Cypress High School and Katella High School. The RJIO Program will help schools enhance their understanding of how race and racism manifests in institutions, as well as the lived experiences of youth and gain strategies for creating racial equity in institutions. The District will share all data collected and strategic plans crafted during the RJIO program with UCI Center for Educational Partnership. Services are being provided July 1, 2021, through May 31, 2022.

Budget Implication:
The total cost is not to exceed $40,000, per school. (Expanded Learning Opportunity Grant Funds)

Staff Recommendation:
It is recommended that the Board of Trustees ratify the sales and services agreement. **[EXHIBIT FF]**

12.16 ***Amendment, Educational Consulting Agreement, CharacterStrong***

Background Information:
On May 6, 2021, the District entered into an agreement with CharacterStrong. CharacterStrong is a character education and social-emotional learning (SEL) curriculum and professional development company that creates positive habits through ideas-based practice. There are three components to their curriculum: Gym, Leadership, and Advisory.

Current Consideration:
The current agreement with CharacterStrong provides gym activities and resources to foster relationships between students and/or staff. An amendment is needed to the funding source associated with this consultant agreement. All other terms and conditions remain intact.

Budget Implication:
The total cost for these services is not to exceed $70,000. (Expanded Learning Opportunity Grant Funds)

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

12.17 ***Addendum, Memorandum of Understanding (MOU), Orange County Asian and Pacific Islander Community Alliance (OCAPICA)***

Background Information:
OCAPICA was established in 1997 with the mission to build a healthier and stronger community by enhancing the wellbeing of Asians and Pacific Islanders through inclusive partnerships in the areas of service, education, advocacy, organizing, and research. OCAPICA has provided services such as social, emotional and academic support groups, career development, civic engagement, as well as community services for students and families across the District's high school sites. The goal of OCAPICA's presence in the District is to provide support to Asian and Pacific Islander students, as well as other youth.

Current Consideration:
The purpose of this addendum is to implement the program services and overall management of the community farm located at Magnolia High School. The District and OCAPICA will work collaboratively to develop and implement farming and nutrition programming for students and their families. OCAPICA will provide a program manager and program coordinator to lead and coordinate programming, as well as staffing to provide additional resources and services onsite as needed to support District students and families. Services are being provided July 1, 2021, through June 30, 2022. The agreement will be signed following Board approval.

Budget Implication:
The total cost for these services is not to exceed $55,000. (General Fund)

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

12.18 ***Memorandum of Understanding (MOU), Anaheim Family YMCA***

Background Information:
The District has provided afterschool programs through a partnership with the Anaheim Family YMCA. The Anaheim Achieves program currently operates at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools. The YMCA also operates after-school programs at Anaheim, Katella, Loara, Magnolia, and Western high schools. The YMCA provides program administration, staffing, equipment, materials, training, data collection, and evaluation for the aforementioned schools.

Current Consideration:
Based on the growing needs of the community, the Anaheim YMCA agrees to provide an after-school program for the students at Lexington and Walker junior high schools. Services will be provided July 16, 2021, through May 26, 2022. The agreement will be signed following Board approval.

Budget Implication:
The total cost is not to exceed $200,000. (Expanded Learning Opportunity Grant Funds)

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

12.19 ***Educational Consulting Agreement, Water Safety Guy***

Background Information:
Water Safety Guy provides high-quality training alternatives that meet or exceed important scientific and regulatory guidelines and are equivalent to industry leaders. Training program content and standards are equivalent to that of the American Heart Association and the American Red Cross. Where applicable, these programs also comply with Occupational Safety and Health Administration (OSHA) requirements, as well as state and local emergency regulations. It is the mission of Water Safety Guy to develop safety training/certification programs and courses targeted to meet student needs and comply with regulations.

Current Consideration:
Water Safety Guy will provide a water safety certification training for District high school physical education teachers who do not have current certification. Services will be provided July 16, 2021, through October 31, 2021.

Budget Implication:
The costs for these services are not to exceed $3,000. (Title IV funds)

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

12.20 ***Service Agreement, Platform Athletics, LLC dba PLT4M***

Background Information:
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, which meets state and national 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 will be provided September 1, 2021, through August 31, 2022.

Budget Implication:
The costs for these services are not to exceed $10,000. (Title IV funds)

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

12.21 ***Service Agreement, Strong Workforce Program (SWP) K12 Pathway Improvement Grant (Round 3)***

Background Information:
The K12 Strong Workforce Program (SWP) 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" (Education Code 88827). The workforce developments within each region are informed by the Strong Workforce Program (SWP) Regional Plan.
The District opted into a joint application with the Orange County Department of Education (OCDE) focused on three initiatives: Maximizing K-14 Alignment and Partnerships to Expand High-Quality CTE for Orange County Students, Orange County Educators Enhancing Student Engagement to Develop Essential Skills for Workforce Readiness, and Building Sustainable Career Education Infrastructure from Elementary through High School to Community College. The funding will provide professional development for teachers, workshops, dual enrollment, and industry certification opportunities for students, and curriculum development focused on these critical workplace topics.

Current Consideration:
SWP funding was awarded to OCDE, and OCDE would like to enter into a service agreement with the District to implement these initiatives and to provide the funding to the District. The term of this agreement is January 1, 2021, through June 30, 2023.

Budget Implication:
The District will receive funding under this agreement in the amount of $279,395.

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

12.22 ***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. Brian Dozer, President 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 District's annual College and Career Fair.

Current Consideration:
Vital Link will continue to assist 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 continue to assist in the coordination of the District's annual College and Career Fair. Services will be provided July 15, 2021, through June 30, 2022.

Budget Implication:
The total cost for these services is not to exceed $20,525. (Strong Workforce Grant Funds)

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

12.23 ***Memorandum of Understanding (MOU), Big Brothers Big Sisters of Orange County and the Inland Empire (BBBSOC)***

Background Information:
The District, in partnership with Big Brothers Big Sisters of Orange County (BBBS), would like to provide mentoring opportunities to District students to help them find their voice and purpose and pursue their college and career goals. These mentoring programs provide opportunities for high school students to receive mentoring from college students, as well as for District high school students to mentor students in partner elementary schools. In addition, through the BBBS Bigs with Badges program, students will be matched with a positive role model from a local law enforcement agency. Finally, the Workplace Mentoring program will match students interested in healthcare careers with a mentor from Children's Hospital of Orange County (CHOC).

Current Consideration:
The District would like to renew its partnership with Big Brothers Big Sisters to continue offering its mentoring programs to District students. Services will be provided from August 1, 2021, through June 30, 2022.

Budget Implication:
The total cost for these services is not to exceed $25,000. (Strong Workforce Grant Funds)

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

12.24 ***Memorandum of Understanding (MOU), OCDE CTE Teacher Credentialing Program***

Background Information:
The Orange County Department of Education (OCDE) Career and Technical Education (CTE) Credentialing Program provides program coursework and support to teachers seeking a Designated Subjects CTE Credential. This credential qualifies teachers to teach CTE coursework, and for students and schools to qualify for CTE pathway completion with the California Department of Education.

Current Consideration:
The OCDE CTE Credentialing Program would like the District to identify a representative to collaborate on enrolling teachers in the program and participate on an advisory council. In addition, OCDE would like the District to assist in assigning mentors to CTE preliminary credential holders. Services will be provided July 1, 2021, through June 30, 2022.

Budget Implication:
There is no impact to the budget.

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

12.25 ***Independent Contractor Agreement, Anxiety and Depression Center, Jeanette Morgan, PsyD.***

Background Information:
The Anxiety and Depression Center provides threat assessment evaluations of students and their families at the request of the District to help determine next steps, supports, and

services. The center also provides assessment evaluations for students as requested by the Special Youth Services Department.

Current Consideration:
The Anxiety and Depression Center is used by the District when there is a need for an in-depth assessment, a significant concern that a student may be a danger to self or others, and/or requires further emergency assessment. The Anxiety and Depression Center will provide clinical evaluations that must be conducted by a clinical psychologist who has experience diagnosing and treating significant mental health issues. Services will be provided July 1, 2021, through June 30, 2022.

Budget Implication:
The total cost is not to exceed $50,000. (LCFF Funds)

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

12.26 ***Amendment Agreement, North Orange County Community College District (NOCCCD), College and Career Access Pathways (CCAP), Dual Enrollment Partnership, Cypress College and Fullerton College 2019-21 Years***

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

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

Budget Implication:
There is no impact to the budget.

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

12.27 ***Amendment Agreement, North Orange County Community College District (NOCCCD), College and Career Access Pathways (CCAP), Dual Enrollment Partnership, Cypress College and Fullerton College 2021-24 Years***

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

Current Consideration:
An agreement with NOCCCD, through Cypress College and Fullerton College, was approved on July 12, 2018, to offer dual enrollment courses at the following school sites: Anaheim, Cypress, Gilbert, Katella, Kennedy, Loara, Magnolia, Polaris, Savanna, and Western high schools, as well as Oxford Academy and Cambridge Virtual Academy. An amendment is necessary to include additional courses. All other terms of the agreement remain intact. The amendment will be signed following Board approval.

Budget Implication:
There is no impact to the budget.

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

12.28 ***Client Services Agreement, Hanover Research Council***

Background Information:
Hanover Research Council is a full-service, research company that offers on-demand custom research through a partnership model, for a fixed annual cost. Research solutions provided by Hanover Research Council may include quantitative and qualitative data analysis, reviews of literature, survey research, benchmarking, and market evaluation. A partnership model with Hanover Research Council supports long-term, data-driven planning and decision-making for the District, by providing action-oriented research reports consistent with our strategic vision.

Hanover Research Council has provided quality research reports for the District since the 2014-15 year. These comprehensive research reports include: Predictive Factors for A-G completion, yearly analysis of our LCAP survey instrument and LCAP survey results, best practices in student badging, benchmarking study of virtual high schools, and Parent Leadership Academy survey analysis. Currently Hanover Research Council is completing a Parent Leadership Academy survey design and the 2021 LCAP survey analysis.

Current Consideration:
The District will continue to work with Hanover Research Council to determine the effectiveness of selected District programs, as well as the Career Preparedness Systems Framework implementation. The data-informed feedback will also allow the District to prioritize focus areas and monitor the best use of District resources. All research solutions are available to the District in an unlimited amount within the confines of one sequential project queue. Hanover Research Council reports that each research project can be completed within a six-to-eight-week window. In addition to the custom research solutions, the District will continue to receive reports on a myriad of topics to share with school site administrators and staff. Services will be provided September 23, 2021, through September 22, 2024. The agreement will be signed following Board approval.

Budget Implication:
Services will be provided at a cost not to exceed $46,000 for the 2021-22 year. (LCFF Funds)

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

12.29 ***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, 2021, through June 30, 2022.

Budget Implication:
There is no impact to the budget.

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

12.30 ***Memorandum of Understanding (MOU), Orange County Superintendent of Schools***

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

Current Consideration:
The MOU between the Orange County Superintendent of Schools and the District allows students who live within District boundaries to be placed into county operated special education programs. Placement in county programs occurs if recommended by an Individualized Educational Plan due to the District's inability to meet the student's needs. Services are being provided July 1, 2021, through June 30, 2022.

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

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

12.31 ***Agreement, Orange County Superintendent of Schools and Orange County Health Care Agency (OCHCA)***

Background Information:
Following the legislative changes that shifted responsibility for providing educationally related mental health services to school districts, the Orange County Department of Education (OCDE) and OCHCA negotiated an agreement that allowed school districts to contract with OCHCA to provide educationally-related mental health services to students with special needs. Since the 2012-13 year, Proposition 63 funds that had been allocated to OCHCA for mental health services were allocated directly to school districts to provide such services.

Current Consideration:
Due to the unique nature of providing direct mental health services, the District intends to continue to use the expertise of OCHCA to provide mental health services for the 2021-22 year. Services are being provided July 1, 2021, through June 30, 2022. The agreement will be signed following Board approval.

Budget Implication:
Funds for mental health services that were previously provided to OCHCA are now being provided directly to the District. Mental health funds have been budgeted by the District to offset these costs. (Special Education Funds)

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

12.32 ***Educational Consulting Agreement, Language Network, Inc.***

Background Information:
The English Learner and Multilingual Services Department provides translation and interpretation services in the languages in highest demand in the District (Spanish, Vietnamese, Korean, and Arabic). There are 54 languages represented in the District and many languages the District is not able to support. Families require periodic translation and/or interpretation services in many different languages to assist with health, safety, and mandated educational issues.

Current Consideration:
The Language Network provided translation and interpretation services in the 2020-21 year in Farsi, Hindi, Urdu, Tagalog, Punjabi, and Bengali, as well as Mandarin Chinese. These services included parent interpretation support in meetings, and the translation of written documents, primarily for Individualized Education Plan (IEP) meetings. It is projected that this demand will continue to increase in the 2021-22 year. Services will be provided August 1, 2021, through July 31, 2022.

Budget Implication:
The total cost for these as-needed services is not to exceed $35,000. (LCFF funds)

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

12.33 ***Memorandum of Understanding (MOU), Anaheim Regional Medical Center (ARMC) Tobacco Cessation Services***

Background Information:
The District is the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant between Anaheim Elementary School District (AESD) and the District, in the amount of $1,682,000, for a three-year term (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. Grant goals include revitalizing the promotion of available intervention, cessation services, and anti-tobacco messages, as well as increase efforts to educate parents about alternative tobacco products and current issues, as well as where to access intervention and cessation services. With the TUPE grant it would be beneficial to all involved to consider using Anaheim Regional Medical Center's (ARMC's) in-kind intervention and cessation services for our students, staff, and parents, as well as to streamline services within the alternative to suspension, Pathways to Success program.

Current Consideration:
ARMC has a Tobacco Cessation Department for the Youth Division, which is funded by the Orange County Health Care Agency (OCHCA) and Tobacco Use Prevention Program (TUPP). It is the intention to continue an Assignment to Tobacco Intervention/Cessation Program Series for the District as an alternative to the suspension program within the Pathways to Success program. This would include modifying current practice from suspension to changing behavior and making a real difference in life choices. ARMC has an 84 percent cessation rate for its youth program. Services are being provided July 1, 2021, through June 30, 2023.

Budget Implication:
There is no impact to the budget.

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

HUMAN RESOURCES

12.34 ***2020-21 Fourth Quarterly Report, Williams Uniform Complaints***

Background Information:
The Williams Uniform Complaints report summarizes all complaints relative to adequate textbooks and instructional materials, teacher vacancies or misassignments, facilities conditions, and intensive instruction, as well as 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, April 1, 2021, through June 30, 2021, states there were no complaints during this quarter.

Budget Implication:
There is no impact to the budget.

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

12.35 ***Agreement Amendment, 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, as well as 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:
The Board of Trustees approved the LEAD agreement on October 15, 2020. This agreement amendment will extend the agreement through July 31, 2023, and will be signed following approval by the Board of Trustees.

Budget Implication:
There is no impact to the budget.

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

12.36 ***Certificated Personnel Report***

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

12.37 ***Classified Personnel Report***

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

SUPERINTENDENT'S OFFICE

12.38 ***Board Policy, Repeal Multiple Policies, First Reading*** ***INFORMATION ITEM***

Background Information:
The District is continuing the process of reviewing Board policies, administrative regulations, and bylaws to ensure conformity with the recommendations of the California School Boards Association (CSBA) through the Gamut Online System. Gamut is an online policy information service that incorporates the complete CSBA Policy Update Reference Manual, which contains more than 650 sample policies, regulations, and exhibits, and is updated continually.

Current Consideration:
Staff is recommending the elimination of several outdated and obsolete policies. Board Policy 3301.04, Organizational Chart-Deputy Superintendent was last revised in 2009 and

relates to a position that no longer exists. Board Policy 71106.02, Adult Education Program; Board Policy 7510, Adult Education; and Board Policy 7901.10, Incidental Materials, Adult Education were last revised in 2004 and 2005 and relate to a program that no longer exists.

12.38.1 Repeal Board Policy 3301.04, Organizational Chart-Deputy Superintendent **[EXHIBIT CCC]**
12.38.2 Repeal Board Policy 71106.02, Adult Education Program **[EXHIBIT DDD]**
12.38.3 Repeal Board Policy 7510, Adult Education **[EXHIBIT EEE]**
12.38.4 Repeal Board Policy 7901.10, Incidental Materials, Adult Education **[EXHIBIT FFF]**

Budget Implication:
There is no impact to the budget.

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

12.39 ***Memoranda of Understanding (MOU), Ivy Education & Technology Ltd. and Jinan Foreign Language School***

Background Information:
Following Board approval on October 10, 2019, the superintendent and assistant superintendent, Educational Services traveled to Shandong, China in November 2019 to visit local Education Bureaus as part of the District's commitment to grow AUHSD's international programs. On December 12, 2019, the Board approved a memorandum of understanding and series of letters of intent to create an international education initiative, including a program whereby students who complete two years of instruction at their home school and transfer to an AUHSD high school for grade 12, as part of a three-year program students will receive an AUHSD high school diploma upon successful completion of graduation requirements. Other goals of the partnership include the provision of short-stay visits and professional development for Chinese teachers. Unfortunately, COVID-19 school closures prevented full implementation of the international program contemplated by the agreements.

Current Consideration:
The District is committed to growing its international programs, which create exchanges exposing both the international students and AUHSD students to different cultures and experiences. The District's MOU with Ivy Education & Technology Ltd. expired on June 30, 2021, and the parties seek to extend their existing relationship to implement and grow the F-1 program, including through an agreement with Jinan Foreign Language School to authorize the District's participation in a three-year program, including two-years of U.S.-based curriculum in China in preparation for a culminating year in the U.S. for eligible F-1 students.

Budget Implication:
The District will receive tuition for each F-1 Visa student enrolled in an AUHSD school. In addition, the District will receive compensation for any short-stay visits or professional development provided.

Staff Recommendation:
It is recommended that the Board of Trustees approve the memoranda of understanding/agreements with Ivy Education & Technology Ltd. and Jinan Foreign Language School. **[EXHIBITS GGG and HHH]**

12.40 ***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 Delegate Assembly will be held November 30, 2021, through December 1, 2021, and the California School Boards Association's Annual Conference and Trade Show 2021 will be held December 2, 2021, through December 4, 2021, in San Diego, California.

Budget Implication:
The conference registration rates, per person, are as follows: early registration, $595 (June 8-August 13); regular registration, $625 (August 14-November 12); and late registration, $870 (November 13-November 23). Hotel rates will vary. (General Fund)

Staff Recommendation:
It is recommended that the Board of Trustees discuss and/or approve payment for the superintendent and Board members that request to attend the conference, with payment of necessary expenses (registration, travel, hotel, parking, taxi, etc.)

12.41 ***Conferences and/or Meetings***

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

The Network for Public Education, October 23-24, 2021, Philadelphia, PA, at a cost not to exceed $1,800. (General Fund)

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

12.42 ***Board of Trustees' Meeting Minutes***

12.42.1 June 17, 2021, Regular Meeting **[EXHIBIT III]**
12.42.2 June 24, 2021, Regular Meeting **[EXHIBIT JJJ]**

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 next meeting of the Board of Trustees will be held on Thursday, August 12, 2021, at 6:00 p.m.

Tuesday, September 14	Thursday, November 18
Thursday, October 14	Tuesday, December 14

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 morales_p@auhsd.us by 5:00 p.m. on Tuesday, July 13, 2021.

EXHIBIT A

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

SIGNATURE AUTHORIZATION

RESOLUTION NO. 2021/22-B-01

July 15, 2021

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

WHEREAS, it is necessary to authorize certain offices of the Anaheim Union High School District to sign District documents in order to conduct the business of the District; and

WHEREAS, legal and county requirements are that said signatures be duly adopted and recorded.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Anaheim Union High School District hereby authorizes the following named persons of the Anaheim Union High School District to sign the documents as indicated.

Resolution No. 2021/22-B-01 Signature Authorization	**Federal/State/ County Documents**	**Contracts & Agreements**	**Inter-District Agreements**	**Purchase & Bid Documents**	**Personnel Documents/Contracts**	**Payroll Documents**	**Check/Savings**	**"B" Warrants/Accounts Payable Batches**	**Warrant Registers**	**Travel Reimbursements**
Michael Matsuda, Superintendent	X	X	X	X	X	X	X	X	X	X
Michael Matsuda, Superintendent (Facsimile)	X							X	X	
Nancy C. Nien, Ph.D., Assistant Superintendent, Business	X	X	X	X	X	X	X	X	X	X
Nancy C. Nien, Ph.D., Assistant Superintendent, Business (Facsimile)	X							X	X	
Jaron Fried, Ed.D., Assistant Superintendent, Education	X	X	X		X	X	X			X
Brad Jackson, Assistant Superintendent, Human Resources	X	X			X	X	X			X
Brandon Tietze, Executive Director, Human Resources, Classified	X				X	X				
Scott Jensen, Director, Human Resources Certificated	X				X	X				

Rita Ray, Director, Human Resources Certificated	X				X	X				
James Robinson, Executive Director, Business Services	X							X		
Celeste Kruger, Director, Special Youth Services		X	X							
Karen Orr, Controller						X		X	X	
Ester Yanez, Accounting Manager						X		X	X	
Brad Minami, Director, Purchasing and Central Services		X		X						
Orlando Griego, Director, Food Services	X						X			
Darryl Felder, Payroll Supervisor						X				

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Anaheim Union High School District this 15th day of July 2021, by the following 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, 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 the 15th day of July, and passed by a roll call vote of the members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of July 2021.

_____

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

AUTHORIZATION OF APPROVAL OF VENDOR CLAIMS AND/OR ORDERS

RESOLUTION NO. 2021/22-B-02

July 15, 2021

I, Katherine H. Smith, clerk of the Board of Trustees of the Anaheim Union High School District of Orange County, California, hereby certify that the said Board at a regular meeting thereof, held on the 15th day of July 2021, adopted by a majority vote of said Board, a resolution that the following named persons be authorized to approve vendor payments electronically, effective the 16th day of July 2021; and that all previous authorizations for approval are rescinded. This resolution further states that when the authorization is exercised, the claims and orders have been ordered paid by said Board, and have processed pursuant to the provisions of Education Code Sections 42630-34/85230-34.

Name Types	Signature
Nancy C. Nien	_____
Karen Orr	_____
James Robinson	_____
Ester Yanez	_____

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of July 2021.

_____
Katherine H. Smith
Clerk, Board of Trustees

AYES:

NOES:

ABSTAIN:

ABSENT:

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

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

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

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

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

ANNUAL CERTIFICATION OF COURSE-BASED INDEPENDENT STUDY FOR 2021-22

RESOLUTION NO. 2021/22-E-01

July 15, 2021

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

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

WHEREAS, those requirements provide that the Board of Trustees is required to annually certify that courses provided pursuant to course-based independent study are of the same rigor and educational quality as equivalent classroom-based courses, aligned to all relevant local and state content standards; and

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

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

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

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees of the Anaheim Union High School District certifies for the 2021-22 school year as follows:

1. The courses listed in the CVA Course List are of the same rigor and educational quality as equivalent classroom-based courses, aligned to all relevant local and state content standards.

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

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

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

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

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on July 15, 2021, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of July 2021.

_____

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

CAMBRIDGE
VIRTUAL ACADEMY

CAMBRIDGE VIRTUAL ACADEMY
2021-2022 COURSE LIST

High School Courses

English/ Language Arts

Course Numbers	Title	Credits
EN100F	English 1	5
EN100S	English 1	5
EN101F	English 1 H	5
EN101S	English 1 H	5
EN105F	English 9 H/Social Entrepreneurship	5
EN105S	English 9 H/Social Entrepreneurship	5
EN200F	English 2	5
EN200S	English 2	5
EN201F EN920F	English 2 H	5
EN201S EN920S	English 2 H	5
EN300F EN930F	English 3	5
EN300S EN930S	English 3	5
EN301F EN931F	AP English Language & Composition	5
EN301S EN931S	AP English Language & Composition	5
EN400F EN940F	English 4	5
EN400S EN940S	English 4	5
EN401F EN941F	AP English Literature	5
EN401S EN941S	AP English Literature	5
EN942F	Reading Movies: Film Literacy	5
EN942s	Reading Movies: Film Literacy	5

CAMBRIDGE
VIRTUAL ACADEMY

2021-2022 COURSE LIST

High School Courses

Mathematics

Course Numbers	Title	Credits
MA100F	Integrated Math 1	5
MA100S	Integrated Math 1	5
MA101F	Integrated Math 1-2 H	5
MA101S	Integrated Math 1-2 H	5
MA200F	Integrated Math 2	5
MA200S	Integrated Math 2	5
MA201F	Integrated Math 2-3 H	5
MA201S	Integrated Math 2-3 H	5
MA300F MA930F	Integrated Math 3	5
MA300S MA930S	Integrated Math 3	5
MA301F	Pre-Calculus H	5
MA301S	Pre-Calculus H	5
MA400F	Pre-Calculus	5
MA400S	Pre-Calculus	5
MA401F	AP Calculus AB	5
MA401S	AP Calculus AB	5
MA404F	AP Calculus BC	5
MA404S	AP Calculus BC	5
MA405F	AP Statistics	5
MA405S	AP Statistics	5
MA406F MA941F	Statistics & Probability	5
MA406S MA941S	Statistics & Probability	5

CAMBRIDGE
VIRTUAL ACADEMY

2021-2022 COURSE LIST

High School Courses

Social Science

Course Numbers	Title	Credits
SS200F SS920F	Wld Hs/Cu/Ge	5
SS200S SS920S	Wld Hs/Cu/Ge	5
SS201F SS920F	Wld Hs/Cu/Ge H	5
SS201S SS920S	Wld Hs/Cu/Ge H	5
SS205F	AP European History	5
SS205S	AP European History	5
SS300F SS932F	US History	5
SS300S SS932S	US History	5
SS301F	AP US History	5
SS301S	AP US History	5
SS400 SS940	Prin Am Demo	5
SS401 SS941	AP Am Gvt & Pol	5
SS402 SS942	Economics	5
SS403 SS943	Economics H	5

Science

Course Numbers	Title	Credits
SC100F	Living Earth	5
SC100S	Living Earth	5
SC101F	Living Earth H	5
SC101S	Living Earth H	5

CAMBRIDGE
VIRTUAL ACADEMY

SC200F	Chemistry in the Earth Systems	5
SC200S	Chemistry in the Earth Systems	5
SC201F	Chemistry in the Earth Systems H	5
SC201S	Chemistry in the Earth Systems H	5
SC300F	Physics of the Universe	5
SC300S	Physics of the Universe	5
SC301F	Physics of the Universe H	5
SC301S	Physics of the Universe H	5
SC401F	AP Chemistry	5
SC401S	AP Chemistry	5
SC402F	AP Physics 1	5
SC402S	AP Physics 1	5

2021-2022 COURSE LIST

High School Courses

Physical Education

Course Numbers	Title	Credits
PE100F	PE-1	5
PE100S	PE-1	5
PE200F	PE-2	5
PE200S	PE-2	5

World Language

Course Numbers	Title	Credits
WL100F	Spanish 1	5
WL100S	Spanish 1	5
WL101F	Spanish for Spanish Speakers 1	5
WL101S	Spanish for Spanish Speakers 1	5
WL120F WL910F	Korean 1	5
WL120S WL910S	Korean 1	5
WL920F	Korean 2	5
WL920S	Korean 2	5
WL200F	Spanish 2	5
WL200S	Spanish 2	5

CAMBRIDGE
VIRTUAL ACADEMY

WL201F	Spanish for Spanish Speakers 2	5
WL201S	Spanish for Spanish Speakers 2	5
WL300F	Spanish 3	5
WL300S	Spanish 3	5
WL301F	Spanish for Spanish Speakers 3	5
WL301S	Spanish for Spanish Speakers 3	5
WL400F	Spanish 4	5
WL400S	Spanish 4	5
WL402F	AP Spanish Language	5
WL402S	AP Spanish Language	5

2021-2022 COURSE LIST

High School Courses

Electives

Course Numbers	Title	Credits
CE100F CE901F	Graphic Communications	5
CE100S CE901S	Graphic Communications	5
CE125F	Accounting Principles 1	5
CE125S	Accounting Principles 1	5
CE170F	Business/Marketing	5
CE170S	Business/Marketing	5
CE197	Careers/Finance/Technology	5
CE200F	Advanced Graphic Communications	5
CE200S	Advanced Graphic Communications	5
CE920F CE201F	Advanced Graphic Communications H	5
CE920S CE201S	Advanced Graphic Communications H	5
CE9191F	Introduction to Computer Science	5
CE9191S	Introduction to Computer Science	5

CAMBRIDGE
VIRTUAL ACADEMY

CE261F	AP Computer Science Principles	5
CE261S	AP Computer Science Principles	5
CE270F	Business Entrepreneurship	5
CE270S	Business Entrepreneurship	5
CE911F	Video Production	5
CE911S	Video Production	5
CE912F	Digital Animation	5
CE912S	Digital Animation	5
ND130F	Oral Expression & Interpretation	5
ND130S	Oral Expression & Interpretation	5
ND120F	ASB Student Leadership	5
ND120S	ASB Student Leadership	5
SS100F SS910F	AP Human Geography	5
SS100S SS910S	AP Human Geography	5
SS208F	History Through Art	5
SS208S	History Through Art	5
SS308F	Cultural Experience in American Ethnic Studies	5
SS308S	Cultural Experience in American Ethnic Studies	5
SS309F SS930F	Psychology	5
SS309S SS930S	Psychology	5
SS310F SS931F	AP Psychology	5
SS310S SS931S	AP Psychology	5
VP124F VP910F	Draw Paint 1	5
VP124S VP910S	Draw Paint 1	5
VP127F	AP Art History	5
VP127S	AP Art History	5
VP171F	Concert Choir	5
VP171S	Concert Choir	5
VP195F	AP Music Theory	5
VP195S	AP Music Theory	5

CAMBRIDGE
VIRTUAL ACADEMY

2020-2021 COURSE LIST

Junior High School Courses

English/ Language Arts

Course Numbers	Title	Credits
EN700F	English 7	5
EN700S	English 7	5
EN701F	English 7 H	5
EN701S	English 7 H	5
EN800F	English 8	5
EN800S	English 8	5
EN801F	English 8 H	5
EN801S	English 8 H	5

Mathematics

Course Numbers	Title	Credits
MA700F	Math 7	5
MA700S	Math 7	5
MA701F	Math 7 H	5
MA701S	Math 7 H	5
MA800F	Math 8	5
MA800S	Math 8	5
MA801F	Math 8 H	5
MA801S	Math 8 H	5

Social Science

Course Numbers	Title	Credits
SS700F	Wrld Hist/Geo	5
SS700S	Wrld Hist/Geo	5
SS701F	Wrld Hist/Geo H	5

CAMBRIDGE
VIRTUAL ACADEMY

SS701S	Wrld Hist/Geo H	5
SS800F	US Hist/Geo	5
SS800S	US Hist/Geo	5
SS801F	US Hist/Geo H	5
SS801S	US Hist/Geo H	5

2020-2021 COURSE LIST

Junior High School Courses

Science

Course Numbers	Title	Credits
SC700F	Integ Science 7	5
SC700S	Integ Science 7	5
SC701F	Integ Science 7 H	5
SC701S	Integ Science 7 H	5
SC800F	Integ Science 8	5
SC800S	Integ Science 8	5
SC801F	Integ Science 8 H	5
SC801S	Integ Science 8 H	5

Physical Education

Course Numbers	Title	Credits
PE700F	PE-7	5
PE700S	PE-7	5
PE800F	PE-8	5
PE800S	PE-8	5

World Language

Course Numbers	Title	Credits
WL700	**Spanish Conversation & Culture**	**5**

Electives

Course Numbers	Title	Credits
CE708	Multimedia Production	5
CE761	Computer Science Discoveries	5

CAMBRIDGE
VIRTUAL ACADEMY

CE770	Exploring Entrepreneurship	5
HE700 HE970	Health	5
ND711F	School Paper 1	5
ND711S	School Paper 1	5
ND724	Multicultural Awareness	5
ND730	Speech Communication 1	5
ND760	Basics of Mindfulness	5
VP724F	Art 1	5
VP724S	Art 1	5
VP771F	Chorus 1	5
VP771S	Chorus 1	5
VP792	Music Appreciation 1	5
VP824F	Art 2	5
VP824S	Art 2	5
VP871F	Chorus 2	5
VP871S	Chorus 2	5

EXHIBIT D

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

OBSERVANCE OF LINCOLN DAY IN 2022

RESOLUTION NO. 2021/22-HR-01

July 15, 2021

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

WHEREAS, Education Code section 37220, subdivision (a), establishes the holidays on which public schools in California shall close, including among them Lincoln Day, to be celebrated on the Monday or Friday of the week in which February 12 occurs; and

WHEREAS, February 12, 2022 falls on a Saturday, making observance of Lincoln Day pursuant to Education Code section 37220, subdivision (a), on either Monday, February 7 or Friday, February 11; and

WHEREAS, the Student/Teacher Calendar is an instructional calendar that is negotiated between the District and the Anaheim Secondary Teachers Association, which traditionally observes Lincoln Day on the second Monday of February each year; and

WHEREAS, the Board of Trustees approved the 2021-22 Student/Teacher Calendar on December 15, 2020, as amended on April 8, 2021, to include observance of Lincoln Day on Monday, February 14, 2022; and

WHEREAS, Education Code section 37220, subdivision (e), authorizes the governing board of a school district, by adoption of a resolution, to revise the date upon which the schools of the district close in observance of most holidays in subdivision (a), including Lincoln Day; and

WHEREAS, the Board of Trustees believes it is in the interests of students and their families, employees, and the community to maintain consistency and predictability with respect to the Student/Teacher Calendar from year to year; and

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of the Anaheim Union High School District that Lincoln Day during the 2021-22 school year shall be observed on Monday, February 14, 2022.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on July 15, 2021, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 15th day of July 2021 and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th day of July, 2021.

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

ANAHEIM UNION HIGH SCHOOL DISTRICT

AGREEMENT

THIS AGREEMENT, dated the 16TH day of JULY, 2021, in the County of Orange, State of California, is by and between the "District", and THE ECOLOGY CENTER (hereinafter referred to as "Contractor").

WHEREAS, this document, AGREEMENT, is considered the Agreement (hereinafter referred to as Agreement), including EXHIBIT A "Redesigning an Ecological Food Future," dated June 2, 2021 and EXHIBIT B "Timeline".

WHEREAS, the Contractor shall provide resources to assist the District build a school farm at Magnolia High School that will create skills training experiences and educates on ecological issues;

WITNESSETH, that for and in consideration of the mutual covenants herein contained, the parties hereto agree as follow:

The District and the Contractor, for the consideration stated herein, agree as follows:

1. Contractor shall timely perform within the time required by the District everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of the Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

2. Term of Agreement is July 16, 2021, through June 30, 2023, with the option to extend for two (2) additional (1) year periods upon written approval by the District and the Contractor.

3. The District shall pay the Contractor a total not-to-exceed amount of:

a. 2021-2022 School Year: One hundred, forty-seven thousand dollars ($147,000.00)

b. 2022-2023 School Year: One hundred, twenty-six thousand dollars ($126,000.00)

for all services rendered pursuant to this AGREEMENT for Term of Agreement payable thirty (30) days after completion of work per the Specifications. Progress payments can be paid monthly by DISTRICT for service rendered on a NET 30 term, after written approval by both District and Contractor is attained. A general cost calculation (EXHIBIT A) has been included for an overview of the cost of the project for planning purposes and actual costs based on services rendered and hours worked may be adjusted accordingly.

3. The District shall have discretion to terminate this Agreement at any time and require Contractor to cease all work under this Agreement by providing Contractor thirty (30) days prior written notice of termination specifying the desired date of termination. Upon receipt of written notice of such termination, Contractor shall:

(i) Cease operations as directed by District in the notice;
(ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
(iii) Not terminate any insurance provisions as required herein

In case of such termination for the District's convenience, Contractor shall be entitled to receive payment from the District for products satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

4. Hold Harmless and Indemnification. To the fullest extent permitted by law, the Contractor, at the Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the District, including but not limited to any of its Governing Board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Contractor or any of its officers, agents, employees, any person performing any of the services pursuant to a direct or indirect contract with the Contractor or individual entities comprising the Contractor, in connection with or relating to, or claimed to be in connection with or relating to this Agreement, including but not limited to, any costs or liabilities arising out of or in connection with:

(a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;

(b) any misrepresentation, misstatement or omission with respect to any statement made in the bid documents or any document furnished by the Contractor in connection therewith;

(c) any breach of duty, obligation or requirement under the bid documents;

(d) any failure to provide notice to any party as required under the bid documents; or

(e) any failure to act in such a manner as to protect the District from loss, cost, expense or liability.

This indemnity shall survive termination of the Agreement or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the bid documents. In the event of any claim or demand made against the District which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Contractor under the bid documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Contractor provides the District with reasonable assurance of protection of the District's interests. The District shall in its sole discretion determine whether such assurances are reasonable.

5. All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Agreement. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective items have been previously overlooked by the District and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District. All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by items satisfactory to the District.

6. While engaged in carrying out and complying with the terms and conditions of this Contract the Contractor is an independent Contractor, and is not an officer, employee or agent of the District.

7. Contractor shall, at Contractor's sole cost and expense, provide for and maintain in full force and effect, from the commencement of services until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of materials, articles, or services covered under this Agreement. Contractor agrees to provide an endorsement to this policy(s) stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by The District shall be excess and noncontributory." In addition, Contractor agrees to name the District, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, Contractor shall provide The District with copies of the policy or policies of insurance evidencing all coverage's and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

Commercial General Liability Insurance for injuries including accidental death, to any one person in an amount not less than and	$1,000,000.00 per occurrence	$2,000,000.00 general aggregate
Subject to the same limit for each person on account of one accident, in an amount not less than	$1,000,000.00 per occurrence	$2,000,000.00 general aggregate
Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined single limit, bodily injury and property damage in an amount not less than	$1,000,000.00 per occurrence	$2,000,000.00 general aggregate
Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California	$1,000,000.00	
Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a	$2,000,000.00 per occurrence	$4,000,000.00 general aggregate

separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, must provide proof of Endorsement.

8. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of CALIFORNIA, and that JONATHAN ZAIDMAN, whose title is ENGAGEMENT AND IMPACT, is authorized to act for and bind the corporation.

9. The failure of the 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 any such terms or option in the future.

10. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Contractor shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee.

11. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The Contractor shall preserve and make available its records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the District. The Contractor is responsible for any audit discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the District.

12. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

(1) If notice is given to the District, by personal delivery thereof to the District, or by depositing same in United States mail, enclosed in a sealed envelope addressed to the District, and sent by registered or certified mail with

postage prepaid;

(2) If notice is given to Contractor, by personal delivery thereof to said Contractor, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complementary. Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable price ceilings if any. The Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the District to insist on the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of the District rights thereafter to enforce strict compliance with any such terms or conditions but the same shall continue in full force and effect.

14. The Contractor, in the performance of this Agreement, shall be and act as an independent Contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees

15. The Contractor is familiar with and agrees to be responsible for compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA"), the Family Educational Rights and Privacy Act and the US Department of Education's implementing regulations at 34 CFR Part 99 (collectively, "FERPA"); and all other applicable country and state laws, rules or regulations concerning the collection, use, and disclosure of Personally Identifiable Information about End Users accessing the Services that are the subject of this Agreement (collectively, "Applicable Privacy Law"). "Personally Identifiable Information", or "PII", shall mean any information relating to an identified or identifiable natural person (a "data subject") including personal data as defined under applicable local law. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. The Contractor

acknowledges that in the course of District's use of the services, Personally Identifiable Information may be disclosed to the Contractor who agrees that it will comply with the requirements of Applicable Privacy Law concerning the confidentiality and release of Personally Identifiable Information. The Contractor acknowledges that it will be considered a "School Official" (as that term is used in FERPA) and agrees that it will comply with the requirements in FERPA concerning the confidentiality and release of Personally Identifiable Information. Per such requirements, the Contractor agrees that under Applicable Privacy Law, officers, employees, and agents of the Contractor who access Personally Identifiable Information may use such data only for the purposes for which such data has been made available to the Contractor. The Contractor and its contractors, suppliers and licensors shall only use Personally Identifiable Information for the purpose of facilitating the performance, delivery or use of the Services. The Contractor shall enable the District to maintain compliance with Applicable Privacy Law in connection with the District's use of the contracted services.

16. The Contractor is prohibited from capturing on any visual medium images of any property, logo, student, or employee of the District, or any image that represents the District without express prior written consent from the District and, in the case of a student or employee, the express prior written consent from the student's parents or the employee whose image is to be captured

17. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

18. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

19. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in the County of Orange.

20. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

21. The Contractor hereby certifies, under penalty of perjury, under the laws of the State of California that under the Agreement the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Anaheim Union High School Board of Trustees's Policy (BP 6317.20). Therefore, the work site shall be kept drug and alcohol free at all times.

22. The Contractor hereby agrees, under the Agreement, he will comply with the Anaheim Union High School Board of Trustee's Policy (BP 6317.15) 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 healthy environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

23. The District may, by written notice of default to the Contractor, terminate the contract in whole or in part if:

A. The Contractor fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the items(s) provided fail to perform satisfactorily;

OR

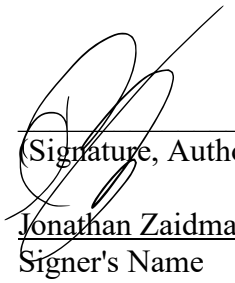
B. The Contractor fails to perform any of the other provisions of the RFP or purchase order and does not cure such failure within a period of two (2) days (or such longer period as the District may authorize in writing) after receipt of notice from the Anaheim Union High School District specifying such failure.

24. At the time of contract award and during the entire term of the Agreement, the Contractor, including all subcontractors, if any, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the Contractor's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the Contractor. Attached is the District's standard Fingerprint Certification form that must be completed prior to commencement of any work.

If the Contractor refuses or fails to comply with this section, such refusal or failure shall be considered sufficient cause for termination of the Agreement, in whole or in part, under Item 3., the default provision clause of the Agreement.

The parties have caused this AGREEMENT to be executed by duly authorized representatives as indicated below.

CONTRACTOR:



(Signature, Authorized Representative)

Jonathan Zaidman
Signer's Name

Engagement Impact, The Ecology Center
Title

(EIN)

DISTRICT:

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

(Signature, Authorized Representative)

Nancy Nien, Ph.D.
Assistant Superintendent, Business Services
Anaheim Union High School District

858-722-8222
(Telephone)

jonathan@theecologycenter.com
(Email Address)

7/16/2021 _____
(Date) (Date)

DISTRICT Board of Education Approval Date: July 16, 2021

CERTIFICATION
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102
RFP 2010-02

To the Governing Board of Anaheim Union High School DISTRICT:

I, Jamie Poskin, certify that:

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.

2. Due to the nature of the work I will be performing for the DISTRICT, my employees may have contact with students of the DISTRICT.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Anaheim, California on July 16, 2021.

_____
Signature

Jonathan Zaidman
Typed or printed name

Engagement Impact
Title

32701 Alipaz St., San Juan Capistrano, CA
Address

858-722-8222
Telephone

THE ECOLOGY CENTER

REDESIGNING AN ECOLOGICAL FOOD FUTURE

Anaheim Union School District
June 2, 2021

OPPORTUNITY

To build a school farm that nourishes students and community members, creates skills training experiences, and educates on ecological issues

NOURISHMENT
- School cafeteria
- Underserved school families
- Community

EDUCATION
- Teach every subject outdoors
- Real world experiential learning
- Career training
- Biology, Health, Life Skills

COMMUNITY ENGAGEMENT
- Neighbors
- Businesses

EXHIBIT A

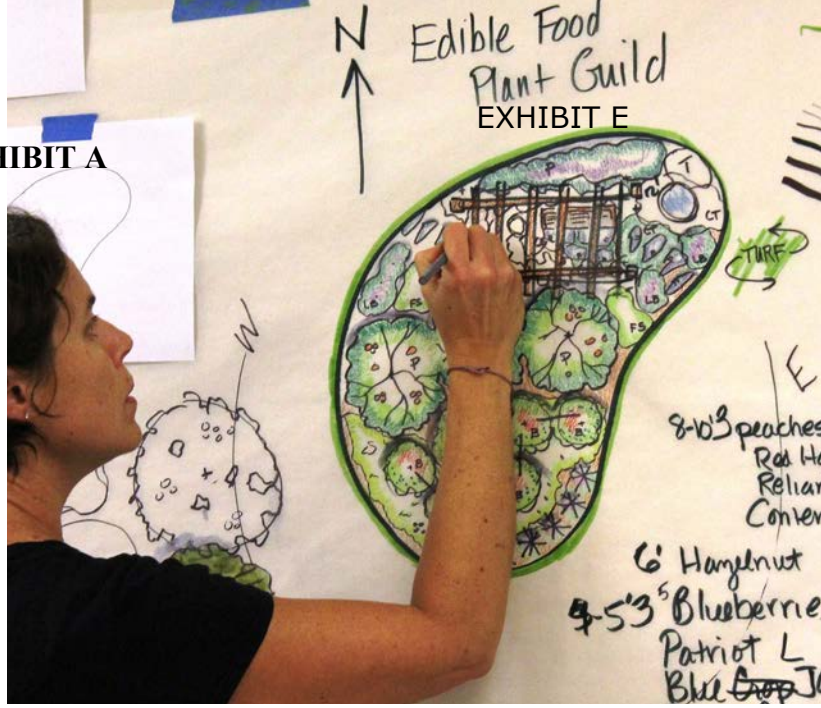
SPACE

The Magnolia High School site can serve as a pilot school farm for Anaheim Union School District. With a few acres of arable land, The District can produce 10,000 lbs of food for meal prep and community distribution.

THE
ECOLOGY
CENTER

HISTORY

- 13 years of experience in community education, engagement, and nourishment. Welcoming hundreds of thousands of families and community-members to a space that aims to shift behavior and culture.



OPERATIONS

- Creating nutrition for a community through the front door. A vibrant farm stand and CSA program.
- Educational programming, community events, and farm experiences
- Distributing tens of thousands of lbs of fresh, regenerative organic ingredients to food insecure families

CASE STUDY (EUSD)

- 2 years into a school district partnership
- First Certified Organic school farm in the country
- 10,000+ lbs of produce grown per year for school lunches
- Community events and educational programs

Farmer Salary

2 FTE or equivalent (labor/year) - $100,000

Approximate salary for 2 FT farm staffers to help manage all production, maintenance, communications, and partnership elements for the District. $50,000 per farmer is an approximate estimation based on our experience hiring this level staffer.

Site Design

$15,000

The Ecology Center team will work with Anaheim Union leaders to create a site plan that meets your needs and reflects your budget. This work consists of multiple conversations to identify the District's priorities as well as the site's limitations and opportunities.

DELIVERABLE: a farm site layout/design document to inform the final installation, including in-ground beds, raised beds, irrigation, fruit tree orchards, and farm installations - greenhouse, walk-in cooler, post-harvest station.

Staffing Recruitment

$5,000

The Ecology Center will provide expertise and guidance in the selection of two farm staffers. We are happy to draw from our network of farmers in Orange County to staff the necessary roles.

DELIVERABLE: support in staffing the farm positions with qualified, ambitious, farm leads. Can draw from our network of apprentices, relationships with OC County Farm Bureau, or agricultural job boards. Can help vet applicants through screening interviews.

Installation Partner Identification

Pro Bono

The Ecology Center will happily work with the district to explore and identify a skilled partner to install the agricultural elements for your project.

DELIVERABLE: vetting potential contractors to install the elements called out in the Site Design. Providing professional feedback on contractor core competencies and applicable experience.

Mentorship Support

$25,000

The Ecology Center will be a valuable resource to your farm team by holding bi-weekly meetings. This yearly commitment will ensure that the team has the necessary support to effectively handle the needs of the farm.

DELIVERABLE: professional resource for young farmers - offering insights on crop planning, sharing valuable templates for harvest calendarization, budgeting, and distribution, and troubleshooting issues that arise - pest pressure, crop disease, soil management. Participation in a quarterly summit with The Ecology Center (SJC) farm team, the Encinitas farm team, and Anaheim farm team to problem-solve collaboratively.

Installation Project Management

$50/hr if needed (estimated 40 hours)

The Ecology Center will help ensure the site development contractor is properly completing their quoted efforts.

Thank you for your time and consideration. We look forward to envisioning this project, educating your students, and nourishing your community alongside you.

THE ECOLOGY CENTER

CONTACT:

Jonathan Zaidman
jonathan@theecologycenter.org
858.722.8222

32701 Alipaz Street,
San Juan Capistrano, CA 92675
theecologycenter.org

EXHIBIT B
Timeline

Groundbreaking

- Grading // Could start ASAP. 1-2 week process.

** Assuming we can start on Sept 6th, to allow time for design conversations with District. This date editable and all follow up dates would be reflected up or down based on this start date.*

- Soil // 2 weeks - Sept 20th

- Irrigation // 2 weeks - Oct 4th

Planting

- Forming Beds // 4 weeks - Oct 18th

- First Crop Planting // 2 weeks - Nov 18th
- Fruit Tree Orchard // 2 weeks - Nov 18th

** Can run concurrently*
*** Planting every week from here on out*

Harvest

- First Season // Spring 2022

A new timeline for 2023 will be provided by June 30, 2022.

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

ANAHEIM UNION HIGH SCHOOL DISTRICT

AND

NORTH ORANGE COMMUNITY COLLEGE DISTRICT

This AGREEMENT, dated for reference only, this 18 day of July, 2021, is made and entered into by and between:

ANAHEIM UNION HIGH SCHOOL DISTRICT, a public school district, hereinafter referred to as "DISTRICT."

North Orange County Community College District, a public community college district, hereinafter referred to as "NOCCCD"

WHEREAS, DISTRICT wishes to continue to offer English as a second language (ESL) funded by NOCCCD to provide this educational program at Sycamore Junior High School, located at 1801 East Sycamore, Anaheim, California; and Ball Junior High School, located at 1500 Ball Road, Anaheim, CA 92802.

WHEREAS, NOCCCD intends to provide ESL classes within the District.

NOW, THEREFORE, the Parties hereto mutually agree to the following:

1. DUTIES AND RESPONSIBILITIES:

DISTRICT agrees to:

- Provide access to one classroom and parking spaces at each junior high school to enable NOCCCD to perform its services hereunder.
- Provide access to one additional classroom once a week in each junior high school to be used by NOCCCD for makeup testing and counselling.
- Provide utilities (excluding telephones) for the classrooms and custodial services at no charge.
- Provide deep cleaning once a year, during the winter break, at no charge. The classrooms to be closed for two week to allow for deep cleaning.
- Perform additional custodial cleaning as requested by NOCCCD at cost. The cost is the total time and material used for this service. Labor rates are based on the rates of the current association contracts for overtime.
- Maintain the sites of both Sycamore and Ball Junior High Schools.

- Serve timely and adequate notice to NOCCCD of any policy, procedural, or directive changes materially affecting the operation of NOCCCD.

NOCCCD agrees to:

- The operations of hours in both schools will be set from Monday through Friday starting from 5:30pm and ending at 9pm.
- There should be no operations during District holidays.
- Implement developmentally appropriate curriculum.
- Employ, supervise, evaluate, and train NOCCCD's staff.
- Purchase equipment and supplies necessary to perform its services hereunder.
- Make no permanent modifications to district facilities without prior written approval of DISTRICT. NOCCCD shall bear the full cost of any modifications to existing facilities which are necessary to meet the requirements of NOCCCD. NOCCCD shall bear the full cost of removal of any unapproved modifications and restoration of the facility.
- Exercise reasonable care for the property of DISTRICT and pay for any damage to DISTRICT property exclusive of normal wear and tear.
- Serve timely and adequate notice to DISTRICT of any policy, procedural, or directive changes materially affecting the operation of DISTRICT.

2. PAYMENTS:

NOCCCDE shall pay DISTRICT's direct cost for the use of facilities at the rates for non-profits groups not expending net proceeds for the benefits of DISTRICT's students as stated in DISTRICT's adopted facility use fee schedule in effect at the time of use in accordance. NOCCCD shall not be required to pay an application fee, or a deposit, as otherwise required by the application and agreement for use of school facilities.

3. **TERM:**

The term of this Memorandum of Understanding shall begin on July, 18, 2021, and remain in effect until June 30, 2026, unless terminated by either party in accordance with Section 16.0.

4. PERSONNEL:

NOCCCD and DISTRICT shall retain complete and absolute authority over their respective staff members assigned to Sycamore Junior High School. Neither party has the authority to discipline, suspend, or terminate from employment, or act against the other parties' staff members. However, the District reserves the right to deny access to NOCCCD personnel should they be deemed by the District to be not acceptable in Sycamore Junior High School.

5. FINGERPRINTING:

NOCCCD hereby acknowledges that it is required to comply with the requirement of Education Code section 45125.1 with respect to fingerprinting of employees who

may have contact with DISTRICT's students. As required, NOCCCD must provide for completion of a Fingerprint Certification form, in DISTRICT's required format, prior to any NOCCCD employee coming into contact with DISTRICT's students.

6. **CONFIDENTIALITY:**

NOCCCD and DISTRICT shall maintain confidentiality of their respective records and information about persons pursuant to all applicable federal and/or state laws or regulations including, without limitation, the State of California Welfare and Institutions Code 10850 et seq., as each may now exist or be hereafter amended.

7. **ACCESS TO RECORDS:**

NOCCCD shall have access to books, documents, and records of DISTRICT pertinent to services performed in this Agreement for auditing and evaluation purposes. DISTRICT shall have access to books, documents and records of CDI pertinent to services performed in this Agreement for purposes of audit and evaluation. Each of the parties shall maintain and preserve all books, financial statements, journals, ledgers, and other pertinent documents for a period of five (5) years from the termination of this Agreement for any period required thereafter by statue.

8. INDEPENDENT CONTRACTOR:

NOCCCD is an Independent contractor and shall be wholly responsible for services required by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between NOCCCD and DISTRICT. NOCCCD assumes the responsibility for the acts of its employees or agents as they relate to the services to be provided. NOCCCD, its officers, agents and employees shall not be entitled to any rights, and/or privileges of DISTRICT's employees and shall not be considered in any manner to be DISTRICT'S employees.

9. **INDEMNIFICATION:**

NOCCCD hereby agrees to hold harmless, indemnify and defend DISTRICT, its officers, agents and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease or death of any person or persons, or damage to property, real, personal, tangible or intangible, expenses (including reasonable attorney fees and defense costs), arising out of the negligent acts or omissions of employees, agents or officers of NOCCCD during the period of this Agreement and shall pay for and satisfy any judgment that may be rendered against them in any action, suit, or other proceeding as a result thereof.

DISTRICT hereby agrees to hold harmless, indemnify and defend NOCCCD and its officers, agents and employees from liability and claims of liability for bodily Injury, sickness, disease or death of any person or persons, or damage to property, real, personal, tangible or intangible, expenses (including reasonable attorney fees and defense costs), arising out of the negligent acts or omissions of employees, agents or officers of DISTRICT during the term of this Agreement and shall pay for and satisfy any judgment

that may be rendered against them in any action, suit, or other proceeding as a result thereof.

10. **INSURANCE:**

NOCCCD and DISTRICT at each's sole cost and expense shall insure or self-insure its activities connected with this Agreement and obtain, keep in force and agrees to maintain general liability coverage of at least $1,000,000 per occurrence, $2,000,000 aggregate and to provide evidence of coverage upon request

11. **AFFIRMATIVE ACTION EMPLOYMENT:**

NOCCCD agrees that it will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

12. **LAWS, RULES, & REGULATIONS:**

NOCCCD and DISTRICT shall each keep themselves fully informed of, and in compliance with, all applicable local, state and federal laws, rules and regulations which affect their own duties and responsibilities under this agreement in any manner.

13. **ASSIGNMENT:**

NOCCCD shall not subcontract or assign the performance of any of the services in this Agreement without prior written approval of the DISTRICT.

14. **NO THIRD-PARTY RIGHTS:**

This Agreement shall not create any rights in, or Inure to the benefit of, any third part except as expressly provided herein.

15. **TERMINATION:**

This Agreement may be terminated by NOCCCD or DISTRICT with or without cause, upon the giving of sixty (30) days prior written notice to the other party.

16. **NOTICES:**

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: a) Personal service, or b) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the third (3rd.) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement the addresses of the parties are as follows:

DISTRICT:
Anaheim Union High School District
501 Crescent Way
Anaheim, California 92803
Attn: Business Services

NOCCCD:
North Orange Community College
District
1830 W. Romneya Drive
Anaheim, CA 92801
Attn: Karla Frizler

17. **SEVERABILITV:**

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

18. **NON-WAIVER:**

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

19. **GOVERNING LAW:**

The terms and conditions of this Agreement shall be governed by the laws of the State of California, with venue in Orange County, California.

20. **PROHIBITED INTERESTS:**

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

21. **EXHIBITS AND RECITALS;**

All exhibits and recitals contained herein and attached hereto are material parts of this Agreement and are incorporated as If fully set forth herein by this reference.

22. **ENTIRE AGREEMENT /AMENDMENT:**

This Agreement and any exhibits attached hereto constitute the entire agreement between NOCCCD and DISTRICT regarding the services and any agreement made shall be Ineffective to modify this Agreement In whole or in part unless such agreement is embodied in an Amendment to this Agreement, which has been signed by both Parties. This Agreement supersedes all prior negotiations, understandings, representations and agreement.

23. **AUTHORITY TO EXECUTE:**

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

ANAHEIM UNION HIGH SCHOOL DISTRICT:

By: _____
Authorized Signature

Print Name: Nancy. C. Nien

Title: Assistant Superintendent, Business

Date: _____

North Orange County Community College District

By: _____
Authorized Signature

Print Name: _____

Title: _____

Date: _____

EXHIBIT G

Onshape, a PTC Business
121 Seaport Blvd.
Boston, MA 02210-2050
1-844-667-4273 EXT 2
Attn: Onshape Billing
onshape-billing@ptc.com

Quote

Anaheim Union High School District

Scott Reindl
501 N Crescent Way
Anaheim, CA 92801
reindl_s@auhsd.us

QUOTE #	QTE000092801
QUOTE DATE	02/22/2021
TERMS	Net 30
DUE DATE	03/01/2021
INVOICE DATE	

Invoice Details

Charge Description	Service Period	Unit Cost	Quantity	Sub Total
Onshape Classroom	09/01/2021-08/31/2023	$1,500.00	2	$3,000.00
			Total:	$3,000.00
			Tax:	$0.00
			Amount Paid:	$0.00
			Amount Due:	**$3,000.00**

Onshape accepts the following payment methods: credit cards, wire transfers, ACH (bank debits for US customers), and certain international bank debits. Please direct billing and payment inquiries to billing@onshape.com.

Wiring Instructions:
JPMorgan Chase Bank, N.A.
270 Park Avenue, New York, NY 10017
Routing and Transit Number: 021-000-021
SWIFT Code: CHASUS33
Account / Beneficiary Name: PTC Inc.
Account number: 611711802

If paying by wire transfer, please email wire confirmation paperwork to onshape-billing@ptc.com so that we can identify your wire upon receipt.

Federal Tax ID: 04-2866152

We agree to the Onshape Terms of Use and Privacy Policy, which can be found at https://www.onshape.com/legal. Onshape's Terms of Use & Privacy Policy will govern our subscription and use of Onshape and will supersede and replace any other terms and conditions that would purport to govern (whether included with our purchase order or otherwise). We understand that the invoiced price may include an additional charge for US state sales tax. Any product discount applied only to the initial purchase, unless otherwise specified. Renewal will be billed at the current List Price, unless otherwise specified.

Is this Quotation to be used as a Company Purchase Order for the purchase or payment of products on this Form?

( ) Yes - no Purchase Order # ( ) Yes - please note Purchase Order # _____

Approval:
Company Name Anaheim Union High School District

Approved by: Dr. Jaron Fried

Signature: _____ **Date:** 7/16/21

EXHIBIT H

ADDITIONAL COMPLIANCE SERVICES - FCC EMERGENCY CONNECTIVITY FUND PROGRAM - $7.17 BILLION

This request for Additional Compliance Services is pursuant to the existing Contract for E-Rate Compliance Services CSM Consulting, Inc. ("Consultant") and **Anaheim Union High School District** ("District").

WHEREAS, the Federal Communications Commission ("FCC") has established the Emergency Connectivity Fund Program ("ECF"), to help schools and libraries by funding connected devices and broadband connections for students, school staff, and library patrons, who would otherwise lack sufficient access to fully engage in remote learning and virtual library services, during the COVID-19 pandemic.

The District desires that the Consultant utilize the established filing and reporting guidelines to assist the District in creating the required forms and applications to be reimbursed for eligible costs as outlined in the FCC Report and Order FCC 21-58 related to the ECF.

The Consultant shall provide to District completed forms and processes related to all ECF applicable applications (excluding applications for non-commercially available broadband service) of the Federal Communications Commission ECF Program. Additional Compliance Services provided to include the following:

Assist and coordinate the preparation and filing of FCC ECF forms.
Assist and coordinate the preparation and filing of:

- Item 21 (or applicable) Attachments
- Invoicing and Reimbursement forms and documentation
- Service Provider Identification Number (SPIN) Change Requests (if applicable)
- Service Substitution Requests
- ECF Program Certifications
- Program Integrity Assurance (if applicable)
- Payment Quality Assurance requests (if applicable)

Act as District's main point of contact with the Universal Service Administrative Company, the FCC, and any other governmental agency or service provider that is necessary to assist the District participate in the ECF.

Assist District on ECF Program compliance including updates on rule or regulatory changes.

The District will provide the Consultant with appropriate supporting documentation in a timely manner in order to ensure that established FCC timelines may be met.

The cost for services rendered regarding the ECF Program application process, as referred to above, will be invoiced and due to the Consultant as follows:

An annual amount equal to **3%** of ECF Program applications submitted during the Term of this Agreement, not to exceed a total amount of **$25,000**.

Invoices for the service will be provided to the District upon notification of funding decision.

If applicable, the parties reaffirm no other terms or conditions of the above-mentioned original contract not hereby otherwise modified or amended shall be negated or changed as a result of these Additional Services.

If the District would like us to proceed with this service, please sign and return this acceptance letter and return to us at your earliest convenience. Please feel free to email a signed copy to our Contracts Department at contracts@csmcentral.com.

Sincerely,

David Cichella

Please sign and date below if the District chooses to engage CSM to provide the additional compliance services listed above:

_____ 6/21/21

District Representative Signature Date

Print Name Here: Dr. Jaron Fried, Assistant Superintendent Ed. Division

AUTHORITY TO COMMUNICATE – Letter of Agency (LOA)

This ATC/LOA (Agreement) entered into on this 15th day of July, 2021 by and between **CSM Consulting, Inc.**, *Consultant Registration Number 16043564*, a California Corporation ("Consultant") and **Anaheim Union High School District**, a local education agency ("District"). Consultant's authority to communicate shall remain in effect through June 30, 2024.

Consultant and District determines it is necessary to prepare documentation, forms and applications regarding the Federal Communications Commission ("FCC") Emergency Connectivity Fund Program ("ECF").

District grants to Consultant the authority to investigate and communicate, in any form, with any telecommunication company, service provider, the FCC or the Schools and Libraries Division with regard to the ECF Program on District's behalf. Consultant acknowledges that nothing contained herein shall constitute a principal and agent relationship or be construed to evidence the intention of the District to constitute such. The District represents and warrants that the officer executing this Agreement has been duly authorized.

When executed, this agreement is authorization for all employees of Consultant to communicate on behalf of the District in performance of the duties outlined herein.

Anaheim Union High School District

Name: _____

Print Name: Dr. Jaron Fried

Title: Assistant Superintendent, Ed. Division

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way – P.O. Box 3520
Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this (Board Approval Date):

15th	day of	July	2021

by and between

Dr. Gavin Tierney

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:

- Initial training of select EL Literacy teachers and a Cross-content Team from Gilbert on July 30, 2021
- Teachers would meet during the first semester to co-design curriculum, including projects (PBL) and pilot some projects in the Spring.
- Include select students in co-design of projects.
- Class observation/Coaching during years 1 and 2
- PBL co-design will continue during summer 2022.
- Implementation and refinement of projects/curriculum already created; continue to create, implement and refine for a full year of Projects/curriculum.

Site/School:	All AUHSD Jr. and Sr. High Schools, including Gilbert HS	Funds (Cost Center):	LCFF Funds

2. List of Other Supportive Staff or Consultants:

None

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	July 26, 2021

and shall diligently perform as specified and complete performance by:

Date:	June 30, 2023

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:

JHS and HS EL Literacy Teachers and Gilbert HS content teachers working with English Learners, including LTELs.

5. District shall pay Consultant the maximum amount of

$50,000

for services rendered

to # of people:	20	# hours per day:	8	# of days:	20

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:

CoDesign/PBL model of developing the curriculum. Initial training of all EL Literacy teachers and Interdisciplinary Team from Gilbert High School during the last week of July, 2021 Teachers would meet during the first semester to co-design curriculum, including projects (PBL) and pilot and refine some projects in the Spring Semester, 2022. Students will begin to be involved in co-design during Fall Semester, 2021 AUHSD will have a project-based curriculum for a one year course for Literacy Support Courses (JHS and HS) and a model for real time credit recovery encompassing multiple disciplines.

12. What are the technical reasons a Consultant is being hired as an Independent Contractor rather than an employee?

The services that Dr. Gavin Tierney can provide is knowledge and experience of Project Based Learning and Co-Design of Curriculum.

List any technical support that will need to be supplied by District:

No technical support will be needed besides access to the internet

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.

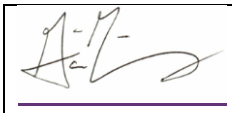
☒ **Services Available to the General Public** (check valid items):

- ☒ 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. Gavin Tierney	**Anaheim Union High School District**
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Dr. Gavin Tierney	Dr. Jaron Fried
Authorized Signature:	Signature of Assistant Superintendent:
	
Street Address:	Street Address:
239 Loma Avenue	**501 Crescent Way, P.O. Box 3520**
City, State, Zip Code	City, State, Zip Code
Long Beach, CA 90803	**Anaheim, CA 92803-3520**
Date:	Date:
July 16, 2021	

Mark Appropriately:

Independent/Sole Proprietor:	X
Corporation:	
Partnership:	
Other/Specify:	

Social Security Number* or Federal Identification Number*

*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:
(206)-714-5910	gtierney@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:	6/24/21

EXHIBIT J

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:

15th	July		2021

by and between

James Lam

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:

James Lam will assist the district in writing and submitting strong and effective grant proposals for unrestricted and restricted funds along with managing, writing, compiling, and submitting grant reports in a timely fashion. Further, the Grant Writer will be responsible for researching prospective funders that align with the districts' Vision and Mission.

Site/School:	District	Funds (Cost Center):	LCFF Funds

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:	August 1, 2021

and shall diligently perform as specified and complete performance by:

Date:	July 31, 2022

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 needed.

5. District shall pay Consultant the maximum amount of

$20,000

for services rendered

to # of people:	1	# hours per day:	N/A	# of days:	N/A

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:

• Research and identify new funding opportunities • Write and submit grant letters of inquiry, proposals and concept papers • Track, compile and submit grant reports, budget expenditures and deliverables • Participate in staff, program and team meetings • Work directly with district leadership to understand district goals, support with the analysis of outcomes and compliance to grant requirements • Compile and maintain a grant calendar with deadlines for applications and reports

12. What are the technical reasons a Consultant is being hired as an Independent Contractor rather than an employee?

James Lam has over 25 years of experience that involves grant writing and grantmaking, and contract/business proposal writing in the nonprofit, private and government sectors. His nonprofit experience includes grant writing for community-based organizations, VNCOC, Inc. and OCAPICA, Inc., as well as grantmaking duties at The California Endowment, where he helped approve and manage over $10 million awarded to non-profit organizations and public agencies. James also drafted tax credit investment proposals worth $50 million in multi-family affordable housing development projects for the National Equity Fund. Lastly, as a management consultant, he has successfully coordinated numerous proposals for consulting engagements with government clients, including cities, counties, state agencies, and special districts. James holds a MPP from the Harvard Kennedy School of Government, a MBA from the Drucker School of Management, and a BA from UC Irvine.

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)**:	
James Lam	**Anaheim Union High School District**
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Independent/Sole Proprietor	Dr. Jaron Fried
Authorized Signature:	Signature of Assistant Superintendent:
Street Address:	Street Address:
24 Carpenteria	**501 N. Crescent Way/P.O. Box 3520**
City, State, Zip Code	City, State, Zip Code
Irvine, CA 92602	**Anaheim, CA 92803-3520**
Date:	Date:
6/24/21	7/16/21

Mark Appropriately:

Independent/Sole Proprietor:	X
Corporation:	
Partnership:	
Other/Specify:	

Social Security Number*	or	Federal Identification Number*

*Or, initial below:

X	I have completed a new IRS Form **W-9** that will be submitted directly to AUHSD Accounting.

Telephone Number:	E-mail Address:
(626) 807-3741	lam.jamesc@gmail.com

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:	6/24/21

San Bernardino County Superintendent of Schools
Transforming lives through education
Ted Alejandre
County Superintendent

Organization Management System (OMS)
Subscription Proposal
July 1, 2021 – June 30, 2022

June 4, 2021

Erik Greenwood, CTO
Anaheim Union High School District
greenwood@auhsd.us
714.999.3765

A subscription to the Organization Management System for Anaheim Union High School District's Educational Services branch from July 1, 2021, through June 30, 2022, is **$4,000** with a one-time set-up fee of **$500**. Total cost for the 2021-2022 school year including one-time set-up and annual subscription fee for **AUHSD's Educational Services branch is $4,500.**

If you would like to utilize the OMS for all branches/departments within the district the yearly subscription fee is **$5,500** with a one-time set-up fee of **$500**. Total cost for the 2021-2022 school year including one-time set-up and annual subscription fee for **all of AUHSD's branches is $6,000.**

The San Bernardino County Superintendent of Schools will provide the following to your organization:

- A unique OMS sub-domain for the administrative and public events calendars for your organization's designated departments. Example: https://anaheimuhsd.k12oms.org or https://auhsd.k12oms.org
- Secure server hosting of the OMS – which includes server maintenance, security, back-ups and upgrades
- Access to the sub-domain by your organization's designated staff members
- Training for your organization's staff that will utilize the OMS. Training will include up to three workshops that may include:
    - Entering and Managing Events
    - Entering and Managing Consultations (if utilizing feature)
    - Generating Reports
- Technical support for at least one designated OMS System Administrator for the first school year of use (see details below for support beyond year one).

Your organization will:

- Designate at least one contact person (OMS System Administrator) who will be responsible for additional training and direct technical support to OMS users within the district during subsequent school years
- Comply with the Americans with Disabilities Act (ADA) when creating and publicizing workshops in the OMS.

If your organization decides to purchase a subscription to the OMS, please generate a purchase order and email to:

San Bernardino County Superintendent of Schools
Technology Services
Megan Lawhorn, OSIII
601 North E Street
San Bernardino CA 92415
megan.lawhorn@sbcss.net
909.386.2452

Please direct any questions regarding the above to Angela Lopez angela.lopez@sbcss.net

QUOTE

Date: May 10, 2021

Drama Notebook
Janea Dahl
2620 S. Kinney Rd.
Tucson, AZ 85735

Quote for:
Anaheim Union HS District
501 N. Crescent Way
Anaheim, CA 92801

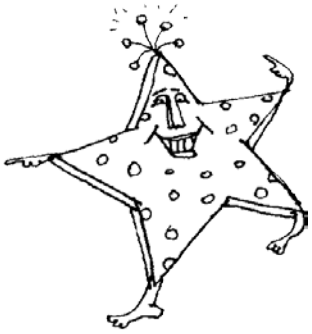
DESCRIPTION	AMOUNT

One-year subscription to Drama Notebook for 12 drama teachers.

Regular rate--$89.95/teacher $1,079.40
Less 15% discount--$76.45/teacher $917.40

Includes unlimited access to drama lesson library of over 450 lessons, fifty tutorial drama videos, and huge royalty-free script library.

TOTAL: US $917.40



TIN# 46-0603546
If you have any questions concerning this quote, please contact Janea at 503.888.0635
janea@dramanotebook.com

EXHIBIT M

Quote #DDQ-319

May 10, 2021

Billing Inquiries: billing@theatrefolk.com

Theatrefolk Ltd.
228 Park Ave S #32457
New York NY 10003-1502
USA

BRIAN BELSKI
ANAHEIM UNION HIGH SCHOOL DISTRICT
501 CRESCENT WAY
ANAHEIM CA 92801

Terms: Unknown **Purchase Order Number:** ---

Qty	Description	Price	Total
11	Drama Teacher Academy - DTA Description	$444.00	$4,884.00
	Discount - Discount - 5%		-$244.20
	Shipping and Handling		$0.00
	Grand Total		US$4,639.80

Order by Email, Fax, or Mail with a Purchase Order

Please ensure that the Purchase Order references Quote DDQ-319.

- **Email** the Purchase Order to **orders@theatrefolk.com**
- Or **Fax** the Purchase Order to **1-877-245-9138**
- Or **Mail** the Purchase Order to the address at the top left of this order.

I don't have a Purchase Order but will be paying with a Credit Card

Send an email to **help@dramateacheracademy.com**. Please reference Quote DDQ-319. We will generate a payment link for you and activate the account(s) shortly after the payment is completed.

Do you need Theatrefolk's W-9? If so, it may be downloaded at **theatrefolk.com/tax**

Return / Refund Policy

Books, PDFs, DVDs, and Script Distribution Licenses: All Book, PDF, DVD, and Script Distribution License sales are final.
Performance Royalties: In the event that a production is cancelled, we offer store credit for the value of the Performance Licence and/or Videorecording License as long as we're notified **a minimum of 24 hours** before the performance date we have been given. We cannot offer credit once this date has passed.
Competition Advice: If you're participating in a competition where it's uncertain how many times you'll be performing the play we recommend ordering performance royalties for the number of performances you **know** you will be giving. If you advance in the competition, it's a simple process to order additional performance royalties.

EXHIBIT N

OPERATIONS AGREEMENT
ORANGE COUNTY DISTRICT ATTORNEY'S OFFICE
&
ANAHEIM UNION HIGH SCHOOL DISTRICT
TO FACILITATE THE
OC GRIP WAYMAKERS CASE MANAGER COMPONENT

This Operational Agreement stands as evidence that the ***ANAHEIM UNION HIGH SCHOOL DISTRICT*** and ***OC GRIP*** intend to work together toward the mutual goal of providing maximum available assistance for students residing in ***ANAHEIM***. Both agencies believe that implementation of the ***Orange County Gang Reduction & Intervention Partnership (OC GRIP) Waymakers Case Management Services,*** as described herein, will further this goal. To this end, each agency agrees to participate in the program by coordinating and providing the following services:

The ***ANAHEIM UNION HIGH SCHOOL DISTRICT*** will closely coordinate the following services with ***OC GRIP – WAYMAKERS CASE MANAGEMENT***:

- Refer students for OC GRIP case management services at each designated OC GRIP school in their district.
- Provide funds to the ***ORANGE COUNTY DISTRICT ATTORNEY'S OFFICE (OCDA)*** for their assigned case manager or case managers in the amount of $7,011.60. All funds will be allocated to their case manager or case managers in their agreed upon amount.

OC GRIP - WAYMAKERS CASE MANAGEMENT will:

- Hire, manage, train, and supervise a case manager to provide weekly case management services to those students identified by the program as being case managed.
- Collect data and monitor outcome measures.
- Maintain client records and reporting data.
- Collaborate with partners.
- Document mental health and referrals.
- Attend Parent Intervention Meetings.
- Attend Student Intervention Meetings.
- Work collaboratively and directly under the OC GRIP Waymakers Program Director, a Licensed Marriage & Family Therapist.

TERM OF OPERATIONS AGREEMENT

- OCDA will accept all funds from ***ANAHEIM UNION HIGH SCHOOL DISTRICT*** in a mutually agreed upon manner.
- This Operations Agreement will be in effect from July 1, 2021 to June 30, 2022.

We, the undersigned, as authorized representatives of the ***ANAHEIM UNION HIGH SCHOOL DISTRICT*** and **OCDA**, do hereby approve this document.

For District Identified Staff

Date

For Todd Spitzer
District Attorney
Orange County District Attorney's Office

Date 5-13-2021

EXHIBIT O

Anaheim Union High School District
Education Division

APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION

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

Name of Organization:	**School:**
Future Business Leaders of America (FBLA)	CVA

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

Hannah Sim

Staff Sponsor(s):

Julieanne Reall

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

The purpose of FBLA is to provide, as an integral part of the instructional program, additional opportunities for secondary students (grades 9–12) in business and/or business-related fields to develop vocational and career supportive competencies and to promote civic and personal responsibilities.

Proposed meetings:

Day(s):	Wednesdays	**Time(s):**	3:30	**Location:**	Via Zoom

Special equipment? ☐**No** ☐**Yes – Describe:**

N/A

Qualifications for membership, if any:

N/A

How are officers elected?	**Term?**
These officers will be elected by members of this organization in a duly authorized meeting, of which all members of the group will be notified.	One 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:

Support CTE Pathways

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

The specific goals of FBLA are to:

- develop competent, aggressive business leadership;
- strengthen the confidence of students in themselves and their work;
- create more interest in and understanding of American business enterprise;
- encourage members in the development of individual projects which contribute to the improvement of home, business, and community;
- develop character, prepare for useful citizenship, and foster patriotism;
- encourage and practice efficient money management;

- encourage scholarship and promote school loyalty;
- assist students in the establishment of occupational goals; and
- facilitate the transition from school to work.

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

Funds will be used Officers & Adviser Training (OAT) Day & Southern Section Leadership Development Institute (LDI) & End of year Social

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

Signature of student making application:	H.Sim
Printed name of student making application:	Hannah Sim
Signature of faculty sponsor:	
Printed name of faculty sponsor:	Julieanne Reall

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: Jackie Counts	**Date:** 5/3/21
Signature of Assistant Superintendent of Education: Dr. Jaron Fried	**Date:** 6/29/21

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
Education Division

APPLICATION FOR STUDENT-INITIATED, NON-CURRICULUM RELATED ORGANIZATION

CLICK AND ENTER DATA

School:	Cypress High School	Date of Application:	5/25/21

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:

Humanitarian Research Association

Purpose of the group (Please describe thoroughly):

The Humanitarian Research Association is a club whose focus is to provide a credible source of information to members about pressing humanitarian crises around the world. This will be achieved through informational presentations by board/club members & by providing opportunities for members to learn about and support humanitarian issues through group discussions and fundraisers. Fundraisers may support funds for club activities as well as donations to help the aforementioned causes.

Frequency of group meetings:

Weekly

Proposed meeting day, time and location:

Day:	Wednesday	Time:	12:47-1:17 PM	Location:	Room 220

Applicant's Signature:	Navya Sharma	Date:	5/25/21
Printed Name:	Navya Sharma		

Advisor's Signature:	Terri Vu	Date:	6/1/21
Printed Name:	Terri Vu		

Principal's Signature:		Date:	6/2/21
Printed Name:	Sean C. Pfeiffer		

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

Assistant Superintendent's Signature:		Date:	6/24/21

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

Hope International University

of Fullerton, California

AGREEMENT

THIS AGREEMENT entered into this 15th day of July, by and between Hope International University of Fullerton, California, hereinafter called the University, and

Anaheim Union High School District

hereinafter called the District:

WITNESSETH

WHEREAS, pursuant to the provisions of Section 11006 of the Education Code, the governing board of any school district is authorized to enter into agreements with a state college, the University of California, or any other university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of such institutions; and

Anaheim Union High School District

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between 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;

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

I.

The district shall provide teaching experience through practice teaching in schools and classes of the District in terms of a defined unit of time for students of the university possessing valid preliminary certificates and assigned by the University to practice teaching in schools or classes of the District, and under the direct supervision and

instruction of such employees of the District, as the University through their duly authorized representative may agree upon.
If either the District or the University concludes that a particular assignment is not beneficial to the elementary or secondary school class(es) involved, and/or the cooperating teaching, and/or the student teacher, that assignment may be terminated. If the District and the University mutually agree, another assignment within the District may be pursued.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes in which the practice teaching is provided.

Employees supervising practice teaching (a) shall have completed a minimum of three (3) years of satisfactory teaching in the subject(s) of the classes in which the practice teaching is to occur, and in teaching the age groups(s) represented in the class(es) in which practice teaching is to occur; and (b) shall have been recommended by the District for supervising practice teachers by virtue of exemplary teaching performance, knowledge of current trends in teaching of the subject(s) taught in classes in which practice teaching is to occur, and knowledge of the student population represented in the class(es) in which practice teaching is to occur.

II.

The University will pay the District according to the following schedule:

A. For each candidate who spends a semester at a school, the school will receive $100, plus any fringe costs, for working with the candidate (For each half semester the school will receive $50.)
B. For each candidate who student teaches for four (4) for five (5) weeks, the supervising master teacher will receive $100, plus any fringe costs.
C. For each candidate who student teaches for eight (8) to ten (10) weeks, the supervising master teacher will receive $150, plus any fringe costs.
D. For each candidate who student teaches for up to (12) weeks, the supervising master teacher will receive $200, plus any fringe costs.

"Unit of practice teaching" as used herein and elsewhere in this agreement shall mean the specified period of time assigned in the District to qualify for the practice teaching requirement by the University. It is understood that in each instance a unit must fall within the semester or school year calendar adopted by the District.

The number of units of practice teaching to be provided for each student of the University assigned to practice teaching under this agreement shall be determined by the University.

III.

An assignment of a student of the University to practice teaching in schools or classes of the District ordinarily shall be for approximately four (4), five (5), eight (8), ten (10) or twelve (12) weeks.

The assignment of a student of the University to practice teaching in the District shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given him or her by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

A student of the University will provide verification and proof of a Certificate of Clearance issued by the State, a TB test and a current CPR/First Aid card.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the quarter units of practice teaching provided the student by the District.

IV.

After the close of each quarter for the University, the District shall submit an invoice, in triplicate, to the University for payment at the rate provided herein, for practice teaching provided by the District under and in accordance with this agreement during said quarter. The District shall attach to the invoice a certificate, in triplicate, executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching an amount not less than the amount on the invoice. The University will pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State.

V.

The term of this agreement shall commence on the 1st day of July, 2021 and shall be ongoing until June 30, 2023.

VI.

The University or District may terminate the agreement date by giving at least thirty (30) days prior written notice.

VII.

Notwithstanding any other provisions of this agreement, details such as maximum number of students, the defined unit of time, or the distribution of assignments of said students to training levels, shall be arranged for by and between the University and the District; it being understood that the District shall not be obligated to accept assignments

of training students beyond the ability of the District, within their established training programs, to effectively provide services pursuant to this agreement; and further, that the University shall not be obligated to pay the District for services in any amount in excess of that provided for under the terms of this agreement.

VIII.

Each of the parties to this agreement agrees to indemnify, defend, and hold harmless the officers, agents, and employees of the other from any and all claims and losses accruing or resulting in connection with the performance of this agreement, and from any and all claims and losses accruing and resulting to any person, firm or corporation who may be injured or damaged by the actions arising directly out of the work to be performed pursuant to this agreement.

If any legal action is necessary to enforce the terms of this agreement or to settle a dispute concerning this agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs in addition to any other relief to which the party may be entitled to the extent awarded by the court.

IX.

All workers' compensation insurance shall be at the cost of the University, and all premiums will be paid by the University.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by there duly authorized offices the day and year first herein before written.

Anaheim Union High School District

By: _____
Brad Jackson
Title: Assistant Superintendent, Human Resources

HOPE INTERNATIONAL UNIVERSITY

By: _____
Dr. Doug Domene
Dean, College of Education

AGREEMENT
FOR SUPERVISED TEACHING AND FIELD TEACHING EXPERIENCES

Portland State University, herein called **UNIVERSITY,** and Anaheim Union High School District, herein called **DISTRICT**, hereby agree that students of **UNIVERSITY** enrolled in a teacher licensure or added endorsement program in Education, herein called **TEACHER CANDIDATES,** who are recommended by the **UNIVERSITY,** may do supervised teaching in the **DISTRICT**'s early intervention, early childhood, elementary, middle/junior and/or high schools according to the provision of this "Agreement."

RECITALS

Whereas, field experience is a required and integral component of the UNIVERSITY's curriculum;

Whereas, the UNIVERSITY desires the cooperation of the DISTRICT in development and implementation of the field experience phase of its curriculum, (hereafter the "Program"); and

Whereas, the DISTRICT wishes to participate with the UNIVERSITY in development and implementation of the UNIVERSITY's program; and

AGREEMENT

Now, therefore, the parties agree as follows:

1) Quality Placements

a. Cooperating Professionals of DISTRICT shall demonstrate competency per Council for Accreditation of Education Preparation ("CAEP") requirements and Interstate Teacher Assessment and Support Consortium ("InTASC") standards, as requested, prior to Teacher Candidate placement.

b. Cooperating Professionals shall meet the following criteria:
   i. Are accomplished professionals who are licensed appropriately for their assignments and who are prepared for their roles as mentors and supervisors.
   ii. Have a minimum of three (3) years' experience immediately prior to supervision;
   iii. Meet any additional criteria for selection as specified by the UNIVERSITY's policies and procedures.

2) Program Expectations

a. The Program shall be designed to meet the requirements of OAR 584-017-1038.
b. Each DISTRICT shall ensure proper oversight of Teacher Candidates at each site.
c. Selection and placement of Teacher Candidate will be made without regard to sex, color, race, religion, age, national origin, sexual orientation, marital status, disability, or veteran's status.

3) Payment to the DISTRICT

The UNIVERSITY shall pay the DISTRICT the sum of $220 for each full-time (40 hours a week, equivalent of 10 weeks) licensure-related student teaching assignment and $110 for each half-time (20 hours a week, equivalent of 5 weeks) licensure-related student teaching assignment in the DISTRICT during each school year. Payment will be made for supervision of Teacher Candidates enrolled in supervised student teaching courses appearing on the Teacher Candidate's official registration. This

payment is the entire sum to be paid. Payment shall be made to the DISTRICT by the UNIVERSITY at the end of each quarter of student teaching.

4) Enrollment Privileges for DISTRICT Supervising Teachers, School Administrators, and Specialist Personnel

a. For each Teacher Candidate who receives supervised teaching and field experience, provided under this Agreement the DISTRICT earns a co-pay privilege to register any employee of the DISTRICT at the UNIVERSITY co-pay fee rate. The rate is one-third of the tuition charged for the course. A "co-pay privilege" allows one individual to register for up to 8 quarter credit hours in the term it is used. The total reduced fee credits awarded for practica and student teaching may not exceed 11 in a year, per each UNIVERSITY Teacher Candidate provided services by the DISTRICT.

b. Supervised full-time student teaching: Co-pay privileges of 5 credit hours may be awarded to the DISTRICT for supervision of the final full-time student teaching per quarter. Student teaching is the culminating, full-time (40 hours per week) supervised teaching experience provided for Teacher Candidates completing a program approved by the Teacher Standards and Practices Commission (TSPC) leading to Preliminary Licensure.

c. Experiential preparatory practica or part-time student teaching: Co-pay privileges of 3 credit hours may be awarded to the DISTRICT for supervision of Teacher Candidates in experiential preparatory practica or part-time student teaching per academic quarter. These are practica assigned to or required of the Teacher Candidate prior to or concurrent with student teaching and/or other miscellaneous practica offered by the UNIVERSITY for Teacher Candidates completing a program approved by the Oregon Teacher Standards and Practices Commission leading to Preliminary Licensure, or specialty endorsements.

5) Redeeming Reduced Fee Credits

a. Earned co-pay privileges must be used by any employee of the DISTRICT within five successive academic quarters (including summer session) following the quarter in which the supervision is provided, after which time the co-pay privilege is void. Co-pay privileges must be used in accordance with current rules governing the UNIVERSITY or DISTRICT co-pay programs.

b. Co-pay privileges (or unused portions thereof) are not cumulative. The staff fee is applicable only up to 8 credit hours in any academic quarter for any DISTRICT employee, including summer session. If the DISTRICT employee using the privilege enrolls for fewer than 8 credits, the unused portions of an enrollment privilege may not be carried to another term or used by another employee.

c. A co-pay privilege may be used during any academic term (including summer session) at the UNIVERSITY.

d. The UNIVERSITY determines its own policies regarding acceptance of reduced fee privileges, and may restrict use of enrollment privileges in courses on a "space available" basis or impose other reasonable restrictions consistent with UNIVERSITY needs.

e. If a DISTRICT employee using a co-pay privilege registers for 8 hours or fewer and desires the in-residence services provided by the Health Service and Incidental Fee, the DISTRICT employee may elect those services by paying the appropriate fee for the number of hours enrolled. If the DISTRICT employee using the co-pay privilege registers for more than 8 credit hours, the first 8 hours may be taken at the co-pay rate. Hours in excess of 8 shall be at the appropriate credit hour rate (graduate or

undergraduate, resident or nonresident) and the UNIVERSITY shall charge all Enrollment Fees applicable to the total number of hours for which the DISTRICT employee is registering.

6) General Provisions

a. To the extent permitted under law, including, without limitation, the Oregon Constitution Article XI, Section 7, and subject to the limitations and conditions of the Oregon Tort Claims Act (ORS 30.260-30.300), UNIVERSITY shall indemnify and hold the DISTRICT/AGENCY, its officers, agents and employees harmless from and against liability and costs arising out of the activities of UNIVERSITY's officers, agents, or employees acting within the scope of their employment and duties in performance of this Agreement; provided, however, that UNIVERSITY shall not be required to indemnify the DISTRICT/AGENCY for any such liability arising out of the wrongful acts of DISTRICT/AGENCY, its officers, employees or agents. To the extent permitted under law, The DISTRICT/AGENCY shall indemnify and hold the UNIVERSITY, and its officers, agents and employees harmless from all claims, suits and actions arising out of the activities of the DISTRICT/AGENCY, its officers, agents and employees acting under this Agreement; provided, however, that DISTRICT/AGENCY shall not be required to indemnify the UNIVERSITY for any such liability arising out of the wrongful acts of UNIVERSITY, its officers, employees, or agents.

UNIVERSITY, as a public university, is insured by the Public Universities Risk Management and Insurance Trust. All UNIVERSITY personnel, officers and employees, acting within the scope of their employment are covered for claims arising out of a single accident or occurrence, limited by ORS 30.270. Portland State University, as a public university, is insured for comprehensive general liability and professional liability with limits of $1 million per occurrence / $3 million aggregate. UNIVERSITY will provide coverage for general and professional liability for its officers, employees, and agents, acting within the scope of their employment, and for Teacher Candidates acting within the scope of their field experience, under this Agreement.

UNIVERSITY is a subject employer under the Oregon Workers' Compensation law in compliance with ORS 656.017, and will maintain workers' compensation insurance throughout the duration of the Agreement. UNIVERSITY Teacher Candidates are not to be considered agents, officers, or employees of the State of Oregon or Portland State University. Since a Teacher Candidate does not qualify as any of those persons, the UNIVERSITY is prohibited from providing worker's compensation insurance for Teacher Candidates.

DISTRICT shall carry comprehensive general liability and professional liability with limits of $1 million per occurrence/$3 million aggregate. DISTRICT shall provide School with evidence of such insurance upon request, and include "Portland State University, its agents and employees" as additional insured on such policies.

b. The UNIVERSITY and the DISTRICT agree to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Agreement. Both parties agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

c. This Agreement becomes effective on the latest date accompanying signatures below and shall remain in effect for three years **or** until terminated in writing according to Paragraph "g" below.

d. The failure of the UNIVERSITY to enforce any provision of this Agreement shall not constitute a waiver by the UNIVERSITY or that of any other provision.

e. The UNIVERSITY may send small groups of Teacher Candidates to observe activities within the school(s) of the DISTRICT and individual Teacher Candidates may be given the opportunity to gain work experience such as tutoring, teaching small groups, and providing presentations. The UNIVERSITY's Teacher Candidates may conduct research projects within the school(s) of the DISTRICT when activities are consistent with the educational programs of the DISTRICT. These activities will be conducted with the approval and in accordance with the general rules of the DISTRICT and the UNIVERSITY. No remuneration will be paid by the UNIVERSITY for the privilege of observation, work experience, or research, and no staff rate or other privileges will be earned by the DISTRICT teachers participating in these activities.

f. Electronic Recording: DISTRICT will permit videotaping or audio or image recording by Teacher Candidates for self-evaluation of teaching effectiveness and for instructional use by the parties. DISTRICT and UNIVERSITY will collaborate to obtain appropriate releases from the parents of participating DISTRICT students. DISTRICT hereby agrees and consents to Teacher Candidate and UNIVERSITY uploading recordings of classroom footage to a third-party, secure, password-protected platform, for the purposes of enabling UNIVERSITY to review and evaluate Teacher Candidate performance.

g. The terms of this agreement may be modified, supplemented, or amended by written agreement signed by all parties.

h. The agreement may be terminated by mutual consent of the parties at any time or by one party upon sixty (60) days' notice to the other party. This termination must be in writing and delivered by certified mail or in person. Such termination notice shall not affect the Teacher Candidates assigned prior to the termination. The UNIVERSITY may invalidate this agreement within thirty (30) days of receipt by the UNIVERSITY's contract officer if the agreement does not comply with the UNIVERSITY's policies.

i. Both the UNIVERSITY and the DISTRICT reserve the right to remove a Teacher Candidate from the program at any time for any reason deemed sufficient by the removing party. The UNIVERSITY agrees that its Teacher Candidates and staff who participate in student teaching or practicum placements in association with DISTRICT staff and students on DISTRICT premises will conduct themselves in accordance with all DISTRICT policies. UNIVERSITY representatives agree to have all Teacher Candidates placed in the DISTRICT sign a form indicating that the Teacher Candidate understands this requirement.

j. Pursuant to Oregon Revised Statute 342.223(1)(d) and Oregon Administrative Rule OAR 584-017-1042(1) the UNIVERSITY agrees to fully comply with the requirement of the Oregon Teacher Standards and Practices Commission regarding criminal background checks and fingerprinting of Teacher Candidates prior to their placement with the DISTRICT.

k. While the UNIVERSITY may have specific policies, procedures and standards set out in individual education programs within the College of Education, including a Handbook distributed to all participants in the programs, these policies, procedures, and standards are for informational purposes only and create no obligation for either the DISTRICT or the UNIVERSITY arising from this Agreement.

l. The purpose of this agreement is to memorialize the understanding between the UNIVERSITY and DISTRICT. It shall not create any beneficial right in any individual.

m. The DISTRICT shall keep confidential and shall not disclose to any person or entity (a) Teacher Candidate applications; (b) Teacher Candidate health records or reports; and/or (c) any Teacher Candidate records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 123G, concerning any Teacher Candidate participating in the Field Placement, unless such disclosure is authorized by the Teacher Candidate or is ordered by a court of competent jurisdiction. DISTRICT shall adopt and enforce policies and procedures necessary to protect the confidentiality of Teacher Candidate records as defined herein.

n. The UNIVERSITY shall instruct their respective Faculty, Staff and Teacher Candidates participating in the supervised teaching and field experience to maintain confidentiality of student information as required by law and by the policies and procedures of the UNIVERSITY and the DISTRICT. UNIVERSITY and Teacher Candidate are considered a "school official" of the DISTRICT for purposes of the Family Education Rights and Privacy Act ("FERPA"). Personally identifiable information regarding DISTRICT students obtained by UNIVERSITY or Teacher Candidate in the performance of this Agreement may only be used for purposes of performing duties under this Agreement, and for no other purpose. Except in limited circumstances permitted by law, UNIVERSITY and Teacher Candidate shall not disclose to any other party without prior consent of the parent/guardian any information regarding DISTRICT students that UNIVERSITY or Teacher Candidate may learn or obtain in the course and scope of performance of this Agreement. Any re-disclosure of confidential student information must be in compliance with the re-disclosure provisions of FERPA.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. DISTRICT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

This Agreement shall not become effective nor binding upon the UNIVERSITY or the DISTRICT until it has been executed below by all parties in the signature spaces provided.

DISTRICT

Anaheim Union High School District

(Name of District/Organization)

501 North Crescent Way / P.O. Box 3520

(Street Address of District/Organization)

Anaheim, CA 92803-3520

(City, State, Zip Code)

95-6000120

(Tax Identification Number)

By: Date:

(Assistant Superintendent of Human Resources, Brad Jackson)

UNIVERSITY

Portland State University

By: Date:

(College of Education Dean, Dr. Marvin Lynn)

By: Date:

(Portland State University Contract Officer)

2021-2022

AGREEMENT BETWEEN THE

NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM

AND THE ANAHEIM UNION HIGH SCHOOL DISTRICT

FOR

ROP CAREER GUIDANCE SPECIALIST SUPPORT SERVICES

THIS AGREEMENT, made and entered into effective the 1st day of July 2021, by and between the Anaheim Union High School District of Orange County, with principal offices located at 501 N. Crescent Way, Anaheim, California 92801, hereinafter referred to as the DISTRICT and the North Orange County Regional Occupational Program with principal offices located at 385 N. Muller St., Anaheim, California 92801, hereinafter referred to as PROGRAM.

WITNESSETH:

NOW, THEREFORE, the DISTRICT agrees to provide district personnel as requested by PROGRAM to service programs maintained by PROGRAM in the DISTRICT as follows:

I. THE FOLLOWING district personnel assigned to the PROGRAM career guidance specialist support services and the proportion time to be spent by each employee on such programs is no longer expressed as a percentage of the full-time equivalent position. The CAREER GUIDANCE SPECIALIST will be assigned to ROP career guidance and support services functions as determined by the DISTRICT, PROGRAM, and the school site administration to which the employee is regularly assigned. The PROGRAM will provide to the district superintendent and school site principal a statement of performance objectives for each career guidance specialist within their district, which will be part of the evaluation process.

II. TERMS OF THE AGREEMENT. In consideration of the furnishing of the services by district personnel as stated herein, the DISTRICT shall be reimbursed by the PROGRAM for the

total cost of providing such services, calculated as follows:

As per the previous agreement dated July 1, 2019, for the 2019-2020 fiscal year, the PROGRAM will pay seventy-five percent (75%) of the amount paid for the 2018-2019 fiscal year; for the 2020-2021 fiscal year the PROGRAM will pay fifty percent (50%) of the amount paid for the 2018-2019 fiscal year; and for the 2021-2022 fiscal year the PROGRAM will pay a per section amount of one thousand two hundred and fifty dollars ($1,250) per section to the DISTRICT.

III. REIMBURSEMENT by the PROGRAM will be made to the DISTRICT within thirty (30) days upon issuance of a monthly invoice commencing the month of September.

IV. THE PROGRAM SHALL INDEMNIFY THE DISTRICT against and hold it harmless from any and all cost, loss, and expense incurred by the DISTRICT as a result of any industrial injury or death sustained by any district employee while assigned to the PROGRAM under this Agreement. The PROGRAM will further hold the DISTRICT harmless from all alleged losses, claims, damages, or injuries sustained by pupils, or third persons from alleged negligent acts or omissions of employee(s) while engaged in the performance of duties for PROGRAM.

V. TERMS OF THIS AGREEMENT will be effective for the period July 1, 2021, through June 30, 2022, unless terminated by either party.

VI. TERMINATION. This Agreement may be terminated by either party by giving thirty (30) days written notice of cancellation.

IN WITNESS THEREOF, the parties have caused this AGREEMENT to be executed effective the day and year first written above.

Nancy C. Nien, Asst. Supt., Business
SUPERINTENDENT OR DESIGNEE
ANAHEIM UNION
HIGH SCHOOL DISTRICT

Theresa M. Giamarino, Ed.D.
SUPERINTENDENT
NORTH ORANGE COUNTY
REGIONAL OCCUPATIONAL PROGRAM

EXHIBIT S

ANAHEIM UNION HIGH SCHOOL DISTRICT

2021-2022 ROP CAREER GUIDANCE SPECIALIST SUPPORT SERVICES

ADDENDUM

District	ROP Career Guidance Specialist Support Services			
Anaheim Union	2020-2021 Current Cost for PROGRAM	2021-2022 Projected Total Number of Sections	2021-2022 Cost Per Section	2021-2022 Projected Annual Cost for PROGRAM
	$ 419,079	255.8	$ 1,250	$319,750

EXHIBIT T

EideBailly
CPAs & BUSINESS ADVISORS

June 22, 2021

Mr. Michael Matsuda
Superintendent
Anaheim Union High School District
PO Box 3520
Anaheim, CA 92803-3520

Dear Superintendent Matsuda:

Thank you for your interest in contracting with our firm for non-audit services. This letter outlines the understanding of the terms and objectives of the consulting engagement between Eide Bailly LLP (Eide Bailly) and Anaheim Union High Unified School District.

Scope of Engagement

We will provide consulting services per your request to provide Associated Student Body live training virtually. The District requests three two-hour workshops. On the first day, Eide Bailly would provide two virtual workshops of two hours each, one in the morning and one in the afternoon. The second day, Eide Bailly would provide one two-hour workshop in the afternoon. The cost would be $1,750.00 x 3 or a total of $5,250.00

Our engagement will be performed under the *Statements on Standards for Consulting Services* issued by the American Institute of Certified Public Accountants (AICPA). We will not provide audit, review, compilation or financial statement preparation services to any historical or prospective financial information or provide attestation services under the AICPA *Statements on Standards for Attestation Engagements* and assume no responsibility for any such information.

You will provide us, as promptly as possible, all requested information and documentation reasonably deemed necessary or desirable by us in connection with the engagement. You represent and warrant that all information and documentation provided or to be provided to us is true, correct and complete, to the best of your knowledge and belief. We are authorized to rely upon such information and documentation without independent investigation or verification.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Eide Bailly, LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing audit services for Anaheim Union High Unified School District.

Timeline

We will begin our procedures upon acceptance of this engagement agreement. We would expect to have our work completed within the 2021-22 calendar year, July 1, 2021 through June 30, 2022, upon receipt of all required data. This timetable assumes the timely receipt of requested information and the cooperation of the parties involved. If delays are experienced in receiving information, the delivery of our work will be delayed accordingly.

Fees

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

Eide Bailly Staff	**Hourly Fees**
Partner / Principal / Senior Manager / Director	$260
Consultant / Manager / Consulting Manager	$235
Senior Associate	$195
Associate	$185
Paraprofessional (administration)	$100

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our procedures are completed, you will be billed for services to the date of termination. All bills are payable upon receipt.

Anaheim Union High Unified School District accepts responsibility for the results of the services being provided and agrees to perform the following functions in connection with this engagement:

- Make all management decisions and perform all management functions.
- Designate a competent individual to oversee the services.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of the services.
- Establish and maintain internal controls, including monitoring ongoing activities.

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Rancho Cucamonga, California.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

Governing Law and Venue

We both agree to submit any unresolved Dispute to trial by a federal or state court venued in Minneapolis, Minnesota. This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota (regardless of the laws that might be applicable under the principles of conflict of law) as to all matters including without limitation, matters of validity, construction, effect, and performance.

LIMITATION OF DAMAGES AND NO PUNITIVE DAMAGES

The exclusive remedy available to you in any adjudication proceeding shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement and/or under applicable professional standards, such damages will be limited to no more than two times fees paid under this agreement. In no event shall we be liable to you for any punitive or exemplary damages, or for attorneys' fees.

TIME LIMITATION

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. We both agree that, notwithstanding any statute of limitations that might otherwise apply to a Dispute, it is reasonable that you may not bring any legal proceeding against us unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our report, return or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the agreed-upon procedure report.

The Limitations Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

INDEMNITY

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements and/or tax return that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not

they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement including our respective responsibilities. If you have any questions, please let us know.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Respectfully,

Caroline A. Larson
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Anaheim Union High Unified School by:

Name & Signature: Nancy C. Nien

Title: Assistant Superintendent, Business

Date: _____

Amendment 4.01 to POST-TERMINATION ADDENDUM
Administrative Service Agreement
Run Out Services Agreement

EXHIBIT U

AMENDMENT 4.01

This Amendment 4.01 (the "Amendment") to the parties' Post-Termination Addendum amends the Post-Termination Addendum that was effective on January 1, 2018, which amended the Administrative Services Agreement (the "Agreement") entered into on January 1, 2008 between Anaheim Union High School District (AUHSD) located at 501 Crescent Way, Anaheim, California 92803 hereinafter referred to as "ADMINISTRATOR," and Pinnacle Claims Management, Inc., whose corporate offices are located at, 15225 Sand Canyon Ave. Irvine, California, 92618, a licensed professional Third Party Administrator, hereinafter referred to as "TPA." This Amendment and its new fee structure, explained below, is effective July 1, 2021 (the "Effective Date").

ADMINISTRATOR and TPA are entering into this Amendment for good and valuable consideration, the sufficiency of which both parties acknowledge. This Amendment modifies the Post-Termination Addendum and its amendments (the "Addendum") as follows, where new language is italicized:

Page 1, under Post-Termination Claims:

Effective January 1, 2018 a monthly Post-Termination Fee, as outlined in Attachment C – Schedule of Service Fees for medical claims adjudicated, paid, or denied each month, will be charged to ADMINISTRATOR for claims services performed through *December 31, 2021* for claims incurred between 01/01/2008 – 12/31/2017. These fees are inclusive of all administrative costs. Additionally, TPA will disburse funds in payment of these claims to the extent that ADMINISTRATOR provides such funds.

Effective January 1, 2018 TPA will adjudicate, pay, or deny medical claims incurred under the Agreement prior to its termination and received by TPA through *December 31, 2021* in accordance with the provision as detailed above and Attachment A, Item I (Claims Administration). ADMINISTRATOR will continue to assume full liability for such claims paid by TPA. TPA will disburse funds in payment of these claims to the extent that ADMINISTRATOR has provided such funds. TPA will have no responsibility to adjudicate, pay or deny any claims received after *December 31, 2021*.

As of the Effective Date of this Amendment, the relevant fee schedule is as follows:

Page 6, Attachment C

POST-TERMINATION RUN-OUT FEE……**$18.00 PER CLAIM**

STOP LOSS REPORTING PACKAGE & HANDLING…..……**$225.00 PER MONTH**

DATA REPORTS……**$200.00 PER HOUR**

THIRD PARTY LIABILITY / LIEN RECOVERY FEES……**18% OF RECOVERY***

ACCOUNT MANAGEMENT SUPPORT FEE……$*125.00* PER MONTH

*Note: This provision does not expire on *December 31,2021* as settlement of third party claims may occur beyond one year.

AUTHORIZATION

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Post-Termination Addendum to the Agreement as of the dates set forth below.

FOR THE PLAN ADMINISTRATOR:

By: _____

Printed Name: Nancy C. Nien

Title: Assistant Superintendent, Business

Dated at: Anaheim, CA

This _____ day of _____, 2021

FOR PINNACLE CLAIMS MANAGEMENT, INC.:

By: _____

Printed Name: David Zanze

Title: President

Dated at: Irvine, CA

This ____ day of _____, 2021

AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT," and Blessed Transportation & Associates, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS DISTRICT is in need of special services on a limited basis;
WHEREAS, DISTRICT is in need of special services; and

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services. The CONTRACTOR will provide the following services:

CONTRACTOR will provide transportation services for student to and from Marden School, located in Irvine, California. Services may also include any other tasks that the PARTIES may agree upon.

a. DISTRICT will provide the address of pickup for the student.

b. DISTRICT will provide any history that the student has regarding any acts of violence, destruction of property, or harm to one's self.

c. DISTRICT will provide any other supplemental supplies necessary for the student's transportation (i.e. if the student cannot travel without music device, iPad, or another type of learning device.)

d. DISTRICT will provide the parent's names(s) and phone numbers(s) so that the CONTRACTOR can contact the student's parents as needed.

DISTRICT will use Special Education Funds (2830) for services provided to students from the following nonpublic school site: Marden School.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on July 16, 2021, and will diligently perform as required and complete performance by July 15, 2022. The AGREEMENT may be extended annually, for up to (3) three additional years, upon written approval by the District's Director of Purchasing and Central Services.

3. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Twenty-Eight Thousand Dollars ($ 28,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: The district will pay CONSULTANT at the rate of $140.00 per day for the total days billed. Payment is due within 30 days of invoice. This rate is based on a non-cancel agreement. The not to exceed amount assumes 200 days of service.
In the event the student is unable to attend school, the parents of the student or the DISTRICT must give notice to the CONTRACTOR no later than 6:00 p.m. the day before the absence. If the advance notice is not given in accordance, the DISTRICT agrees to pay the CONTRACTOR a flat absence fee at the rate of $70.00 for the day.

4. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation.

CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.

6. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT, except as follows: None.

7. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

8. Copyright/Trademark/Patent: CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention

to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty days (15) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (15) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless. Each party (hereafter "Indemnified Party") agrees to and does hereby indemnify, hold harmless other party Indemnified Party and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Indemnified Party or any person, firm or corporation employed by the Indemnified Party , either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the negligence or willful misconduct of the Indemnified Party or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the Indemnified Parties' officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Indemnified Party, or any person, firm or corporation employed by the Indemnified Party, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether

said injury or damage occurs either on or off DISTRICT's property, except for liability for damages which result from the negligence or willful misconduct of the Indemnified Party or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance. CONTRACTOR shall insure CONTRACTOR's activities in connection with the services under this AGREEMENT and agrees to carry insurance to ensure CONTRACTO's ability to adhere to the indemnification requirements under this agreement.

11.1 CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect the following insurance coverage from a California licensed insurer with A, VII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with CONTRACTOR's fulfillment of the obligations under this AGREEMENT:

a. Comprehensive or Commercial Form General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits of $1,000,000 for the following:

(1) Each Occurrence
(2) Products/Completed Operations Aggregate
(3) Personal and Advertising Injury
(4) General Aggregate (Not Applicable to the Comprehensive Form)

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. This policy shall include or be endorsed to include abuse and molestation coverage of at least $1,000,000 for each occurrence.

b. Business Automobile Liability Insurance for owned, scheduled, non-

owned, or hired automobiles with a combined single limit no less than $1,000,000 for each occurrence.

c. Professional Liability Insurance with a limit of $1,000,000 per occurrence, if applicable.

d. Worker's Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety ACT and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

e. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in a separate policy and identified under "Other" coverage of Certificate of Insurance or by indicating in Description of Operations/Special Provisions that Sexual Abuse/Molestation coverage is not excluded and provide policy exclusion pages. If Sexual Abuse/Molestation coverage is added by Endorsement to the General Liability policy, must provide proof of Endorsement. Such coverage shall be in an amount of not less than $1,000,000 per occurrence; $2,000,000 general aggregate

11.2 No later than 5 days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, and prior to commencing the services under this AGREEMENT, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

CONTRACTOR shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating, "Such insurance as is afforded by this policy shall be

primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above-mentioned insurance coverages shall be cause for termination of this AGREEMENT.

12. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

13. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR's business, the services, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

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

15. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

17. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful

discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age, or other characteristics protected by federal or state laws of such persons.

18. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:	CONTRACTOR:
Brad Minami Anaheim Union High School District 501 N. Crescent Way Anaheim, California 92801	Ricardo Gonzalez Safe Ride, Inc. dba: Blessed Transportation & Associates 501 S. Falcon St. Anaheim, CA 92804

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

21. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

22. Headings: The headings contained in this AGREEMENT are provided exclusively for reference and the convenience of the parties. No legal significance of any type shall be attached to

the headings

23. Counterparts: This AGREEMENT may be signed and delivered in two counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the AGREEMENT, and the AGREEMENT shall not be binding on any party until all parties have signed it.

24. Authorized signatures: The individual signing this AGREEMENT warrants that he/she is authorized to do so. The parties understand and agree that a breach of this warranty shall constitute a breach of the AGREEMENT and shall entitle the ono-breaching party to all appropriate legal and equitable remedies against the breaching party.

25. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 30th day of June 2021 .

Blessed Transportation & Associates, Inc. dba:
Blessed Transportation
& Associates

06/30/2021
Date:

Authorized Signature:

Ricardo Gonzalez President

Anaheim Union High School District

Date:

Authorized Signature:
Nancy Nien, Ph.D.
Assistant Superintendent,
Business Services

Enter Number or Initial

Federal Identification Number

52-1590951

If a company/corporation is being approved, the signature must be that of a responsible person.

EXHIBIT W

ANAHEIM UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PUPIL TRANSPORTATION

This AGREEMENT is made and entered into the 1st day of July 2021, by and between the

ANAHEIM UNION HIGH SCHOOL DISTRICT A
PUBLIC SCHOOL DISTRICT

And

GREATER ANAHEIM SELPA A
PUBLIC SCHOOL AGENCY

WITNESSETH:

WHEREAS, Education Code 10900.5 authorized a school district to contract with public authorities as defined in Education Code 10901 for the provision of school transportation services by a district for public authorities and the payment for the same by the benefitted public authority to the district performing said services; and

WHEREAS, the parties hereto desire, from July 1, 2021, through June 30, 2022, that the Anaheim Union High School District (AUHSD) for consideration, will provide buses and drivers to the other district (herein after paying district) on an as needed and when available basis.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. That the parties, for consideration as hereinafter set forth, shall provide school buses and licensed school bus drivers for the transportation of pupils, when the paying district lacks the necessary buses to transport its pupils and when the AUHSD has available extra school buses and licensed school bus drivers.

2. That the paying district, in consideration for services rendered by the AUHSD under this agreement, agrees that the compensation shall be rated at $81 per hour with no mileage or other additional charges, with the charges for home-to-school special needs student transportation to be rated at $48.00 per day, per student.

3. The AUHSD shall indemnify, defend, and hold the paying district harmless from any liability for personal injury or property damage arising out of the negligence of the AUHSD. The paying district shall indemnify, defend, and hold the AUHSD harmless from any liability for personal injury or property damage arising out of the negligence of the paying district.

4. The GREATER ANAHEIM SELPA shall for the duration of the Agreement secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:

- Each Occurrence $1,000,000
- Sexual Misconduct (may be included in General Liability) $1,000,000

  If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.

- General Aggregate $2,000,000

5. The GREATER ANAHEIM SELPA must provide a Certificate of Insurance or other evidence of insurance satisfactory to Anaheim Union High School District, with specific reference to the event described in this Agreement and by endorsement, the policy must reflect Anaheim Union High School District as an additional insured. The policy number on the certificate of insurance must match the policy number on the endorsement (if Blanket Additional Insured Endorsement is not provided).

6. This agreement is subject to cancellation by either party upon thirty (30) days advanced written notice.

7. This agreement constitutes the entire understanding of the parties hereto with respect to this matter and supersedes all prior discussions and communications. Any modifications to this agreement must be done in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate on the day and year first written above.

Anaheim Union High School District
of Orange County, California

_____
Nancy Nien, Ph.D.
Assistant Superintendent, Business

_____
Date

Greater Anaheim SELPA
of Orange County, California

Paul Lavigne
Paul Lavigne, Ed.D.
Executive Director

5/20/21
Date

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

Quantity	Description
1	Bookcase
3	Camera
73	Chromebook
37	Computer Desktop
2	Computer iMac
17	Computer Laptop
1	Computer Table
4	Computer Tower
1	Credenza
6	Document Camera
5	Drawing Padlets
1	DVD Player
1	File Cabinet
1	Graphic Tablet
117	HP Streams
5	Keyboard
42	Lunch Tables
19	Lunch Tables, Rectangular
4	Lunch Tables, Small Round
2	Lunch Tables, Small Square
1	Microphone
1	Microwave
47	Monitor
4	Mouse
1	Omnibook
1	Pen Tablet
1	Piano
14	Projector
8	Remote
2	Scanner
2	Speaker
2	Tablet Forte
2	Television
4	VCR
4	Video Camera
1	Video Effects Mixer
1	Video Recorder
1	Zip Drive
7	Shelving
6	Smartboard
2	Speaker
1	Stand Storage

2	Storage Container
280	Student Chair
53	Student Desk
3	Student Table
64	Table
1	Television Cart
1	Television Wall Mount
1	Video Converter

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

Description	Quantity	Publication Date	General Condition	Reason For Disposition	Compliant Y/N
History					
The American Journey	222	Outdated	Fair	Obsolete	No To Be Sold
The American Journey TE	2	Outdated	Fair	Obsolete	No To Be Sold
Music					
Acappella Singer Mens Voices	38	Outdated	Fair	Obsolete	No To Be Sold
Acappella Singer Womens Voices	33	Outdated	Fair	Obsolete	No To Be Sold
Beethovens Symphony No 5	13	Outdated	Fair	Obsolete	No To Be Sold
Five Centuries of Choral Music	16	Outdated	Fair	Obsolete	No To Be Sold
Grease Music Lyrics paperback	15	Outdated	Fair	Obsolete	No To Be Sold
Jasper Sight Singing	24	Outdated	Fair	Obsolete	No To Be Sold
Master Chorus Mixed Voices	4	Outdated	Fair	Obsolete	No To Be Sold
Master Chorus Voice Parts	11	Outdated	Fair	Obsolete	No To Be Sold
Melodia Sight Singing Book	60	Outdated	Fair	Obsolete	No To Be Sold
Music for Sight Singing	18	Outdated	Fair	Obsolete	No To Be Sold
Successful Sight Singing Book	46	Outdated	Fair	Obsolete	No To Be Sold
The Golden Years Choral Music	31	Outdated	Fair	Obsolete	No To Be Sold
Tonal Harmony Textbook	2	Outdated	Fair	Obsolete	No To Be Sold

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PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P64R1788	**A ALVARADO PAINTING**	**5,100.00**	5,100.00	0125237081 5610	KA/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
R64R0025	**A ALVARADO PAINTING**	**1,200.00**	1,200.00	0150237081 5610	ADMIN/PAINT/MO / REPAIRS/MAINT - O/S SERVICES
R64R0029	**A AND V CONTRACTORS INC.**	**13,500.00**	13,500.00	0117750610 5610	IS/CTE/INSTR / REPAIRS/MAINT - O/S SERVICES
R64X0096	**A Z BUS SALES INC.**	**15,000.00**	15,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
R64X0092	**A1 TRANSMISSION SERVICE**	**18,000.00**	18,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
P64R1808	**AC POWER 1 INC**	**1,400.00**	1,400.00	0131231081 5610	BR/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVICES
R64X0066	**ACS BILLING SERVICE**	**69,000.00**	69,000.00	0111000081 5580	MO/MO / SANITATION
R64X0050	**ADI**	**18,000.00**	18,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
P64T0694	**ADORAMA**	**507.92**	365.70	0121000910 4410	WE/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
			142.22	0121008010 4410	WESTERN/VOC MUSIC/INSTR / EQUIPMENT -
R64A0027	**ADT COMMERCIAL LLC**	**7,595.04**	7,595.04	0150000083 5620	ADMIN/SEC / RENTALS/OPERATING LEASES
R64A0028	**ADT COMMERCIAL LLC**	**33,065.28**	33,065.28	0172172083 5620	SAFE SCHOOLS / RENTALS/OPERATING LEASES
R64X0051	**ADVANCED WILDLIFE REMOVAL**	**4,000.00**	4,000.00	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
R64X0052	**ADVANTAGE WEST INVESTMENT ENTE**	**10,000.00**	10,000.00	0111221081 4347	OPERATIONS - CUSTODIAL / OPERATIONS SUPPLIES
R64X0062	**AGRI TURF DISTRIBUTING LLC**	**15,000.00**	15,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
P64C0094	**AIRSUPPLY TOOLS INC.**	**6,869.06**	6,869.06	0179113036 4387	GARAGE/TRANS-REG ED/TRANSPORT /
R64X0063	**ALBRIGHT LIGHTING PLASTICS**	**6,000.00**	6,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
R64X0053	**ALC SCHOOLS LLC**	**60,000.00**	60,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
R64X0064	**ALLIANCE ENVIRONMENTAL COMPLIA**	**80,000.00**	80,000.00	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
P64R1815	**ALWAYS GREEN TURF**	**5,900.00**	5,900.00	0128028010 6490	CY/ATHLET/INSTR / EQUIPMENT - OTHER
P64R1812	**AMERICAN CASUAL**	**3,947.32**	3,947.32	0127000010 4310	KE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
R64X0068	**AMERICAN TIME**	**15,000.00**	15,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIE
R64A0021	**ANAHEIM ELEMENTARY SCHOOL DIST**	**10,000.00**	10,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /

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R64X0093	**ANAHEIM FULLERTON TOWING**	**1,000.00**	1,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
R64X0001	**ANAHEIM TOOL REPAIR**	**1,000.00**	1,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64R0021	**AP BY THE SEA**	**600.00**	600.00	0125381010 5210	KA/ECIA1/INSTR / TRAVEL AND CONFERENCE
R64X0034	**APOLLO PRINTING AND GRAPHICS**	**2,000.00**	2,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
R64X0069	**ARROW SERVICES INC**	**50,000.00**	50,000.00	0111220081 5580	OPERATIONS - GENERAL / SANITATION
R64X0115	**ART SUPPLY WAREHOUSE**	**2,000.00**	2,000.00	0127005010 4310	KE/ART/INSTR / INSTRUCTIONAL MATL & SUPPLIES
R64X0094	**ASBURY ENVIRONMENTAL SERVICES**	**4,000.00**	4,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
R64X0002	**ASSOCIATED BUSINESS PRODUCTS**	**1,500.00**	1,500.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64R1782	**ATKINSON ANDELSON LOYA RUUD**	**118.00**	118.00	0104104072 5210	CERT HR/GENL ADM / TRAVEL AND CONFERENCE
R64R0005	**ATKINSON ANDELSON LOYA RUUD**	**338.00**	338.00	0147361010 5210	HOPE/ESSA SCH IMPROV FUND(CSI) / TRAVEL AND
P64R1775	**AVID CENTER**	**850.00**	850.00	0132381010 5210	OR/ECIA1/INSTR / TRAVEL AND CONFERENCE
P64R1776	**AVID CENTER**	**850.00**	850.00	0132381010 5210	OR/ECIA1/INSTR / TRAVEL AND CONFERENCE
P64R1779	**AVID CENTER**	**1,700.00**	1,700.00	0132381010 5210	OR/ECIA1/INSTR / TRAVEL AND CONFERENCE
P64R1821	**AVID CENTER**	**850.00**	850.00	0137381021 5210	SY/ECIA1/SUPV INST / TRAVEL AND CONFERENCE
R64A0019	**AVID CENTER**	**56,602.00**	4,354.00	0120381010 5310	ANAHEIM/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,354.00	0121381010 5310	WE/ECIA TITLE I/INSTRUCTI / DUES AND
			4,354.00	0122381010 5310	MA/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,354.00	0123381010 5310	SA/TITLE I/INSTR / DUES AND MEMBERSHIPS
			4,354.00	0124381010 5310	LO/TITLE I/INSTRUCTIONAL / DUES AND
			4,354.00	0125381010 5310	KA/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,354.00	0131381010 5310	BR/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,354.00	0132381010 5310	OR/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,354.00	0135381010 5310	DALE/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,354.00	0137381010 5310	SY/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,354.00	0138381010 5310	BALL/ECIA1/INSTR / DUES AND MEMBERSHIPS

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R64A0019	***** CONTINUED *****				
			4,354.00	0140381010 5310	SOUTH/ECIA1/INSTR / DUES AND MEMBERSHIPS
			4,354.00	0142000910 5310	OX/LCFF-CONCENTRATION/INSTR / DUES AND
R64R0006	**AVID CENTER**	**850.00**	850.00	0138000910 5210	BA/LCFF-CONCENTRATION/INSTR / TRAVEL AND
R64X0095	**AXLE TRANSMISSION XCHANGE**	**15,000.00**	15,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
P64T0696	**B AND H PHOTO VIDEO INC**	**313.02**	313.02	0120381110 4310	TITLE I - PARENTING / INSTRUCTIONAL MATL &
P64T0702	**B AND H PHOTO VIDEO INC**	**16,483.71**	557.65	0131361010 4310	BR/ESSA SCH IMPROV FUND (CSI) / INSTRUCTIONAI
			7,844.94	0131361010 4410	BR/ESSA SCH IMPROV FUND (CSI) / EQUIPMENT -
			8,081.12	0131361010 6490	BR/ESSA SCH IMPROV FUND (CSI) / EQUIPMENT -
P64T0703	**B AND H PHOTO VIDEO INC**	**6,125.65**	3,800.41	0131361010 4310	BR/ESSA SCH IMPROV FUND (CSI) / INSTRUCTIONAI
			2,325.24	0131361010 4410	BR/ESSA SCH IMPROV FUND (CSI) / EQUIPMENT -
R64X0078	**B AND H PHOTO VIDEO INC**	**500.00**	500.00	0100970081 4347	COMMUNITY SERVICE/MO / OPERATIONS SUPPLIES
P64R1794	**B AND M LAWN AND GARDEN INC**	**1,290.58**	1,290.58	0123028081 5610	SAVANNA/ATHLETICS/MAINT / REPAIRS/MAINT - O/
R64X0003	**B AND M LAWN AND GARDEN INC**	**6,000.00**	6,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64X0070	**B AND M LAWN AND GARDEN INC**	**25,000.00**	25,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
R64R0017	**BARNES AND NOBLE**	**1,462.20**	1,462.20	0124000910 4210	LO/LCFF-CONCENTRATION/INSTR / BOOKS AND
R64X0072	**BARNEY'S BLENDS INC.**	**25,000.00**	25,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
R64X0086	**BCT ENTERTAINMENT**	**3,000.00**	3,000.00	0100970081 4347	COMMUNITY SERVICE/MO / OPERATIONS SUPPLIES
R64X0087	**BEE BUSTERS**	**7,500.00**	7,500.00	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
P64R1798	**BEST BUY FOR BUSINESS**	**1,282.20**	1,282.20	0135032010 4410	DALE/G/EN SCI/INSTR / EQUIPMENT -
R64X0088	**BIG D SUPPLIES**	**2,000.00**	2,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
R64X0089	**BIRD B GONE INC**	**2,000.00**	2,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
R64X0035	**BJ BINDERY**	**40,000.00**	40,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
R64X0090	**BLACK AND DECKER U S INC**	**1,000.00**	1,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES

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P64R1781	**BLICK ART MATERIALS LLC**	**746.78**	746.78	0153385010 4310	SP/TITLE IV, PART A/INSTR / INSTRUCTIONAL MATL
R64X0091	**BOBCAT OF LOS ANGELES INC**	**10,000.00**	10,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
P64R1790	**BOOK SYSTEMS INC**	**1,355.33**	1,355.33	0153392010 4310	SP/ESSER-CARES ACT/INSTR / INSTRUCTIONAL MAT
P64T0705	**BOOK SYSTEMS INC**	**3,389.88**	3,389.88	0153392010 4410	SP/ESSER-CARES ACT/INSTR / EQUIPMENT -
R64X0097	**BORDER TIRE**	**35,000.00**	35,000.00	0179113036 4386	GARAGE/TRANS-REG ED/TRANSPORT /
R64X0004	**BRIDGEPORT GOLF CARS**	**25,000.00**	25,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64T0011	**BRIGHTBYTES INC.**	**30,000.00**	30,000.00	0108392310 5880	EIT/ESSER II/INSTR / OTHER OPERATING EXPENSES
P64R1824	**BSN SPORTS**	**18,725.74**	15,719.51	0128028010 4310	CY/ATHLET/INSTR / INSTRUCTIONAL MATL &
			3,006.23	0128028010 4410	CY/ATHLET/INSTR / EQUIPMENT - NON-CAPITALIZE
R64R0008	**BUDDY'S ALL STARS INC**	**3,081.50**	3,081.50	0123028081 5630	SAVANNA/ATHLETICS/MAINT / REPAIRS/ATHLETIC
R64X0005	**BUSINESS MACHINES UNLIMITED**	**5,000.00**	5,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64X0098	**BUSWEST LLC**	**20,000.00**	20,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
P64R1820	**C.A.S.H.**	**1,156.00**	1,156.00	0156156072 5210	FACILITIES/GENL ADM / TRAVEL AND CONFERENC
P64R1783	**CABE**	**3,400.00**	3,400.00	0163452010 5210	EL/BIL TCHR PD-BECOME (BTPDP) / TRAVEL AND
R64R0007	**CAL LIFT INC**	**10,698.00**	10,698.00	0114114072 6490	WAREHOUSE/GENL ADM / EQUIPMENT - OTHER
R64X0006	**CAL LIFT INC**	**9,500.00**	9,500.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64R1817	**CALIFORNIA ASSOCIATION OF**	**1,000.00**	1,000.00	0113113072 5310	TRANS/TRANS SP-ED/GEN ADMIN / DUES AND
R64X0007	**CAMERA TECH REPAIRS**	**1,000.00**	1,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64X0099	**CANYON AUTO GLASS**	**8,500.00**	8,500.00	0179113036 4385	GARAGE/TRANS-REG ED/TRANSPORT /
R64X0008	**CAPISTRANO GOLF CARS INC**	**25,000.00**	25,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64X0027	**CART MAN INC, THE**	**25,000.00**	25,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64T0691	**CDW GOVERNMENT INC.**	**409.30**	409.30	0113113036 4320	TRANS/REG-ED/TRANSPORTATION / OTHER
P64T0698	**CDW GOVERNMENT INC.**	**2,325.25**	2,325.25	0120393010 4410	ANAHEIM/VEA-2B/INSTR / EQUIPMENT -

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P64T0706	**CDW GOVERNMENT INC.**	**472.88**	472.88	0122261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
R64X0054	**CERTIFIED TRANSPORTATION SVCS**	**9,900.00**	9,900.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
P64A0254	**CHARACTERSTRONG LLC**	**70,000.00**	70,000.00	0117000910 5805	INST SVR/LCFF/INSTR / INSTRUCTIONAL PROF
R64X0100	**CITY AUTO TOP**	**10,000.00**	10,000.00	0179113036 4385	GARAGE/TRANS-REG ED/TRANSPORT /
R64A0022	**CLEAN ENERGY**	**30,000.00**	30,000.00	0113113036 4392	TRANS/REG-ED/TRANSPORTATION /
R64R0034	**CLEATECH LLC**	**9,567.28**	9,567.28	2535710185 4410	DALE/DEV FEES/FAC ACQ / EQUIPMENT -
R64X0036	**COAST TO COAST LABEL**	**1,000.00**	1,000.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC
R64X0037	**COCO PRINTING AND GRAPHICS**	**10,000.00**	10,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
P64R1823	**COLLEGE BOARD**	**400.00**	400.00	0115115021 5880	EDUCATION/SUPV INST / OTHER OPERATING
P64R1795	**CONTAINER ALLIANCE**	**1,285.76**	1,285.76	2737731185 6274	SY/BOND SERIES 2019- MEAS H / CONSTRUCTION -
R64R0001	**CONTINENTAL ATHLETIC SUPPLY IN**	**3,463.00**	3,463.00	0120028081 5630	ANAHEIM/ATHLETIC/FIELDMN SUPP /
P64C0110	**CREATIVE BUS SALES**	**8,643.40**	8,643.40	0179113536 4410	GARAGE/TRANS-SP ED/TRANSP / EQUIPMENT -
R64X0101	**CREATIVE BUS SALES**	**20,000.00**	20,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
R64R0003	**DAKTRONICS**	**36,988.92**	36,988.92	0100000072 6490	GEN FUND/GENL ADM / EQUIPMENT - OTHER
R64X0102	**DARTCO TRANSMISSION SALES SVC**	**25,000.00**	25,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
P64R1777	**DEMCO INC**	**7,744.44**	1,602.69	0153392010 4410	SP/ESSER-CARES ACT/INSTR / EQUIPMENT -
			6,141.75	0153392010 6490	SP/ESSER-CARES ACT/INSTR / EQUIPMENT - OTHER
P64A0262	**DISCOVERY RANCH**	**33,833.00**	27,633.00	0119282439 5860	SP ED MENTAL HEALTH SERVICES / NONPUBLIC
			6,200.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
P64R1803	**DOCUMENT TRACKING SERVICE LLC**	**1,200.00**	1,200.00	0153381010 5880	SP PR ADM/ECIA1/INSTR / OTHER OPERATING
P64ER422	**DUMMY VENDOR**	**795.59**	795.59	0144000910 4310	LEX/LCFF-CONCENTRATION/INSTR / INSTRUCTION/
P64R1814	**EBERHARD EQUIPMENT**	**990.19**	990.19	0111222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
R64T0008	**EBSCO PUBLISHING**	**37,000.00**	37,000.00	0153000910 5880	SP PR/LCFF-SUPPLEMENTAL / OTHER OPERATING

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R64R0012	**EBSCO SUBSCRIPTION SERVICE**	**1,148.74**	1,148.74	0125000910 4310	KA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64C0117	**ECONO FENCE INC**	**5,125.00**	5,125.00	0135232081 5610	DALE/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
R64X0009	**ECONOMY RENTALS INC**	**3,000.00**	3,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64T0708	**EHP SOLUTIONS**	**174,070.13**	174,070.13	0108392310 4320	EIT/ESSER II/INSTR / OTHER OFFICE/MISC SUPPLIES
R64T0009	**ENCYCLOPEDIA BRITANNICA INC.**	**13,900.00**	13,900.00	0153000910 5880	SP PR/LCFF-SUPPLEMENTAL / OTHER OPERATING
P64C0118	**ENVIRONMENTAL REMEDIATION CONT**	**1,900.00**	1,900.00	0124230081 5610	LOARA/GENERAL/MO / REPAIRS/MAINT - O/S
R64R0024	**EVOQUA WATER TECHNOLOGIES LLC.**	**9,369.36**	9,369.36	0113113036 5610	TRANS/REG-ED/TRANSPORTATION / REPAIRS/MAIN
R64X0056	**EVOQUA WATER TECHNOLOGIES LLC.**	**6,000.00**	6,000.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION / REPAIRS/MAIN
R64X0057	**EXPO PROPANE**	**50,000.00**	50,000.00	0113113036 5810	TRANS/REG-ED/TRANSPORTATION /
R64X0010	**FEDEX**	**10,000.00**	10,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64C0123	**FERGUSON ENTERPRISES INC**	**884.22**	884.22	0138239081 4410	BALL/PLUMB/MO / EQUIPMENT - NON-CAPITALIZED
R64X0076	**FIVE STAR RUBBER STAMP INC**	**3,000.00**	3,000.00	0112112072 4320	PURCHASING/GENL ADM / OTHER OFFICE/MISC
R64X0011	**FIX 4 LESS GOLF CARS**	**5,000.00**	5,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64X0075	**FLEET SERVICES INC**	**52,500.00**	52,500.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
R64X0081	**FREESTYLE PHOTOGRAPHIC SUPPLIE**	**3,200.00**	3,200.00	0127009010 4310	KE/PHOTO/INSTR / INSTRUCTIONAL MATL &
R64R0022	**FROG ENVIRONMENTAL INC.**	**8,000.00**	8,000.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION / REPAIRS/MAIN
P64A0259	**FUSION LEARNING INC**	**81,000.00**	81,000.00	0119283011 5880	SYS/INSTR / OTHER OPERATING EXPENSES
R64X0038	**GANS INK AND SUPPLY CO. INC.**	**12,500.00**	12,500.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC
R64X0103	**GARY'S RADIATOR SERVICE**	**8,000.00**	8,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
P64T0697	**GHA TECHNOLOGIES INC**	**1,721.85**	1,721.85	0120393010 4410	ANAHEIM/VEA-2B/INSTR / EQUIPMENT -
P64R1789	**GLASBY MAINTENANCE SUPPLY CO.**	**14,955.27**	14,955.27	0111221081 4347	OPERATIONS - CUSTODIAL / OPERATIONS SUPPLIES
P64R1810	**GLASBY MAINTENANCE SUPPLY CO.**	**9,665.18**	9,665.18	0111221081 4410	OPERATIONS - CUSTODIAL / EQUIPMENT -
R64X0104	**GRAINGER**	**3,000.00**	3,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS

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P64R1809	**H AND E EQUIPMENT SERVICES**	**963.11**	963.11	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
R64X0105	**H AND H AUTO PARTS WHOLESALE**	**30,000.00**	30,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
P64A0266	**HARBOR COATING & RESTORATION**	**117,000.00**	117,000.00	0168237081 5610	GI SOUTH/PAINT/MO / REPAIRS/MAINT - O/S
P64R1807	**HCI SYSTEMS INC**	**600.00**	600.00	0150231081 5610	ADMIN/ELECTRIC/MO / REPAIRS/MAINT - O/S
R64X0106	**HD INDUSTRIES**	**20,000.00**	20,000.00	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
P64R1825	**HILLYARD FLOOR CARE SUPPLY**	**4,557.07**	4,557.07	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
R64X0107	**HOME DEPOT CREDIT SERVICES**	**2,500.00**	2,500.00	0179113036 4385	GARAGE/TRANS-REG ED/TRANSPORT /
P64R1799	**HOWARDS APPLIANCES INC**	**1,745.54**	1,745.54	0137000910 4410	SY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
P64R1800	**HOWARDS APPLIANCES INC**	**511.80**	511.80	0123030010 4410	SAVANNA/BIOLOGY/INSTRUCTIONAL / EQUIPMENT
P64R1801	**HOWARDS APPLIANCES INC**	**2,715.26**	2,715.26	0131000910 4410	BR/LCFFF-CONCENTRATION/INSTR / EQUIPMENT -
R64A0023	**HUNTINGTON BEACH U.H.S.D.**	**10,000.00**	10,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
R64X0012	**IMAGE APPAREL FOR BUSINESS**	**3,000.00**	3,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64X0077	**IMAGE APPAREL FOR BUSINESS**	**30,000.00**	30,000.00	0113113036 4388	TRANS/REG-ED/TRANSPORTATION /
R64X0039	**IMAGE SOURCE**	**20,000.00**	20,000.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC
P64A0263	**INCLUSIVE EDUCATION PROJECT**	**3,750.00**	3,750.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
P64T0699	**INSIGHT PUBLIC SECTOR INC**	**4,288.45**	4,288.45	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64T0700	**INSIGHT PUBLIC SECTOR INC**	**731.32**	731.32	0124381010 4310	LO/TITLE I/INSTRUCTIONAL / INSTRUCTIONAL MAT
P64T0701	**INSIGHT PUBLIC SECTOR INC**	**121.89**	121.89	2535710185 4410	DALE/DEV FEES/FAC ACQ / EQUIPMENT -
P64T0707	**INTELESYSONE INC.**	**429.58**	429.58	2561710185 4410	PO/DEVELOPER FEES/FAC ACQ / EQUIPMENT -
P64C0125	**J AND A FENCE**	**1,600.00**	1,600.00	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
R64X0118	**J.W. PEPPER AND SON INC.**	**1,500.00**	1,500.00	0127008010 4310	KE/VOC MUSIC/INSTR / INSTRUCTIONAL MATL &
R64X0122	**J.W. PEPPER AND SON INC.**	**1,000.00**	1,000.00	0144008010 4310	LEX/VOC MUSIC/INSTR / INSTRUCTIONAL MATL &

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R64X0040	**JART DIRECT MAIL SERVICE**	**40,000.00**	40,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
R64X0059	**JFK TRANSPORTATION CO INC**	**11,000.00**	11,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
P64C0120	**JM AND J CONTRACTORS**	**3,850.00**	3,850.00	0132230081 5610	OR/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
P64C0122	**JM AND J CONTRACTORS**	**1,300.00**	1,300.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
R64X0060	**JOE RHODES MAINTENANCE SERVICE**	**2,500.00**	2,500.00	0113113036 5610	TRANS/REG-ED/TRANSPORTATION / REPAIRS/MAIN
R64X0013	**JOHN RIZUTO'S KILN SERVICE**	**3,000.00**	3,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64R1813	**JOHNSON CONTROLS**	**2,295.08**	2,295.08	0110235081 4410	MAINTENANCE/HVAC/MO / EQUIPMENT -
P64R1786	**JOURNEYWORKS PUBLISHING**	**2,774.66**	2,774.66	0172489510 4210	SAFE SCHL/TUPE GNT-COHORT J / BOOKS AND
R64X0014	**KAIROS TOOLING**	**2,000.00**	2,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64R0014	**KEENAN ASSOCIATES**	**62,550.00**	62,550.00	0100000010 3910	GEN FUND/INSTR / OTHER EMPLOYEE
R64X0041	**KELLY PAPER**	**1,000.00**	1,000.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC
R64R0026	**KYA SERVICES**	**18,565.80**	15,813.52	0132233081 5610	OR/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
			2,752.28	0150233081 5610	DO/FLOOR/M&O / REPAIRS/MAINT - O/S SERVICES
R64R0027	**KYA SERVICES**	**23,684.43**	23,684.43	0120233081 5610	ANAHEIM/FLOOR/MO / REPAIRS/MAINT - O/S
R64R0032	**KYA SERVICES**	**82,130.08**	67,807.46	0120233081 5610	ANAHEIM/FLOOR/MO / REPAIRS/MAINT - O/S
			14,322.62	0132233081 5610	OR/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
R64R0023	**LABELL EXCHANGE**	**7,200.00**	7,200.00	0113113036 5918	TRANS/REG-ED/TRANSPORTATION / TELEPHONE
P64A0258	**LAW OFFICES OF SHEILA C.BAYNE**	**8,000.00**	8,000.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
R64A0024	**LOS ALAMITOS UNIFIED SCHOOL DI**	**10,000.00**	10,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
R64X0061	**LUX BUS AMERICA COMPANY**	**9,650.00**	9,650.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
R64X0071	**M COACH**	**9,650.00**	9,650.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
R64A0001	**MANHATTAN STITCHING INC**	**7,000.00**	7,000.00	0120027010 4310	ANAHEIM/PHYS ED/INSTR / INSTRUCTIONAL MATL
R64A0002	**MANHATTAN STITCHING INC**	**10,000.00**	10,000.00	0138027010 4310	BALL/PHYS ED/INSTR / INSTRUCTIONAL MATL &

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R64A0003	**MANHATTAN STITCHING INC**	**5,000.00**	5,000.00	0131027010 4310	BR/PHYS ED/INSTR / INSTRUCTIONAL MATL &
R64A0004	**MANHATTAN STITCHING INC**	**9,500.00**	9,500.00	0135027010 4310	DALE/PHYS ED/INSTR / INSTRUCTIONAL MATL &
R64A0005	**MANHATTAN STITCHING INC**	**10,000.00**	10,000.00	0125027010 4310	KA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
R64A0006	**MANHATTAN STITCHING INC**	**9,200.00**	9,200.00	0127027010 4310	KE/PHYS ED/INSTR / INSTRUCTIONAL MATL &
R64A0007	**MANHATTAN STITCHING INC**	**12,000.00**	12,000.00	0144027010 4310	LEX/PHYS ED/INSTR / INSTRUCTIONAL MATL &
R64A0008	**MANHATTAN STITCHING INC**	**8,000.00**	8,000.00	0124027010 4310	LOARA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
R64A0009	**MANHATTAN STITCHING INC**	**5,000.00**	5,000.00	0122027010 4310	MA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
R64A0010	**MANHATTAN STITCHING INC**	**14,000.00**	14,000.00	0132027010 4310	OR/PHYS ED/INSTR / INSTRUCTIONAL MATL &
R64A0011	**MANHATTAN STITCHING INC**	**5,300.00**	5,300.00	0142027010 4310	OXFORD/PHYS ED/INSTR / INSTRUCTIONAL MATL &
R64A0012	**MANHATTAN STITCHING INC**	**6,300.00**	6,300.00	0123027010 4310	SA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
R64A0013	**MANHATTAN STITCHING INC**	**7,000.00**	7,000.00	0140027010 4310	SOUTH/PHYS ED/INSTR / INSTRUCTIONAL MATL &
R64A0014	**MANHATTAN STITCHING INC**	**18,000.00**	18,000.00	0137027010 4310	SY/PHYS ED/INSTR / INSTRUCTIONAL MATL &
R64A0015	**MANHATTAN STITCHING INC**	**15,000.00**	15,000.00	0134027010 4310	WA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
R64A0016	**MANHATTAN STITCHING INC**	**4,700.00**	4,700.00	0121027010 4310	WESTERN/PHYS ED/INSTR / INSTRUCTIONAL MATL
R64A0017	**MANHATTAN STITCHING INC**	**6,000.00**	6,000.00	0128027010 4310	CY/PHYS ED/INSTR / INSTRUCTIONAL MATL &
P64C0126	**MC COY MILLS FORD**	**1,530.27**	1,530.27	0179113536 4376	GARAGE/TRANS-SP ED/TRANSP / TRANS SUPPLY-BU
P64C0127	**MC COY MILLS FORD**	**12,242.22**	6,121.11	0179113036 4376	GARAGE/TRANS-REG ED/TRANSPORT / TRANS
			6,121.11	0179113536 4376	GARAGE/TRANS-SP ED/TRANSP / TRANS SUPPLY-BU
P64R1778	**MD INSTALLATIONS INT'L INC.**	**1,472.00**	472.00	2737731185 6274	SY/BOND SERIES 2019- MEAS H / CONSTRUCTION -
			1,000.00	2738731185 6274	BA/BOND SERIES 2019 - MEAS H / CONSTRUCTION -
R64R0004	**METEOR EDUCATION LLC**	**1,444.93**	1,444.93	2621731185 6274	WE/BOND SERIES 2018 - MEAS H / CONSTRUCTION -
P64R1792	**MG ARTS**	**10,500.00**	10,500.00	0128028081 5610	CY/ATHLET/INSTR / REPAIRS/MAINT - O/S SERVICES
P64A0256	**MINDKIND INSTITUTE LLC**	**112,200.00**	112,200.00	0117000010 5880	IS/INSTR / OTHER OPERATING EXPENSES

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P64R1796	**MOVER SERVICES INC**	**3,510.00**	3,510.00	2737731185 6274	SY/BOND SERIES 2019- MEAS H / CONSTRUCTION -
R64X0016	**MUSIC AND ARTS CENTER**	**2,000.00**	2,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64T0005	**MY PAYMENT NETWORK**	**500.00**	500.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICES
P64R1780	**NEWEGG BUSINESS INC**	**230.71**	230.71	0153385010 4310	SP/TITLE IV, PART A/INSTR / INSTRUCTIONAL MATL
P64T0704	**NEWEGG BUSINESS INC**	**3,707.34**	3,707.34	0131361010 4310	BR/ESSA SCH IMPROV FUND (CSI) / INSTRUCTIONAI
P64R1784	**NIMCO**	**4,013.17**	4,013.17	0172489510 4310	SAFE SCHL/TUPE GNT-COHORT J / INSTRUCTIONAL
R64X0017	**NORMS REFRIGERATION AND ICE**	**5,000.00**	5,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64R1802	**NORTH ORANGE COUNTY ROP**	**4,055.26**	4,055.26	0115394710 5805	ED/LEARN LOSS MI-PROP 98(LCFF) / INSTRUCTIONA
P64R1806	**NORTH ORANGE COUNTY ROP**	**5,111.11**	5,111.11	0125000910 5805	KA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64R1816	**NORTH ORANGE COUNTY ROP**	**6,930.00**	6,930.00	0117750610 4310	IS/CTE/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64A0255	**OC HUMAN RELATIONS COUNCIL**	**320,000.00**	320,000.00	0172000810 5805	SAFE SCHL/LCFF/INSTR / INSTRUCTIONAL PROF
P64R1793	**OC LAND MGMT SERVICE**	**617.76**	44.89	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
			572.87	0111220081 4410	OPERATIONS - GENERAL / EQUIPMENT -
R64X0018	**OC MEDICAL SUPPLY INC**	**800.00**	800.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64A0253	**OCDE**	**5,500.00**	5,500.00	0107107072 5880	ACCTG /GENL ADM / OTHER OPERATING EXPENSES
R64R0009	**OCDE**	**400.00**	400.00	0153381021 5210	SP PR ADM/ECIA1/SUPV INST / TRAVEL AND
R64R0037	**OFFICE DEPOT**	**315.78**	315.78	0140140027 4320	SOUTH/SCH ADM/SCH ADM / OTHER OFFICE/MISC
R64X0058	**OFFICE DEPOT**	**6,000.00**	6,000.00	0113113036 4320	TRANS/REG-ED/TRANSPORTATION / OTHER
R64X0120	**OFFICE DEPOT**	**3,000.00**	3,000.00	0110230081 4320	MAINTENANCE/MO / OTHER OFFICE/MISC SUPPLIES
P64A0261	**OLIVE CREST ACADEMY**	**14,145.99**	14,145.99	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
R64X0042	**ONE DAY SIGNS**	**5,000.00**	5,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
R64T0012	**OPEN FUTURE LLC**	**5,720.00**	5,720.00	0147361010 5880	HOPE/ESSA SCH IMPROV FUND(CSI) / OTHER
P64C0116	**ORANGE COUNTY CIRCUIT BREAKERS**	**102.36**	102.36	0122230081 4355	MA/GENERAL/MO / MAINTENANCE SUPPLIES

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R64X0083	**ORANGE COUNTY FIRE AUTHORITY**	**5,000.00**	5,000.00	0110230081 5880	MAINTENANCE/MO / OTHER OPERATING EXPENSES
R64X0082	**ORANGE COUNTY FIRE PROTECTION**	**5,000.00**	5,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
R64X0108	**ORANGE COUNTY FIRE PROTECTION**	**5,000.00**	5,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
R64A0025	**ORANGE UNIFIED SCHOOL DISTRICT**	**11,000.00**	11,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
R64X0073	**PACIFIC COACHWAYS CHARTER SERV**	**30,000.00**	30,000.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
R64R0031	**PENNER PARTITIONS INC**	**2,150.00**	2,150.00	0128230081 5610	CY/GENERAL/MO / REPAIRS/MAINT - O/S SERVICES
R64A0020	**PETRA STRUCTURAL ENGINEERS**	**12,935.00**	12,935.00	0110230081 5610	MAINTENANCE/MO / REPAIRS/MAINT - O/S SERVICE
R64X0019	**PITNEY BOWES**	**75,000.00**	75,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64X0021	**PITNEY BOWES**	**2,000.00**	2,000.00	0114114072 4347	WAREHOUSE/GENL ADM / OPERATIONS SUPPLIES -
R64X0020	**PITNEY BOWES PRESORT SERVICES**	**30,000.00**	30,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64A0026	**PLACENTIA YORBA LINDA USD**	**9,900.00**	9,900.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
P64A0260	**PORTVIEW PREPARATORY INC.**	**29,430.00**	29,430.00	0119285018 5860	SYS/SE NPS/SEV / NONPUBLIC SCHOOLS
R64X0043	**PRESENTATION FOLDER INC**	**7,500.00**	7,500.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF
P64R1785	**PREVENTION PARTNERS**	**5,738.24**	5,738.24	0172392572 4320	SS/LLM-CRF/GEN ADMIN / OTHER OFFICE/MISC
P64R1791	**PSAT NMSQT**	**508.00**	508.00	0123000910 4310	SA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
R64X0022	**RIDDLE APPLIANCE AND TV**	**6,000.00**	6,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64T0007	**ROSEN PUBLISHING GROUP**	**13,585.00**	13,585.00	0153392410 5880	SP/EXPANDED LEARN OPPORT (ELO) / OTHER
R64X0023	**SCALE FX INC.**	**500.00**	500.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64R0011	**SCHOLASTIC INC.**	**1,905.54**	1,905.54	0125000910 4310	KA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
P64T0695	**SEHI COMPUTER PRODUCTS INC**	**950.36**	950.36	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONA
R64T0001	**SEHI COMPUTER PRODUCTS INC**	**2,999,738.87**	2,999,738.87	0108392310 4310	EIT/ESSER II/INSTR / INSTRUCTIONAL MATL &
R64T0003	**SEHI COMPUTER PRODUCTS INC**	**2,692.03**	2,692.03	0108108077 4310	INFO SYSTEM/DP / INSTRUCTIONAL MATL &
R64T0004	**SEHI COMPUTER PRODUCTS INC**	**39,194.06**	39,194.06	0108392310 4310	EIT/ESSER II/INSTR / INSTRUCTIONAL MATL &

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R64X0024	**SEWVAC LTD**	**8,000.00**	8,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64X0025	**SHRED IT USA LLC**	**10,000.00**	10,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64R0033	**SIERRA SCHOOL EQUIPMENT COMPAN**	**15,718.58**	15,718.58	0109620037 4410	FOOD SVC/GRADES 7-12/FOOD SVC / EQUIPMENT -
R64X0044	**SIGN MART PLASTICS PLUS**	**20,000.00**	20,000.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC
R64X0074	**SILVERADO STAGES INC.**	**9,500.00**	9,500.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
R64X0080	**SOCALGRAD**	**7,000.00**	7,000.00	0127000031 4320	KE/GUID / OTHER OFFICE/MISC SUPPLIES
P64A0265	**SOUTH COAST PAINTING INC**	**241,000.00**	241,000.00	0120237081 5610	ANAHEIM/PAINT/MO / REPAIRS/MAINT - O/S
R64X0026	**SOUTHLAND INSTRUMENTS INC**	**6,000.00**	6,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64X0045	**SPICERS PAPER INC**	**40,000.00**	40,000.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC
R64R0002	**STANBURY UNIFORMS**	**82,096.88**	82,096.88	0124007010 4310	LOARA/INS MUS/INSTR / INSTRUCTIONAL MATL &
P64R1804	**STAPLES ADVANTAGE**	**1,330.49**	1,330.49	0140140027 4410	SOUTH/SCH ADM/SCH ADM / EQUIPMENT -
P64R1811	**STAPLES ADVANTAGE**	**48.48**	48.48	0131000010 4310	BR/INSTR / INSTRUCTIONAL MATL & SUPPLIES
R64R0036	**STAPLES ADVANTAGE**	**689.59**	689.59	0104104172 4410	HR/ACCOMMODATIONS/OTHR ADMIN / EQUIPMENT
R64T0010	**STATISTA INC**	**25,294.00**	25,294.00	0153000910 5880	SP PR/LCFF-SUPPLEMENTAL / OTHER OPERATING
P64R1797	**STOTZ EQUIPMENT**	**1,041.68**	1,041.68	0142000081 5610	OXFORD/MO / REPAIRS/MAINT - O/S SERVICES
R64R0028	**SUNBELT FLOORING INC**	**6,800.00**	6,800.00	0128233081 5610	CY/FLOOR/MO / REPAIRS/MAINT - O/S SERVICES
R64T0006	**SWIVL INC**	**825.00**	825.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
P64A0264	**TOLLNER LAW OFFICES**	**6,500.00**	6,500.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
P64A0257	**TONY TAI, NGUYEN**	**5,500.00**	5,500.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
R64X0046	**TOTALLY PROMOTIONAL**	**2,000.00**	2,000.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC
R64X0084	**TRANSPORTATION CHARTER SVCS. I**	**9,650.00**	9,650.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
R64X0047	**TRILLIUM FINISHING**	**15,000.00**	15,000.00	0118118072 5810	GRAPHICS/GENL ADM / NON-INSTRUCTIONAL PROF

ANAHEIM UHSD

EXHIBIT Z

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 07/15/2021 **FROM 06/08/2021 TO 07/06/2021**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
R64X0049	**TRUCK PRO PTO SALES CORPORATIO**	**15,000.00**	15,000.00	0179113536 4376	GARAGE/TRANS-SP ED/TRANSP / TRANS SUPPLY-BU
P64R1826	**TURF STAR INC**	**105,051.12**	105,051.12	0110230081 6490	MAINTENANCE/MO / EQUIPMENT - OTHER
R64R0019	**U S BANK**	**900.00**	900.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING EXPENS
R64R0020	**U S BANK**	**900.00**	900.00	0106106072 5880	BUSINESS/GENL ADM / OTHER OPERATING EXPENS
R64X0028	**U S POSTAL SERVICE**	**2,500.00**	2,500.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64X0029	**ULINE**	**10,000.00**	10,000.00	0114114072 4320	WAREHOUSE/GENL ADM / OTHER OFFICE/MISC
R64X0048	**ULINE**	**3,000.00**	3,000.00	0118118072 4320	GRAPHICS/GENL ADM / OTHER OFFICE/MISC
P64C0109	**UNION AUTO SERVICE CENTER**	**3,601.58**	190.52	0109620037 4370	FOOD SVC/GRADES 7-12/FOOD SVC / REPAIRS -
			2,148.54	0109620037 4410	FOOD SVC/GRADES 7-12/FOOD SVC / EQUIPMENT -
			425.00	0109620037 5610	FOOD SVC/GRADES 7-12/FOOD SVC / REPAIRS/MAIN
			592.57	0111220081 4370	OPERATIONS - GENERAL / REPAIRS - EQUIPMENT
			244.95	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
R64R0013	**UNITED OF OMAHA**	**1,563,718.00**	1,563,718.00	0100000010 3901	GEN FUND/INSTR / OTHER BENEFITS-CERTIFICATEI
R64X0030	**UNITED PARCEL SERVICE**	**3,000.00**	3,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64R0015	**UNITED STATES TREASURY**	**14,737.94**	14,737.94	6900690060 5885	HEALTH AND WELF/ENTERP / GOVERNMENT FEES
R64X0085	**US COACHWAYS INC.**	**9,650.00**	9,650.00	0113113036 5620	TRANS/REG-ED/TRANSPORTATION /
R64X0031	**VISION COMMUNICATIONS CO.**	**12,000.00**	12,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64X0015	**WELLER, LISA**	**5,000.00**	5,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
R64X0032	**WESTERN STATE DESIGN INC**	**2,000.00**	2,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64R1805	**WOOD REPAIR PRODUCTS INC**	**189.54**	189.54	0150230081 4355	ADMIN/GENERAL/MO / MAINTENANCE SUPPLIES
R64X0033	**YAMAHA GOLF CARTS OF CALIFORNI**	**5,000.00**	5,000.00	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S

Fund 01 Total: **8,493,425.54**
Fund 25 Total: **10,118.75**
Fund 26 Total: **1,444.93**

ANAHEIM UHSD

EXHIBIT Z

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

BOARD OF TRUSTEES MEETING 07/15/2021 **FROM 06/08/2021 TO 07/06/2021**

PO NUMBER	VENDOR	PO TOTAL	ACCOUNT AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
	Fund 27 Total:	**6,267.76**			
	Fund 69 Total:	**14,737.94**			
	Total Amount of Purchase Orders:	**8,525,994.92**			

ANAHEIM UHSD

EXHIBIT AA

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES **07/15/2021**

FRO **06/08/2021** **TO** **07/06/2021**

PO NUMBE	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
L64A0066	**CSM CONSULTING INC.**	**138,400.00**	+8,000.00	0108108077 5810	INFO SYSTEM/DP / NON-INSTRUCTIONAL PROF
N64A0182	**QUINN, EILEEN**	**5,467.20**	+1,500.00	0119283036 5870	SYS/TRANS / PUPIL TRANSPORTATION
N64R0274	**MEDCO SPORTS MEDICINE**	**725.33**	-5.39	0128028034 4320	CYPRESS/ATHLETICS/HEALTH / OTHER OFFICE/MISC
N64R0882	**BROOKLYN PUBLISHERS LLC**	**240.15**	+200.15	0135000910 4310	DA/LCFF-CONCENTRATION/INSTR / INSTRUCTIONAL
			+40.00	0135000910 5880	DA/LCFF-CONCENTRATION/INSTR / OTHER
P64A0061	**ICS SERVICE CO.**	**3,052.00**	+400.00	0110245081 5610	M & O/SAFETY & SECURITY/M&O / REPAIRS/MAINT -
P64A0186	**ADT COMMERCIAL LLC**	**31,017.51**	-145.41	0172172083 5620	SAFE SCHOOLS / RENTALS/OPERATING LEASES
P64A0194	**TRUSTMARK HEALTH BENEFITS INC.**	**3,077,983.53**	+377,983.53	6900690060 5812	HEALTH AND WELF/ENTERP / ADMIN FEE - HEALTH &
P64C0043	**CULVER NEWLIN**	**39,370.16**	+1,922.57	2575710185 4310	CVA/DEVELOPER FEES/FAC ACQ / INSTRUCTIONAL
			-874.81	2575710185 4410	CVA/DEVELOPER FEES/FAC ACQ / EQUIPMENT -
P64C0090	**CULVER NEWLIN**	**141,853.99**	+2,248.10	2535710185 4310	DALE/DEV FEES/FAC ACQ / INSTRUCTIONAL MATL &
			+1,158.31	2535710185 4410	DALE/DEV FEES/FAC ACQ / EQUIPMENT -
P64R0847	**C TECH CONSTRUCTION INC.**	**6,216.70**	+1,242.27	0121230081 5610	WESTERN/GENERAL/MO / REPAIRS/MAINT - O/S
P64R0867	**PETRA STRUCTURAL ENGINEERS**	**15,000.00**	+12,750.00	0120230081 5880	ANAHEIM/GENERAL/MO / OTHER OPERATING
P64R1113	**INS'TENT INDUSTRIES**	**16,721.73**	+1,044.10	0172489510 4410	SAFE SCHL/TUPE GNT-COHORT J / EQUIPMENT -
P64R1360	**NEWEGG BUSINESS INC**	**340.47**	+32.81	0135257511 4310	EMOTION DISTRB/SE SEP CL/SEV / INSTRUCTIONAL
P64R1578	**EBERHARD EQUIPMENT**	**12,741.74**	+565.96	0111222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
P64R1622	**PSYCHOLOGICAL ASSESSMENT RESOU**	**40,551.32**	+5,213.37	0119392732 4310	SYS/LEARN LOSS MIT-GEER (SWD) / INSTRUCTIONAL
P64R1661	**ECONO FENCE INC**	**28,215.00**	+9,530.00	0132232081 5610	OR/FENCE/MO / REPAIRS/MAINT - O/S SERVICES
P64R1715	**EWING IRRIGATION PRODUCTS**	**4,977.67**	+1,180.23	0122222081 4410	OPERATIONS - GROUNDS / EQUIPMENT -
P64R1743	**J.W. PEPPER AND SON INC.**	**958.75**	+952.39	0153385010 4310	SP/TITLE IV, PART A/INSTR / INSTRUCTIONAL MATL &
P64T0250	**B AND H PHOTO VIDEO INC**	**10,231.04**	-161.61	0117392510 4320	IS/LEARN LOSS MITIG-CFR/INST / OTHER OFFICE/MISC
P64T0556	**SEHI COMPUTER PRODUCTS INC**	**3,737.83**	+0.01	0125381010 4410	KA/ECIA1/INSTR / EQUIPMENT - NON-CAPITALIZED

ANAHEIM UHSD

EXHIBIT AA

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES **07/15/2021**

FRO **06/08/2021** **TO** **07/06/2021**

PO NUMBE	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P64T0596	**SEHI COMPUTER PRODUCTS INC**	**91,421.52**	-258.60	0120000910 4410	AN/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
P64T0604	**ADORAMA**	**2,222.84**	-14.09	0132000910 4410	OR/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
P64T0619	**PATHWAY COMMUNICATIONS LTD**	**4,815.60**	-103.87	2535710185 4410	DALE/DEV FEES/FAC ACQ / EQUIPMENT -
P64T0625	**SEHI COMPUTER PRODUCTS INC**	**1,810,868.43**	-3.89	0108392010 4310	EIT/ESSER-CARES ACT/INSTR / INSTRUCTIONAL MATI
P64T0627	**SEHI COMPUTER PRODUCTS INC**	**129,666.19**	+23,254.61	0119392710 4310	SYS/LEARN LOSS MIT-GEER (SWD) / INSTRUCTIONAL
			-24,049.80	0119392710 4410	SYS/LEARN LOSS MIT-GEER (SWD) / EQUIPMENT -
P64T0651	**SEHI COMPUTER PRODUCTS INC**	**24,865.40**	+240.00	0137381010 4310	SY/ECIA1/INSTR / INSTRUCTIONAL MATL & SUPPLIES
P64T0685	**HIGH SCHOOL ESPORTS LEAGUE INC**	**750.00**	-450.00	0131361010 5880	BR/ESSA SCH IMPROV FUND (CSI) / OTHER OPERATIN
P64X0050	**ARROW SERVICES INC**	**89,587.13**	+12,000.00	0111220081 5580	OPERATIONS - GENERAL / SANITATION
P64X0066	**CALIFORNIA PLUMBING PARTS**	**58,500.00**	+3,500.00	0110239081 4355	MAINTENANCE/PLUMB/MO / MAINTENANCE SUPPLIE
P64X0067	**CALIFORNIA RETROFIT INC**	**34,000.00**	+4,000.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE SUPPLIES
P64X0070	**CEMEX**	**56,500.00**	+7,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64X0091	**J AND B MATERIALS**	**16,500.00**	+3,500.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64X0112	**HORIZON**	**21,000.00**	+11,000.00	0111220081 4347	OPERATIONS - GENERAL / OPERATIONS SUPPLIES -
P64X0115	**ICS SERVICE CO.**	**15,200.00**	+7,200.00	0110245081 5610	M & O/SAFETY & SECURITY/M&O / REPAIRS/MAINT -
P64X0119	**JHM SUPPLY INC.**	**87,800.00**	+12,800.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64X0128	**POOL SUPPLY OF ORANGE COUNTY**	**76,600.00**	+5,600.00	0110240081 4355	MAINTENANCE/POOL/MO / MAINTENANCE SUPPLIES
P64X0144	**SCP DISTRIBUTORS LLC**	**12,000.00**	+2,000.00	0110240081 4355	MAINTENANCE/POOL/MO / MAINTENANCE SUPPLIES
P64X0148	**ORANGE COUNTY FARM SUPPLY**	**30,000.00**	+5,000.00	0111222081 4347	OPERATIONS - GROUNDS / OPERATIONS SUPPLIES -
P64X0199	**UNION AUTO SERVICE CENTER**	**47,500.00**	+4,000.00	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
P64X0214	**BRIDGEPORT GOLF CARS**	**33,158.97**	+8,158.97	0114114072 5610	WAREHOUSE/GENL ADM / REPAIRS/MAINT - O/S
P64X0230	**ESCOE, BARRY**	**12,911.20**	+411.20	0100000072 3701	GEN FUND/GENL ADM / RETIREE
P64X0287	**PROFESSIONAL GLASS**	**10,500.00**	+2,500.00	0110234081 4355	MAINTENANCE/GLASS/MO / MAINTENANCE SUPPLIES

ANAHEIM UHSD

EXHIBIT AA

PURCHASE ORDER DETAIL REPORT - CHANGE ORDERS

BOARD OF TRUSTEES **07/15/2021**

FRO **06/08/2021** **TO** **07/06/2021**

PO NUMBE	VENDOR	PO TOTAL	CHANGE AMOUNT	ACCOUNT NUMBER	PSEUDO / OBJECT DESCRIPTION
P64X0298	**MORSCO SUPPLY LLC**	**21,000.00**	+4,000.00	0110230081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
P64X0361	**GREATER ANAHEIM SELPA**	**655,000.00**	+255,000.00	0119392510 5805	SYS/LLM-CRF/INSTR / INSTRUCTIONAL PROF
P64X0370	**WEATHERPROOFING TECHNOLOGIES I**	**24,900.00**	+10,000.00	0110241081 5610	MAINTENANCE/ROOF/MO / REPAIRS/MAINT - O/S
P64X0397	**J.W. PEPPER AND SON INC.**	**1,100.00**	+300.00	0125007010 4310	KA/INS MUS/INSTR / INSTRUCTIONAL MATL &

Fund 01 Total:	**399,027.28**
Fund 25 Total:	**4,350.30**
Fund 69 Total:	**377,983.53**
Total Amount of Change Orders:	**781,361.11**

VENDOR CHECK REGISTER
June 08, 2021 Through July 06, 2021

VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
A 1 FENCE COMPANY	V6408537	6490	9345	00170668
A AND C URGENT CARE	V6412935	5810	70	00170669
A LINE INC	V6409724	5610	2385	00170515
A U H S D FOOD SERVICE DEPT	V6400023	4390	242.43	00170219
			549.52	00170251
			144.48	00170670
A Z BUS SALES INC.	V6400025	4385	53.7	00170261
			135.86	00170516
AAA ELECTRIC MOTOR SALES	V6400033	4355	42.32	00170517
			2355.32	00170671
		5610	1345.18	00170517
AARDVARK CLAY AND SUPPLIES INC	V6400035	4310	1067.86	00170554
			65.51	00170672
		6490	5405.92	00170554
AC POWER 1 INC	V6413051	5610	5360	00170555
ACOUSTICAL MATERIAL SERVICES	V6400070	4355	749.76	00170262
			1488.23	00170673
ACS BILLING SERVICE	V6400072	5580	1924.49	00170441
ADI	V6400095	4355	1031.72	00170442
ADORAMA	V6411023	4410	536.94	00170674
ADT COMMERCIAL LLC	V6413978	5620	2755.44	00170675
			2755.44	00170676
			2755.44	00170677
AGRI TURF DISTRIBUTING LLC	V6412836	4347	315.33	00170263
			1778.95	00170443
			2117.56	00170556
AGUINAGA GREEN INC	V6412753	4347	348.46	00170678
AINSLIE COMPANY, THE	V6414012	5610	3257	00170518
AIRGAS USA LLC	V6413792	4376	55.99	00170360
AIRSUPPLY TOOLS INC.	V6412933	4387	6869.06	00170679
ALBRIGHT LIGHTING PLASTICS	V6410869	4355	577	00170264
			577	00170519
			148.2	00170821
ALLIANCE ENVIRONMENTAL COMPLIANCE INC	V6400169	5610	7374.59	00170680
ALT REV CASH FUND	V6405194	4310	648.08	00170397
			2248.94	00170681
		4315	152.89	00170681
		4320	631.52	00170397
			298.2	00170681
		4347	106.91	00170397
			291.64	00170681
		4390	23.45	00170397
			22.76	00170681
		5880	65	00170681
	V6405195	4310	1469.81	00170557
			180.98	00170822
		4320	229.48	00170557
			390.05	00170822
		4347	241.63	00170557
			302.11	00170822
		4355	19.27	00170557
		4392	23.35	00170557
	V6405196	4310	989.19	00170682
		4320	472.88	00170682
		4347	432.29	00170682
		4390	21.18	00170682
		4392	40.25	00170682
AMAZON WEB SERVICES INC.	V6412894	5880	29.33	00170220
AMERICAN CASUAL	V6407489	4310	1203.3	00170252
			927.85	00170361
			1383.62	00170558
			4331.46	00170683
ANAHEIM HIGH SCHOOL	V6400260	5810	463	00170253
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	47524.51	00170520
ANIXTER	V6400966	4355	173.06	00170684

VENDOR CHECK REGISTER
June 08, 2021 Through July 06, 2021

VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
APPLE INC	V6400319	4310	3207.85	00170254
			4838.71	00170559
		4320	3207.85	00170685
		4410	461.17	00170265
			106.67	00170559
			186027.97	00170685
ARROW SERVICES INC	V6412839	5580	867.09	00170221
			807.07	00170318
			9724.42	00170686
ARTIANO SHINOFF	V6408054	5821	351	00170521
AT AND T	V6400374	5918	250.55	00170688
	V6406157	5918	13534.96	00170687
ATKINSON ANDELSON LOYA RUUD	V6400383	5210	59	00170689
		5821	18613.9	00170362
			15195	00170689
AUDIO RESOURCE GROUP INC	V6411241	4410	2270	00170560
AUTOLIFT SERVICES INC.	V6411496	5610	2850	00170444
AVID CENTER	V6400410	5210	850	00170222
			1700	00170319
			4250	00170690
AWARDS BY PAUL	V6400412	4310	155.16	00170266
		4320	574.31	00170223
			64.65	00170691
B AND H PHOTO VIDEO INC	V6400422	4310	4905.35	00170320
			301.31	00170561
			7726.04	00170692
		4320	3888.05	00170320
			95.9	00170692
		4410	18180.86	00170320
			98.9	00170445
			643.21	00170561
			4703.55	00170692
		6490	92.17	00170692
B AND K ELECTRIC WHOLESALE	V6400623	4355	103.73	00170446
			798.31	00170693
B AND M LAWN AND GARDEN INC	V6400423	4347	6737.56	00170363
			112.56	00170522
			1312.7	00170694
			368.46	00170823
		4410	2959.34	00170694
		5610	1290.58	00170522
BACH COMPANY, THE	V6407748	4310	924.24	00170562
BARBEE, MARLEN	V6414103	5850	5000	00170364
BARNES AND NOBLE	V6400450	4210	599.95	00170447
			1499.22	00170695
BARRIOS-GUERRERO, JAVIER	V6414019	5220	18.03	00170824
BAVCO	V6407678	4355	151.71	00170523
BAYER HVAC INC.	V6410954	4355	128.82	00170563
BEACON DAY SCHOOL	V6409269	5860	27918.1	00170321
BEE BUSTERS	V6400472	5610	1125	00170448
			125	00170825
BEHAVIORAL LEARNING NETWORK	V6413866	5880	2070	00170365
BELSON OUTDOORS LLC	V6413980	4410	70632.86	00170267
			63365	00170696
BERTRAND'S MUSIC	V6412730	4310	314.29	00170564
			98.21	00170697
BLICK ART MATERIALS LLC	V6401357	4310	740.55	00170449
			731.69	00170698
BOBCAT OF LOS ANGELES INC	V6412602	4347	245.9	00170699
BONDED CLEANERS	V6411953	5560	1000	00170524
			935.3	00170700
BOOK SYSTEMS INC	V6412321	6490	26970	00170701
BORDER TIRE	V6413240	4386	5145.8	00170450

VENDOR CHECK REGISTER
June 08, 2021 Through July 06, 2021

VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
BOTKA, BRYAN	V6414110	5805	3025	00170826
BPS SUPPLY GROUP	V6400476	4355	820.99	00170224
			164.25	00170565
BRIDGEPORT GOLF CARS	V6413224	5610	350	00170451
			8927.95	00170702
BROADWAY LICENSING LLC	V6414102	4310	550	00170225
		5880	150	00170225
BROOKHURST JUNIOR HIGH SCHOOL	V6400602	8699	9.16	00170268
BSN SPORTS	V6400615	4310	1005.2	00170566
		4410	4449.61	00170703
BSN SPORTS LLC	V6412536	4310	481.52	00170366
		4347	165.85	00170269
BUDDY'S ALL STARS INC	V6406311	4310	204.73	00170567
BUSWEST LLC	V6407892	4385	84.31	00170568
C TECH CONSTRUCTION INC.	V6410905	5610	1242.27	00170704
C.A.S.H.	V6400650	5210	1156	00170705
CALIFORNIA CUSHION COMPANY INC.	V6411382	4355	294.32	00170452
CALIFORNIA DEPT. OF JUSTICE	V6400689	5810	32	00170453
CALIFORNIA IT IN EDUCATION	V6414134	5210	195	00170454
CALIFORNIA PLUMBING PARTS	V6412567	4355	1556.04	00170455
			3112.72	00170706
			194.98	00170827
CALIFORNIA RETROFIT INC	V6406910	4355	540.17	00170322
			899.55	00170525
			236.29	00170707
CALIFORNIA SCHOOL PERSONNEL	V6400713	5210	575	00170367
CAPISTRANO GOLF CARS INC	V6411745	5610	575.49	00170368
CARE YOUTH CORPORATION	V6412565	5860	26607	00170369
CART MAN INC, THE	V6404668	5610	1199.37	00170255
			134.59	00170456
CDW GOVERNMENT INC.	V6400819	4310	117.86	00170569
		4320	808.13	00170569
		4410	4173.55	00170569
			88038.3	00170708
CEMEX	V6404364	4355	969.35	00170457
			3158.62	00170526
			2356.69	00170709
CENTRAL SUSQUEHANNA	V6414100	5210	399	00170256
			399	00170458
CHARACTERSTRONG LLC	V6414011	5805	69972.8	00170570
CHEFS' TOYS	V6410110	4310	202.02	00170226
CINNAMON HILLS YOUTH CRISIS CTR	V6407425	5860	45288.69	00170257
CITY OF ANAHEIM	V6400957	5520	73297.81	00170258
			36104.41	00170459
			24119.55	00170571
		5530	22678.21	00170258
			13520.9	00170459
			5934.32	00170571
		5580	10110.88	00170258
			3925.98	00170459
			8610.12	00170571
CITY OF BUENA PARK	V6400958	5530	4968.56	00170527
		5580	496.86	00170527
CLEAN ENERGY	V6413884	4392	4738.03	00170572
COLLEGE BOARD	V6401012	5880	400	00170710
COMMERCIAL DOOR OF ANAHEIM INC	V6412095	5610	2432	00170370
COMPREHENSIVE DRUG TESTING INC.	V6410899	5810	700	00170460
CONTAINER ALLIANCE	V6412976	6490	7584.71	00170323
CREATIVE BUS SALES	V6409840	4376	8643.4	00170528
			778.46	00170573
		4385	765.48	00170573
CRISP IMAGING	V6408990	4320	488.88	00170461
		5880	4848.76	00170461
		6241	110.41	00170461
CSM CONSULTING INC.	V6409922	5810	14900	00170711

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VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
CULVER NEWLIN	V6411589	4310	9590.15	00170828
		4347	21956.43	00170828
		4410	2220.73	00170398
			32749.86	00170828
CUSTOMINK	V6407773	4310	1217.58	00170712
CVT RECYCLING	V6407455	5580	237.22	00170270
			283.05	00170462
CYPRESS HIGH SCHOOL	V6405640	5810	837	00170463
D. HAUPTMAN CO. INC.	V6405405	9320	5172	00170464
DANNIS WOLIVER KELLEY	V6411357	5821	13337	00170713
DASILVA, DARLENE	V6413271	5220	6.66	00170324
DAVE BANG ASSOCIATES INC	V6401265	4410	111294.15	00170415
DAVID'S TREE SERVICE INC	V6414067	5610	28700	00170714
DB SERVICE CENTER LLC	V6411405	4347	100.72	00170715
		4410	15041.47	00170829
DEL SOL SCHOOL	V6411308	5860	14040	00170371
DEMCO INC	V6401318	4310	858.59	00170574
DESIGNS BY MARINA	V6401334	4320	1526.18	00170227
DEVEREUX GEORGIA TREATMENT NETWORK	V6412827	5860	31908.72	00170259
DIAMOND RANCH ACADEMY INC	V6414079	5860	17015.92	00170372
DNS MADE EASY	V6413843	5880	884.85	00170228
DOCUMENT TRACKING SERVICE LLC	V6408533	5880	1200	00170716
DUNN EDWARDS PAINTS	V6401448	4355	1050.79	00170529
E.B. BRADLEY COMPANY	V6401456	4355	256.03	00170717
EAST SIDE UNION HIGH SCHOOL DISTRICT	V6413042	4150	5604	00170718
EBERHARD EQUIPMENT	V6405532	4347	570.91	00170465
		5610	990.19	00170719
ECONOMY RENTALS INC	V6401478	5610	108.61	00170466
		5620	750	00170271
			213.88	00170325
			1460	00170720
EHP SOLUTIONS	V6412840	4310	174070.13	00170830
EIDIM AV TECHNOLOGY	V6413281	4410	797.3	00170575
ENCORP	V6409154	5810	3810	00170229
		6250	4280	00170272
ENVIRONMENTAL REMEDIATION CONTRACTORS INC.	V6411629	5610	1900	00170530
ESCOE, BARRY	V6400453	3701	2739.6	00170467
EVOQUA WATER TECHNOLOGIES LLC.	V6408457	5610	553.12	00170273
EWING IRRIGATION PRODUCTS	V6401634	4355	865.28	00170468
			668.95	00170531
			730.98	00170721
			457.15	00170831
EXPO PROPANE	V6412144	5810	2245.54	00170230
FARMERS AND MERCHANTS BANK	V6412156	5880	12088.12	00170274
FEDEX	V6401675	5910	64.34	00170275
			76.74	00170469
			70.56	00170532
			48.88	00170722
FERGUSON ENTERPRISES INC	V6409823	4355	1443.43	00170231
			2090.52	00170276
			204.94	00170373
			111.26	00170576
			1476.36	00170723
			995.89	00170832
		4410	884.22	00170832
FERRELLGAS LP	V6411875	5810	2412.69	00170277
			943.67	00170374
			1819.08	00170470
			988.47	00170577
			1507.44	00170724
FINISHMASTER INC	V6406583	4375	1296.64	00170578
FIRST BOOK	V6412481	4210	272.78	00170725
FIVE STAR RUBBER STAMP INC	V6405116	4320	130.25	00170579

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VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
FLAGHOUSE INC	V6401703	4310	12.07	00170726
FLEET SERVICES INC	V6405625	4376	195.02	00170278
			646.07	00170375
		4385	222.65	00170278
FLINN SCIENTIFIC INC	V6401708	4310	824.29	00170232
			82.02	00170416
			1270.37	00170580
FLORENCE FILTER CORPORATION	V6410135	4347	1864.96	00170533
FOLLETT SCHOOL SOLUTIONS INC.	V6411526	4210	2246.81	00170233
			1336.61	00170581
			38.66	00170833
FUSION LEARNING INC	V6413641	5880	5934	00170727
GAMA CONTRACTING SERVICES	V6413834	5610	2720	00170279
			8800	00170534
GANAHL LUMBER CO	V6401804	4355	128.88	00170234
			3361.04	00170280
			1080.23	00170471
			3966.17	00170728
			71.72	00170834
GARCIA, CARLOS	V6414132	5220	9.3	00170281
GAS COMPANY, THE	V6404372	5510	2938.7	00170282
			21661.74	00170417
GENERATION GENIUS INC	V6413581	5880	125	00170472
GHA TECHNOLOGIES INC	V6411060	4410	1721.85	00170729
GIMKIT INC.	V6414119	5880	650	00170235
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4347	536.59	00170236
			753.71	00170283
			1005.54	00170376
			14955.27	00170535
			163.95	00170730
		4410	14791.15	00170730
GOLDEN STATE PAVING CO INC	V6408228	5610	44836.8	00170731
GOLDEN STATE WATER COMPANY	V6408018	5530	14513.13	00170536
			41036.52	00170582
GONZALEZ, JESUS	V6413454	5220	42.84	00170732
GOODHEART WILLCOX CO INC	V6401899	5880	1610	00170284
GOPHER SPORTS EQUIPMENT	V6401902	4310	5794.82	00170285
			1451.88	00170733
		4410	1133.64	00170285
GRAINGER	V6404982	4355	763.44	00170237
			95.64	00170286
			364.6	00170418
			289.1	00170537
			112.01	00170583
			266.03	00170734
		4375	217.74	00170237
			51.72	00170734
GRAPHITE PEN & PENCIL CO	V6414071	4310	137.78	00170584
GRAYBAR ELECTRIC COMPANY	V6401918	4355	73.7	00170735
GREATER ANAHEIM SELPA	V6401927	5805	100043.62	00170473
GREY HOUSE PUBLISHING	V6401939	4210	310.5	00170238
GUITAR CENTER PROFESSIONAL	V6401958	4310	1168.55	00170585
GUYER, KATHLEEN	V6411049	5220	16.8	00170239
			5.6	00170586
H AND E EQUIPMENT SERVICES	V6409994	5610	963.11	00170736
H AND H AUTO PARTS WHOLESALE	V6401967	4385	156.18	00170287
			1868.44	00170587
HAUGEN, CRAIG	V6401122	3701	1358.9	00170377
			623.7	00170737
HAULAWAY STORAGE CONTAINERS INC.	V6410468	5620	383.6	00170588
HEALTH SCIENCE ASSOCIATES	V6412896	5810	5149.75	00170738
HEALTHY ADVENTURES FOUNDATION	V6412541	5810	5569.83	00170538
HENRY SCHEIN INC.	V6403123	4310	235	00170288
HIGH SCHOOL ESPORTS LEAGUE INC	V6414125	5880	750	00170474

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VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
HOLLYWOOD SOUND SYSTEMS INC	V6402073	5620	40023	00170240
HOME DEPOT CREDIT SERVICES	V6405234	4310	835.36	00170539
		4355	436.09	00170289
			222.02	00170326
			1003.98	00170475
			1244.16	00170539
			23.97	00170589
			500.87	00170739
			114.73	00170835
		4375	78.87	00170289
HORIZON	V6408259	4347	4857.87	00170476
HOWIES ATHLETIC TAPE	V6413284	4320	780.23	00170740
ICS SERVICE CO.	V6406452	5610	867	00170241
			2359.4	00170741
			7750.83	00170836
ILLUMINATION INSTITUTE	V6412987	5805	55500	00170590
IMAGE APPAREL FOR BUSINESS	V6402628	4345	196.5	00170290
			170.07	00170742
		4388	439.55	00170378
			213.43	00170540
IMAGE SOURCE	V6412458	4320	3927.49	00170591
INLAND TOP SOIL MIXES INC.	V6402153	4347	1212.19	00170291
			4741	00170743
INSIGHT PUBLIC SECTOR INC	V6413521	4310	3645.18	00170744
			643.27	00170837
INSPIRED RESOLUTIONS LICENSED CLINICAL SOCIAL WORKER INC.	V6413887	5805	1333.36	00170592
INS'TENT INDUSTRIES	V6413301	4410	16721.29	00170477
INTERNATIONAL E Z UP INC	V6412784	4310	992.47	00170292
			3371.28	00170379
INTERVISION SYSTEMS LLC	V6413873	5610	1279.12	00170478
		5810	1028.35	00170745
J AND A FENCE	V6409989	5610	1600	00170746
J AND B MATERIALS	V6400875	4355	2859.89	00170541
			1429.94	00170593
J.W. PEPPER AND SON INC.	V6402214	4310	931.35	00170479
			1129.19	00170594
JACKSONS A S BREA F M P	V6406346	4347	170.39	00170293
			150.19	00170380
			168.77	00170480
JART DIRECT MAIL SERVICE	V6402271	5810	1323.38	00170747
JHM SUPPLY INC.	V6411647	4355	1036.5	00170294
			1119.33	00170327
			1649.9	00170481
			506.53	00170595
			4490	00170838
JM AND J CONTRACTORS	V6410460	4410	23500	00170419
JOHNSON CONTROLS	V6406981	6490	35000	00170748
JOHNSTONE SUPPLY	V6402415	4355	301.84	00170749
JOURNEYWORKS PUBLISHING	V6402443	4210	2739.14	00170839
JUNIOR LIBRARY GUILD	V6402477	4210	5760.79	00170295
			2535.03	00170840
KAIROS TOOLING	V6413655	5610	19.9	00170242
KATELLA HIGH SCHOOL	V6402515	5810	14981.5	00170296
KEENAN ASSOCIATES	V6409242	3901	62550	00170841
KENNEDY HIGH SCHOOL	V6402571	5810	6496	00170297
KNORR SYSTEMS INC.	V6402610	4355	8213.22	00170842
KYA SERVICES	V6411393	4355	1482.99	00170243
		5610	2392.71	00170298
LABELL EXCHANGE	V6412680	5918	619.98	00170244
LAKESHORE LEARNING MATERIALS	V6402648	4310	359.17	00170245
LANGUAGE NETWORK INC	V6409301	5810	448.69	00170299
			700	00170843
LAW OFFICES OF SHEILA C.BAYNE	V6414140	5821	8000	00170750
LEONARD CHAIDEZ TREE SERVICE	V6402714	4347	30	00170482
LETNER ROOFING	V6402725	5610	28908.5	00170381
LETTER PERFECT SIGNS	V6402726	4355	2031.09	00170483
LOARA ASB	V6402803	5810	726	00170420
LONE STAR PERCUSSION	V6408001	4310	19.4	00170542

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LUCYS LAUNDRY ANAHEIM	V6412017	5560	702.97	00170246
			151.68	00170382
			650.25	00170751
M COACH	V6413167	5620	1580.5	00170300
MACIAS, MICHELLE S	V6414129	5810	772.66	00170421
			1142.67	00170543
MACKIN LIBRARY MEDIA	V6402903	4210	52.53	00170301
			2863.51	00170596
			3002.91	00170752
MAGNOLIA HIGH SCHOOL	V6402920	5810	2456	00170328
			1353	00170484
MANHATTAN STITCHING INC	V6413802	4320	1847.49	00170247
MARCO LEARNING LLC	V6413852	5880	279	00170597
MARCUS MANAGEMENT SOLUTIONS	V6411856	5805	25240.58	00170302
MARDAN CENTER OF EDUCATION	V6402945	5860	5822.8	00170303
			2645.02	00170753
MARTINEZ, LISA	V6414131	5220	3.02	00170304
MC COY MILLS FORD	V6411093	4376	13772.49	00170754
MC FADDEN DALE HARDWARE CO	V6403056	4355	829.78	00170305
			636.56	00170383
			272.74	00170485
			71	00170544
			133.34	00170598
			410.32	00170755
			52.26	00170844
MC GRAW HILL EDUCATION INC.	V6411310	4150	1159889.56	00170599
MEDCO SPORTS MEDICINE	V6405872	4310	214.77	00170329
		4320	3660.85	00170329
			7.93	00170486
MIKE ELAM CONSTRUCTION	V6412866	5610	4600	00170756
MINAMI, BRAD	V6412955	5210	278.4	00170248
MINDKIND INSTITUTE LLC	V6412774	5880	112200	00170600
MISSION LINEN SUPPLY	V6411115	4385	99.16	00170601
			99.16	00170757
		4388	99.16	00170384
MONTENEGRO, ROBERT	V6403968	3701	1081.8	00170422
MONTGOMERY HARDWARE CO.	V6405624	4355	65.4	00170602
			1046.16	00170758
MORSCO SUPPLY LLC	V6412910	4355	712.64	00170249
			2087.23	00170759
MYRIAD SENSORS INC.	V6412474	4310	351.65	00170423
N2Y LLC	V6405551	5880	199.68	00170424
NASCO	V6403253	4310	935.79	00170330
			626.51	00170603
			129.08	00170760
		4410	3017.17	00170330
NCS PEARSON INC.	V6403319	4310	18759.3	00170250
			1008.54	00170306
			73261.47	00170545
NEWEGG BUSINESS INC	V6412716	4310	1288.1	00170307
			1029.98	00170425
			159.35	00170546
			258.17	00170604
			3297.92	00170761
		4320	79.72	00170487
NEWSELA	V6411918	5880	8800	00170762
NGUYEN, CHRISTOPHER	V6413940	5210	1244	00170426
NIMCO	V6403365	4310	523.65	00170308
NORTH ORANGE COUNTY REGIONAL	V6403384	7223	820041.24	00170547

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NORTH ORANGE COUNTY ROP	V6409740	4310	6930	00170845
		5805	9166.36	00170845
NOWLIN FENCE INC	V6414087	4410	1600	00170763
OC HUMAN RELATIONS COUNCIL	V6403458	5805	320000	00170764
		5810	5000	00170606
OC LAND MGMT SERVICE	V6405473	4347	44.89	00170607
		4410	572.87	00170607
OCDE	V6403452	5210	150	00170548
		5870	80951.88	00170765
		5880	5500	00170548
		7141	174335	00170548
OFFICE DEPOT	V6403421	4310	26.93	00170332
			2293.8	00170608
		4320	1790.65	00170332
			394.65	00170608
			276.87	00170766
OLIVE CREST ACADEMY	V6410765	5860	22769.53	00170427
			7971.59	00170846
OPTIMUM ENERGY DESIGN LLC	V6411411	5880	5355	00170767
ORANGE COUNTY CIRCUIT BREAKERS	V6409403	4355	95	00170768
			7.36	00170847
ORANGE COUNTY FARM SUPPLY	V6403455	4347	7919.19	00170609
			2571.78	00170769
ORANGE COUNTY FIRE PROTECTION	V6403457	5610	1958.59	00170333
			4820.45	00170385
			5451.67	00170770
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	13963.5	00170334
ORANGE COUNTY TRANSIT AUTHORITY	V6406414	5880	1146.11	00170335
			24966	00170610
ORBACH HUFF SUAREZ AND HENDERSON LLP	V6408078	5821	1776.5	00170311
O'REILLY AUTO PARTS	V6411401	4370	3036.71	00170310
			52.52	00170331
			194.78	00170605
		4375	154.7	00170310
		4376	19.77	00170310
			92.81	00170605
		4385	711.52	00170310
			400.78	00170331
			49.42	00170605
		4387	802.96	00170310
			274.48	00170331
			125.89	00170605
ORVAC ELECTRONICS	V6403479	4320	53.77	00170336
		4355	204.77	00170771
OXFORD ACADEMY	V6403485	5810	7019	00170337
			168	00170611
PAPE MATERIAL HANDLING INC	V6413896	6490	7219.25	00170772
PARADIGM HEALTHCARE SERVICES	V6403536	5810	10112.86	00170338
PARKER AND COVERT LLP	V6403544	5821	4144.47	00170612
PARKHOUSE TIRE INC.	V6403547	4386	1685.56	00170773
PATHWAY COMMUNICATIONS LTD	V6410645	4410	1812.53	00170428
PAXTON PATTERSON	V6403589	4310	61.42	00170429
PEST OPTIONS INC	V6406848	5610	400	00170774
PETRA STRUCTURAL ENGINEERS	V6414141	5880	9300	00170775
PHOENIX HOUSE ORANGE COUNTY INC.	V6413639	5880	27600	00170386
			27600	00170613
PINEDA'S NURSERY INC	V6403670	4347	196.37	00170387
			732.22	00170488
			339.84	00170848
PINNER CONSTRUCTION CO INC	V6412130	6165	357973.18	00170665
PITNEY BOWES	V6403677	5910	4177.72	00170312
PITNEY BOWES INC	V6403678	5620	1975.92	00170339
PITSCO INC.	V6403679	4310	276.72	00170489
PLUMBING AND INDUSTRIAL SUPPLY CO INC	V6412332	4355	164.07	00170614
PONTIUS, JAMIE	V6412447	8699	327.36	00170313

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POOL SUPPLY OF ORANGE COUNTY	V6403700	4355	4319.96	00170314
			8542.39	00170776
PORTVIEW PREPARATORY INC.	V6411850	5860	16040	00170849
		5880	13805	00170388
PRAXAIR	V6403719	4355	273.62	00170389
PREVENTION PARTNERS	V6403744	4310	656.75	00170390
			135.99	00170615
PRINGLES DRAPERIES AND BLINDS	V6405953	4355	1431.16	00170616
PRO ED INC.	V6403756	4310	24733.86	00170391
PROFESSIONAL GLASS	V6413762	4355	1046.64	00170617
PROTEC	V6414081	4347	17188.82	00170340
PSAT NMSQT	V6403775	4310	508	00170549
PSYCHOLOGICAL ASSESSMENT RESOURCES	V6403780	4310	2043.45	00170777
QUICK CRETE PRODUCTS CORP	V6403805	4410	76489.58	00170490
QUINN, EILEEN	V6413642	5870	732.07	00170399
RAMIREZ, MARILYN	V6414136	5220	12.32	00170618
RAY LITE INDUSTRIES INC.	V6411422	4355	5053.74	00170400
REAL, JEANNETTE	V6411176	5220	100.47	00170341
			170.18	00170850
REALVOLLEYBALL.COM	V6408544	4310	2550.38	00170619
RECKNOR, HILARY	V6409295	5210	160	00170401
REEL LUMBER SERVICE	V6403871	4355	793.85	00170402
			503.35	00170620
REFRIGERATION SUPPLIES DIST.	V6403873	4355	337.64	00170403
			478.38	00170621
			1928.49	00170778
REGENTS UC	V6403882	5210	260	00170342
REHABMART LLC	V6413926	4310	287.32	00170404
REPUBLIC SERVICES OF SO. CALIFORNIA	V6410174	5580	6507.3	00170405
REVOLVING CASH FUND	V6405190	2106	1378.43	00170851
		2217	1640.12	00170406
		2249	134.57	00170851
		2285	1299.56	00170406
		4310	431.81	00170851
		4320	616.66	00170851
		5210	179	00170406
			500	00170851
		5880	1401.82	00170406
			37121	00170622
			580.42	00170851
		5910	917.73	00170851
		8675	0	00170851
		8699	39	00170406
			129.6	00170851
RIVERSIDE INSIGHTS	V6413468	4310	33638.19	00170407
RJ ALLEN	V6414120	5610	6975	00170623
ROAD AMERICA INC	V6403955	4385	107.13	00170779
ROBOTSHOP INC.	V6412098	4310	1758.35	00170408
RODRIGUEZ, LAURA	V6414135	5220	13.44	00170409
ROSSIER PARK SCHOOL	V6411451	5860	36815.71	00170410
			9368.35	00170780
S AND S WORLDWIDE DISCOUNT SPORTS	V6404052	4310	118.51	00170491
S.C. SIGNS AND SUPPLIES LLC	V6410977	4355	749.94	00170492
SALCEDO, MARTHA	V6409681	5220	24.08	00170493
SCHOLASTIC INC.	V6404150	4210	1927.9	00170781
SCHOOL HEALTH CORPORATION	V6404160	4310	115.11	00170392
		4320	311.87	00170782
SCHOOL SAVERS	V6404170	4310	559.44	00170494
SCHOOL SERVICES OF CALIFORNIA INC.	V6404171	5210	2070	00170495
SCHOOL SPECIALTY INC	V6404173	4310	31.53	00170496
			304.27	00170783
		4320	1948.66	00170496
SCHORR METALS INC	V6404179	4355	1117.68	00170497
			2187.4	00170784

VENDOR CHECK REGISTER
June 08, 2021 Through July 06, 2021

VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
SCP DISTRIBUTORS LLC	V6411554	4355	1235.39	00170393
			191.2	00170785
SECUREDOCS INC	V6414126	5880	4800	00170498
SEHI COMPUTER PRODUCTS INC	V6404221	4310	4891.86	00170394
			1856513.82	00170786
			36884.25	00170852
		4320	8986	00170394
			259.63	00170786
		4410	40231.31	00170394
			118022.73	00170786
		5610	5640	00170786
SGE CONSULTING ENGINEERS	V6413894	5880	5174	00170499
SHERMAN GARNETT & ASSOCIATES	V6414115	4320	117.71	00170500
SHERWIN WILLIAMS CO., THE	V6410919	4355	27.29	00170787
SHOPBOT TOOLS INC	V6413983	6490	5341.4	00170788
SHRED IT USA LLC	V6411124	5610	3133.97	00170789
SIGLER INC., RUSSELL	V6410420	4410	18594.25	00170790
SIGN MART PLASTICS PLUS	V6412529	4320	1057.9	00170343
			811.07	00170501
			2473.55	00170791
		5810	982.53	00170501
SIGNATURE PARTY RENTALS	V6406791	5620	8083.13	00170502
SKILLSUSA CALIFORNIA	V6411532	5210	250	00170344
SOCAL POWDERCOATING	V6414082	5610	2200	00170624
SOCALGRAD	V6411708	4310	3604.23	00170792
		4320	27749.18	00170503
			6226.49	00170792
SOCIAL STUDIES SCHOOL SERVICE	V6404322	4310	351.17	00170504
SOFTCHOICE CORPORATION	V6413514	5880	1108.21	00170625
			562.83	00170793
SOLIDPROFESSOR	V6414021	5880	5500	00170505
SOLIS GROUP, THE	V6412965	5810	3000	00170430
SOS SURVIVAL PRODUCTS	V6404349	4310	1342.53	00170794
		4320	2140.13	00170506
SOUTHEAST LOCK SUPPLY LLC	V6413838	4310	1050	00170507
SOUTHEASTERN PERFORMANCE APPAR	V6404367	4310	2447	00170853
SOUTHERN CALIFORNIA EDISON CO.	V6404370	5520	124766.89	00170411
			35258.97	00170795
SOUTHERN CALIFORNIA PERMANENTE GROUP	V6413964	5810	76	00170626
SOUTHPAW ENTERPRISES	V6404380	6490	2965	00170796
SOUTHWEST BOULDER AND STONE INC	V6414093	4310	2113.11	00170627
SOUTHWEST SCHOOL AND OFFICE SUPPLY	V6404383	4310	233.54	00170508
		4320	15431.02	00170628
			3279.8	00170797
SPEECH AND LANGUAGE	V6404400	5860	45471.58	00170629
SPICERS PAPER INC	V6404405	4320	1583.29	00170345
			25264.65	00170509
			566.01	00170798
SPORTS FACILITIES GROUP INC	V6410318	5610	14999.76	00170630
SPORTS FIELD SERVICES	V6413228	5610	9800	00170799
SPORTSPAGE SOCCER WAREHOUSE	V6411749	4310	1335.45	00170412
			663.38	00170800
SPRINT SOLUTIONS INC	V6411072	5918	320.85	00170801
STANBURY UNIFORMS	V6406508	4310	3542.1	00170631
STAPLES ADVANTAGE	V6410116	4310	2453.18	00170632
			129.29	00170802
		4320	340.36	00170632
		9320	1142.49	00170632
STEINBRICK, GAIL	V6408751	5220	62.61	00170346
			170.8	00170854
STOTZ EQUIPMENT	V6414137	5610	1041.68	00170633
SUNBELT RENTALS INC.	V6405959	5620	862.34	00170634
SWEETWATER	V6409201	4310	8913.82	00170635
SWITZER CENTER	V6413048	5860	707.52	00170636

VENDOR CHECK REGISTER
June 08, 2021 Through July 06, 2021

VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
T MOBILE	V6410424	5918	1130.5	00170806
		5930	60031.97	00170803
			40115.97	00170804
			20971.99	00170805
TAO ROSSINI A PROFESSIONAL	V6414113	5821	475	00170637
TEACHERS PAY TEACHERS	V6413414	4310	165.77	00170638
TEAM FITZ GRAPHICS	V6414099	4410	1400.76	00170807
TELESTREAM LLC	V6413195	4310	199	00170431
		5880	719.1	00170431
THOMSON REUTERS WEST	V6407958	5880	161	00170510
TIME WARNER CABLE	V6411698	5930	980.09	00170432
TOLLNER LAW OFFICES	V6414142	5821	6500	00170808
TORO AIRE INC	V6408584	4355	58.19	00170511
TORRES, AMY	V6410990	5210	2707	00170512
TREE OF LIFE NURSERY	V6414130	4310	101.93	00170855
TROUTMAN, KAREN	V6409638	5220	5.88	00170347
TROXELL COMMUNICATIONS INC	V6404796	4310	12657.28	00170639
		4410	862	00170639
		6490	2235.13	00170639
			3380.12	00170856
TURF STAR INC	V6404805	4347	365.5	00170640
			157.46	00170809
TUTTLE PUBLISHING	V6413845	4210	1751.97	00170348
U S BANK	V6406908	5880	1800	00170857
U S BANK	V6406511	4310	18111.91	00170641
		4320	3562.11	00170641
		4347	2001.78	00170641
		4410	1290.81	00170641
		5310	493.02	00170641
		5880	3166.86	00170641
ULINE	V6406546	4320	604.15	00170642
UNI POINT LLC	V6406402	5610	62.5	00170810
UNION AUTO SERVICE CENTER	V6404840	4370	4897.2	00170643
		5610	4551.5	00170643
UNITED REFRIGERATION INC.	V6404853	4355	47.91	00170644
UNITED VOLLEYBALL SUPPLY LLC	V6412346	4310	2025.62	00170645
US AIR CONDITIONING DISTRIBUTORS	V6404317	4355	15.65	00170646
VALLEY VISTA SERVICES INC	V6411966	5580	3715.78	00170647
VERTICAL TRANSPORT INC	V6413440	5610	582.91	00170433
			4210	00170811
VISTA PAINT CORP	V6404960	4355	8456.6	00170648
W STRATEGIES LLC	V6414038	5810	5000	00170649
WAGER, DOUG	V6401420	8699	120.91	00170349
WALTERS WHOLESALE	V6409053	4355	587.7	00170350
			5009.83	00170650
			759.37	00170812
WATANABE, ANDREA	V6413122	5210	150	00170413
WAXIE SANITARY SUPPLY	V6405008	4410	11543.98	00170651
WEATHERPROOFING TECHNOLOGIES INC	V6413385	5610	6026.95	00170652
WEBCAST AND BEYOND	V6413422	5810	27450	00170653
WEISSMAN'S DESIGNS FOR DANCE	V6405016	4310	1198.5	00170654
WENGER CORP	V6405024	4320	1903.95	00170655
		4410	7118.61	00170655
WINZER	V6412060	4376	4067.25	00170656
WOBBLE WORKS INC	V6411900	4310	2583.85	00170813
WON DOOR CORPORATION	V6410701	5610	1164	00170814
WOOD REPAIR PRODUCTS INC	V6413610	4355	189.54	00170657
XEROX CORPORATION	V6405129	5620	5049.56	00170658
XEROX FINANCIAL SERVICES LLC	V6412617	5620	266.42	00170659
			266.42	00170815
YOUTH CARE OF UTAH INC	V6414051	5860	16750	00170434
			16744	00170816
GENERAL FUND (0101)			**9,057,890.13**	
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	38386.04	00170395
GOB,ELECTION 2014, SERIES 2018 (2126)			**38,386.04**	

VENDOR CHECK REGISTER
June 08, 2021 Through July 06, 2021

VENDOR NAME	VENDOR ID	Object	Amount	Ck. No
CASE AND SONS CONSTRUCTION INC	V6400796	6270	38000	00170351
			93945.5	00170660
CONTAINER ALLIANCE	V6412976	6274	419.04	00170315
CRISP IMAGING	V6408990	6241	2481.56	00170513
CULVER NEWLIN	V6411589	4310	27830.75	00170817
		4410	25554.14	00170817
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	120942.5	00170435
GHATAODE BANNON ARCHITECTS	V6408656	6212	22566	00170352
			4050	00170436
JOHNSON FAVARO	V6412904	6212	191595	00170353
MANUFACTURES BANK	V6413517	6165	96486.06	00170666
MILLER CONSTRUCTION	V6414017	6270	744904	00170437
PINNER CONSTRUCTION CO INC	V6412130	6165	1396456.72	00170667
REVOLVING CASH FUND	V6405190	6222	2701.38	00170414
			38294.38	00170858
SEHI COMPUTER PRODUCTS INC	V6404221	6413	1154	00170859
SOCAL FLOW TESTING	V6413421	6276	340	00170438
VITAL INSPECTION SERVICES INC	V6412251	6291	28176	00170316
GOB,ELECTION 2014, SERIES 2019 (2127)			**2,835,897.03**	
AVIDEX INDUSTRIES LLC	V6414114	4310	315.43	00170260
CDW GOVERNMENT INC.	V6400819	4410	4373.08	00170661
CRISP IMAGING	V6408990	6274	7498.75	00170439
CULVER NEWLIN	V6411589	4310	2017.32	00170860
INSIGHT PUBLIC SECTOR INC	V6413521	4410	121.89	00170514
PATHWAY COMMUNICATIONS LTD	V6410645	4410	12682.39	00170440
REVOLVING CASH FUND	V6405190	8681	2515.04	00170861
SCHOOL FACILITY CONSULTANTS	V6404158	5810	6130	00170818
SEHI COMPUTER PRODUCTS INC	V6404221	6413	543.06	00170862
ULINE	V6406546	6274	655.34	00170662
CAPITAL FACILITIES (2525)			**36,852.30**	
GIANNELLI ELECTRIC INC.	V6401857	6270	49277.45	00170354
KNOWLAND CONSTRUCTION SERVICES LLC	V6409073	6291	2570.88	00170396
SPECIAL FACILITIES FUND (4041)			**51,848.33**	
AUHSD	V6400400	5890	7942.26	00170550
INSURANCE - WCI (6768)			**7,942.26**	
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	9016.21	00170551
AUHSD	V6400400	5891	510777.04	00170355
			644842.74	00170552
			1105849.07	00170819
EXPRESS SCRIPTS INC.	V6410974	5895	210923.47	00170356
			235134.06	00170553
			226474.35	00170820
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	13116.67	00170317
LINCOLN LIFE ASSURANCE COMPANY OF BOSTON	V6413790	5462	14849.81	00170357
			14277.61	00170663
PINNACLE CLAIMS MANAGEMENT INC.	V6409946	5812	830	00170358
RETIREE FIRST LLC.	V6413748	5466	6336.29	00170359
TRUSTMARK HEALTH BENEFITS INC.	V6413999	5812	434285.6	00170664
UNITED STATES TREASURY	V6409991	5885	14737.94	00170863
HEALTH & WELFARE INS FUND (6769)			**3,441,450.86**	
Grand Total			**15,470,266.95**	

ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
MAY 2021

School Name	Prior Month Total	Current Month			
		Checking	Petty Cash / Change Fund	Savings	Total
Anaheim	340,090.00	262,568.55	1,000.00	65,337.78	328,906.33
Western	302,503.75	170,550.66	1,275.00	128,138.63	299,964.29
Magnolia	93,613.63	94,139.43	-	-	94,139.43
Savanna	69,530.15	60,438.05	300.00	221.39	60,959.44
Loara	156,688.53	76,733.00	800.00	69,688.19	147,221.19
Katella	161,785.10	153,825.98	2,100.00	-	155,925.98
Kennedy	330,647.90	307,514.91	-	-	307,514.91
Cypress	638,993.62	638,050.00	1,700.00	-	639,750.00
Brookhurst	17,324.33	12,429.29	-	-	12,429.29
Orangeview	28,387.84	28,148.21	100.00	-	28,248.21
Walker	94,895.62	97,524.37	-	-	97,524.37
Dale	37,226.56	37,189.56	100.00	-	37,289.56
Sycamore	29,944.90	27,932.58	-	-	27,932.58
Ball	16,394.21	17,968.69	-	-	17,968.69
South	68,559.88	60,764.51	-	-	60,764.51
Oxford	465,542.23	448,795.83	-	-	448,795.83
Lexington	44,438.40	26,620.44	-	-	26,620.44
Hope	80,692.60	77,460.65	-	-	77,460.65
Gilbert	39,655.59	39,767.09	-	-	39,767.09
Total	3,016,914.84	2,638,421.80	7,375.00	263,385.99	2,909,182.79

Anaheim Union High School District

Cafeteria Fund

Financial Statements

April 2021

Statement of Revenue and Expense

Anaheim Union High School District

EXHIBIT DD

	Period 10 Ending in 04/30/2021				Period 10 Ending in 04/30/2020			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8621	$0.00	0.00 %	$0.00	0.00 %	$0.00	0.00 %	$287,349.00	1.68 %
Elementary - Lunch								
8632	$0.00	0.00 %	$0.00	0.00 %	$0.00	0.00 %	$62,181.00	0.36 %
High School - Breakfast								
8633	$0.00	0.00 %	$0.00	0.00 %	$0.00	0.00 %	$606,408.00	3.54 %
High School - Lunch								
8635	$0.00	0.00 %	$10.15	0.00 %	$0.00	0.00 %	$674,862.12	3.94 %
A La Carte Sales								
8636	$0.00	0.00 %	$2.78	0.00 %	$0.00	0.00 %	$342.05	0.00 %
Adult Rev. - Breakfast								
8637	$74.25	0.01 %	$363.99	0.00 %	$0.00	0.00 %	$16,499.83	0.10 %
Adult Rev. - Lunch								
Local Revenue	**$74.25**	**0.01 %**	**$376.92**	**0.00 %**	**$0.00**	**0.00 %**	**$1,647,642.00**	**9.62 %**
Federal Reimbursements								
8200	$471,682.66	34.60 %	$3,697,003.76	31.86 %	$270,633.00	35.53 %	$2,982,994.22	17.41 %
Fed. Meal Rev.-Breakfast								
8220	$783,687.60	57.49 %	$6,953,730.60	59.93 %	$430,552.50	56.52 %	$10,782,839.27	62.93 %
Fed. Meal Rev.-Lunch								
8290	$0.00	0.00 %	$0.00	0.00 %	$0.00	0.00 %	$385,672.60	2.25 %
Misc Fed Rev.-Snack								
Federal Reimbursements	**$1,255,370.26**	**92.10 %**	**$10,650,734.36**	**91.79 %**	**$701,185.50**	**92.04 %**	**$14,151,506.09**	**82.59 %**
State Reimbursements								
8500	$52,424.46	3.85 %	$416,034.68	3.59 %	$30,077.18	3.95 %	$334,804.20	1.95 %
St. Meal Rev.-Breakfast								
8520	$53,225.45	3.90 %	$428,442.03	3.69 %	$30,077.16	3.95 %	$760,076.58	4.44 %
St. Meal Rev.-Lunch								
State Reimbursements	**$105,649.91**	**7.75 %**	**$844,476.71**	**7.28 %**	**$60,154.34**	**7.90 %**	**$1,094,880.78**	**6.39 %**
Other Revenue								
8638	$0.00	0.00 %	$39.79	0.00 %	$377.25	0.05 %	($6,688.56)	-0.04 %
Cash Over & Short								
8699	$2,016.00	0.15 %	$107,129.15	0.92 %	$91.63	0.01 %	$246,922.95	1.44 %
Spec Activity/Cater								
Other Revenue	**$2,016.00**	**0.15 %**	**$107,168.94**	**0.92 %**	**$468.88**	**0.06 %**	**$240,234.39**	**1.40 %**
Total Revenue	**$1,363,110.42**	**100.00 %**	**$11,602,756.93**	**100.00 %**	**$761,808.72**	**100.00 %**	**$17,134,263.26**	**100.00 %**
Expense								
Food Purchases & Govnmt								
4700	$253,455.74	18.59 %	$2,622,909.93	22.61 %	$278,483.61	36.56 %	$5,666,566.38	33.07 %
Food Purchases								
Food Purchases & Govnmt	**$253,455.74**	**18.59 %**	**$2,622,909.93**	**22.61 %**	**$278,483.61**	**36.56 %**	**$5,666,566.38**	**33.07 %**
Supplies								
4300	$6,144.36	0.45 %	$95,834.69	0.83 %	$6,127.72	0.80 %	$107,773.65	0.63 %
Materials & Supplies								
4400	$0.00	0.00 %	$59,312.69	0.51 %	$0.00	0.00 %	$34,408.84	0.20 %
Noncapitalized Equipment-Under $5000								
4790	$50,659.89	3.72 %	$101,981.42	0.88 %	$49,322.38	6.47 %	$571,280.43	3.33 %
Supplies (Food)								
Supplies	**$56,804.25**	**4.17 %**	**$257,128.80**	**2.22 %**	**$55,450.10**	**7.28 %**	**$713,462.92**	**4.16 %**
Salaries								

Statement of Revenue and Expense

Anaheim Union High School District

EXHIBIT DD

	Period 10 Ending in 04/30/2021				Period 10 Ending in 04/30/2020			
	Monthly	%	YTD	%	Monthly	%	YTD	%
2200	$679,637.54	49.86 %	$6,303,104.79	54.32 %	$690,656.35	90.66 %	$6,721,385.78	39.23 %
Classified Salaries								
2300	$37,098.95	2.72 %	$368,564.32	3.18 %	$36,086.75	4.74 %	$433,811.09	2.53 %
Class.Sup/Admin Salaries								
2400	$36,193.80	2.66 %	$346,172.21	2.98 %	$35,813.10	4.70 %	$417,361.29	2.44 %
Clerical/Office Salaries								
2550	$0.00	0.00 %	$0.00	0.00 %	$12,339.00	1.62 %	$111,051.00	0.65 %
Food Service Vacation Pay								
Salaries	**$752,930.29**	**55.24 %**	**$7,017,841.32**	**60.48 %**	**$774,895.20**	**101.72 %**	**$7,683,609.16**	**44.84 %**
Benefits								
3202	$128,346.73	9.42 %	$1,178,354.69	10.16 %	$113,998.96	14.96 %	$1,174,314.95	6.85 %
PERS, Classified Position								
3302	$57,326.22	4.21 %	$534,889.05	4.61 %	$57,989.79	7.61 %	$570,786.55	3.33 %
OASD/MED/Classified Position								
3402	$193,129.81	14.17 %	$1,967,615.74	16.96 %	$203,176.39	26.67 %	$2,028,106.30	11.84 %
Hlth/Welfare, Classified								
3502	$375.78	0.03 %	$3,503.16	0.03 %	$380.37	0.05 %	$3,777.10	0.02 %
SUI, Classified Position								
3602	$19,855.18	1.46 %	$185,160.61	1.60 %	$19,351.14	2.54 %	$192,566.14	1.12 %
Workers Comp, Classified								
3702	$0.00	0.00 %	$645.63	0.01 %	$0.00	0.00 %	$0.00	0.00 %
Retire. Benefits, Classified								
Benefits	**$399,033.72**	**29.27 %**	**$3,870,168.88**	**33.36 %**	**$394,896.65**	**51.84 %**	**$3,969,551.04**	**23.17 %**
Other Expenses								
5200	$573.56	0.04 %	$5,267.13	0.05 %	$591.09	0.08 %	$12,410.16	0.07 %
Travel & Conference								
5500	$9,477.50	0.70 %	$70,290.11	0.61 %	$3,767.50	0.49 %	$204,406.94	1.19 %
Operation & Housekeeping								
5600	$4,938.19	0.36 %	$40,389.83	0.35 %	$2,963.13	0.39 %	$53,597.78	0.31 %
Rental/Lease/Repair								
5800	$5,094.10	0.37 %	$176,850.35	1.52 %	$0.00	0.00 %	$165,092.21	0.96 %
Prof. Consult Service								
5900	$342.45	0.03 %	$19,505.29	0.17 %	$1,146.31	0.15 %	$33,319.37	0.19 %
Fax, Pager, Postage								
Other Expenses	**$20,425.80**	**1.50 %**	**$312,302.71**	**2.69 %**	**$8,468.03**	**1.11 %**	**$468,826.46**	**2.74 %**
Capital Outlay								
6500	$0.00	0.00 %	$25,048.48	0.22 %	$0.00	0.00 %	$76,883.87	0.45 %
Equipment- Over $5000								
Capital Outlay	**$0.00**	**0.00 %**	**$25,048.48**	**0.22 %**	**$0.00**	**0.00 %**	**$76,883.87**	**0.45 %**
Total Expense	**$1,482,649.80**	**108.77 %**	**$14,105,400.12**	**121.57 %**	**$1,512,193.59**	**198.50 %**	**$18,578,899.83**	**108.43 %**
Net Profit (Loss)	**($119,539.38)**	**-8.77 %**	**($2,502,643.19)**	**-21.57 %**	**($750,384.87)**	**-98.50 %**	**($1,444,636.57)**	**-8.43 %**

Show all data

Balance Sheet

Anaheim Union High School District

04/30/2021

EXHIBIT DD

Account Number	Description	
Asset	**Assets**	
CASH		
9120	Cash-Checking	$1,762,702.24
Total CASH		$1,762,702.24
RECEIVABLE		
9210	A/R - Current	$13,982.42
9280	A/R - State	$214,252.66
9290	A/R - Federal	$2,538,556.76
Total RECEIVABLE		$2,766,791.84
INVENTORIES		
9321	Food	$330,950.61
9323	Supplies	$135,849.18
Total INVENTORIES		$466,799.79
Total Asset		**$4,996,293.87**
Liability	**Liabilities and Fund Balance**	
LIABILITIES		
9510	A/P - Current	$1,562,017.42
9580	Sales Tax Liability	$30.18
9599	Purchases Clearing	$0.00
9650	Deferred Revenue	$185,671.12
Total LIABILITIES		$1,747,718.72
Total Liability		**$1,747,718.72**
Fund Balance	**Liabilities and Fund Balance**	
FUND BALANCE		
9780	Fund Balance: 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)		**($2,502,643.19)**
Total Liabilities and Fund Balance		**$4,996,293.83**

Show all data

IMPACT APPLICATIONS, INC.
SERVICES AGREEMENT
(School District)

This SERVICES AGREEMENT (the "***Agreement***") is made and entered into as of July 1, 2021, 2021 (the "***Effective Date***"), by and between IMPACT APPLICATIONS, INC., a Delaware corporation, having its principal place of business at 2140 Norcor Avenue, Suite 115, Coralville, IA 52241 ("***ImPACT Applications***"), and Anaheim Union High School District (the "***Customer***"), having its principal place of business at the address listed below. This Agreement is made subject to and incorporates by reference the Terms of Use. If there is a conflict between this Agreement and the Terms of Use, this Agreement will govern.

BACKGROUND

A. ImPACT Applications has the right to license or sell the Products (defined below) through ImPACT Applications' website and various third-party distributors (the "***ImPACT Applications Site***").

B. Customer desires to obtain access to one or more of the ImPACT Applications' Products on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants, representations, and warranties contained herein, and intending to be legally bound hereby, ImPACT Applications and Customer agree as follows:

1. **DEFINITIONS**

As used in this Agreement, the following terms shall have the respective meanings assigned to them below:

"***Configurations***" means standard set-up and activation services for the Product.

"***Customer Materials***" means all materials and content, such as logos and Customer's standard operating procedures, if any, provided to ImPACT Applications by Customer for incorporation into the Product.

"***Customer Promotional Materials***" means the promotional materials related to the Product that are created or developed by Customer.

"***Customer Site***" means a web site owned or controlled by Customer through which Customer and Test Takers access the Product.

"***Documentation***" means user documentation for the Product available at ImPACT Applications' web site or sent to the Customer in print, as such documentation may be amended by ImPACT Applications from time to time.

"***HIPAA***" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, each as amended.

"***ImPACT Applications Promotional Materials***" means the promotional materials related to the Product that are created or developed by ImPACT Applications.

"***ImPACT Applications Site***" means one or more web sites owned or controlled by ImPACT Applications or an affiliate of ImPACT Applications through which Customer or Test Takers may obtain access to the Product.

"***Person***" or "***person***" means any corporation, partnership, limited liability company, joint venture, other entity, or natural person.

"***Product***" means the ImPACT Applications products and services available from time-to-time on or through the ImPACT Applications Site, as such Products are described in greater detail in the Documentation, together with any Updates thereto.

"***Product Infrastructure***" means the hardware, software, and other equipment that ImPACT Applications uses in connection with its hosting of the Product for Customer hereunder.

"***Terms of Use***" means the terms and conditions of use for the Product, including ImPACT Applications' Privacy Policy and Terms of Use accessible at www.impacttest.com, which terms and conditions of use shall be accessible to users of the Product through a login or other access screen, as such terms and conditions of use are amended by ImPACT Applications from time to time.

"***Territory***" means the United States.

"***Test Taker***" means people other than Customer who are allowed by Customer or a Customer sublicensee to access the Product via the ImPACT Applications Site or a Customer Site.

"***Trademark and Logo Usage Guidelines***" means the quality levels and guidelines that ImPACT Applications maintains in connection with the ImPACT Applications Marks (as identified on Schedule B hereto).

"***Update***" means any update, upgrade, or new release for the Product that ImPACT Applications may make available to Customer from time to time hereunder.

2. **PRODUCT ACCESS; RESTRICTIONS; EXTENSION OF AGREEMENT TO SUBSEQUENT PRODUCTS**

2.1 Limited License. Subject to Customer's compliance with the terms and conditions of this Agreement, ImPACT Applications hereby grants to Customer, during the Term, a non-exclusive, non-transferable (except as expressly permitted hereunder), license: (a) to access the Product, to use the Product in the Territory, and to authorize Test Takers to access and use the Product, via the ImPACT Applications Site or a Customer Site; (b) to use the ImPACT Applications Marks, including any goodwill therein, in the Territory and solely for use upon or in connection with the Product and for the purpose of promoting, advertising, or marketing the Product at the Trademark and Logo Usage Guidelines specified in this Section 2; and (c) to use the ImPACT Applications Promotional Materials, in the Territory and solely for the purpose of promoting, advertising, or marketing the Product in accordance with the Trademark and Logo Usage Guidelines specified in this Section 2.

2.2 Sublicenses. Customer may grant sublicenses to any of its constituent schools, any scholastic sports team, or club that consists of Test Takers. Any sublicenses granted by Customer under the terms of this Agreement shall be subject to the same terms and conditions set forth in this Agreement, and Customer shall obtain written assurances from each sublicensee that such sublicensee agrees to be bound by the terms and conditions set forth in this Agreement. No sublicensee shall be authorized to grant any further sublicenses. ImPACT Applications reserves the right to terminate any sublicense upon cause shown and reasonable notice to Customer.

2.3 Terms of Use. All access to and use of the Product, Documentation, ImPACT Applications Marks, and ImPACT Applications Promotional Materials by Customer and Test Takers, as the case may be, shall be in accordance with the Terms of Use. Prior to using or being provided access to the Product, each Test Taker shall first have assented to the Terms of Use in some reasonable and verifiable manner as approved by ImPACT Applications. Customer shall not take any action that would mask, delete, or otherwise alter the Terms of Use or any other disclaimers or notices that ImPACT Applications may include in the Product from time to time. Customer agrees to (i) promptly notify ImPACT Applications should Customer become aware that any Test Taker has violated or is violating the Terms of Use; and (ii) reasonably cooperate with ImPACT Applications in any actions that ImPACT Applications may elect to take with respect to any Test Taker who violates the Terms of Use, including, without limitation, terminating such Test Taker's access to the Product. Prior to using or being provided access to the Product, each Test Taker shall have either assented to the Terms of Use or, if applicable, provided Customer the consent required under the Children's Online Privacy Protection Act of 1998, as amended ("***COPPA***"). Customer shall not take any action that would mask, delete, or otherwise alter the Terms of Use or any other disclaimers or notices that ImPACT Applications may include in the Product from time to time. Customer shall be and remain primarily liable for any breach of the Terms of Use or failure to secure the required COPPA consent from a Test Taker prior to using the Product.

2.4 Configurations. ImPACT Applications shall prepare and incorporate Configurations in order to enable access to the Product. ImPACT Applications and its licensors own and shall continue to own all right, title, and interest in and to the Product and such Configurations after any Configurations are incorporated therein; provided, however, that Customer or its licensors shall own and continue to own all right, title, and interest in and to the Customer Materials. Customer hereby grants to ImPACT Applications a royalty-free license to prepare the Configurations and to incorporate said Configurations into the Product as permitted hereunder.

2.5 Proprietary Notices. Customer shall not remove any trademark, copyright, or patent notices, any proprietary or restricted rights notices, or any other proprietary notices or disclaimers that appear in the Product, any of the Documentation, or ImPACT Applications Promotional Materials. Unless otherwise agreed to in writing by ImPACT Applications, Customer shall state on its website, on all Products, and on or in all Promotional Materials and otherwise that, as applicable: (i) the ImPACT Applications Marks are "licensed from ImPACT Applications, Inc."; (ii) the Products are "licensed from ImPACT Applications, Inc."; and (iii) the Products are subject to copyright.

2.6 Conditions of Use – ImPACT Applications Marks. In order to carry out the rights granted in Section 2 hereto, Customer is authorized to: (i) use the ImPACT Applications Marks in such style, appearance, and manner as ImPACT Applications shall, in its sole discretion, specify or approve in writing and solely on or in connection with the Product or Promotional Materials and in strict accordance with all of the applicable Trademark and Logo Usage Guidelines; and (ii) create or develop Customer Promotional Materials; provided, however, that Promotional Materials may only be used in connection with the Product pursuant to this Agreement. ImPACT Applications shall retain all right, title, and interest in and to (including copyrights and trademarks) the ImPACT Applications Marks and ImPACT Applications Promotional Materials, and Customer grants to ImPACT Applications all right, title, and interest in and to any Customer Promotional Materials related to the Product. Customer is expressly prohibited from modifying the

ImPACT Applications Marks or ImPACT Applications Promotional Materials unless expressly agreed to in writing and such modifications are expressly approved in writing by ImPACT Applications. Customer will not use the ImPACT Applications Marks in conjunction or association with any other trademark, trade name, or logo, or place the ImPACT Applications Marks in close proximity to any other name, mark, or logo other than the name, trademarks, and related designs of Customer without the express prior written approval of ImPACT Applications, provided that such placement is carefully done so as to avoid any potential for confusion as to the source of the Product or Promotional Materials and to clearly distinguish the Product or Promotional Materials as originating from ImPACT Applications. Customer will comply as soon as reasonably practicable (but in any event within twenty (20) days) with all reasonable instructions furnished by ImPACT Applications from time-to-time with respect to the style, appearance, and manner of use of the ImPACT Applications Marks on the Product or Promotional Materials, including instructions to revise the style, appearance, or manner of use as ImPACT Applications may specify from time to time. Whenever the ImPACT Applications Marks are used on or in connection with the Product or Promotional Materials, Customer shall use the trademark symbol "™" or the registration symbol "®", as appropriate. Customer shall display all other notices on or in connection with the Product or Promotional Materials and otherwise, as are or may be required by any applicable laws and regulations. ImPACT Applications is authorized to list Customer in or on ImPACT Applications Promotional Materials, including on ImPACT Applications' web site, as a licensed provider of services employing the Product. An ImPACT Applications Mark usage guide is attached to this Agreement at Schedule B.

2.7 Other License Restrictions. Customer shall not make any representations, warranties, conditions, or guarantees with regard to the Product that are inconsistent with or in addition to those made by ImPACT Applications to Customer hereunder. In addition, except as expressly authorized herein, Customer shall not authorize Test Taker to: (i) copy or modify the Product for any purpose; (ii) reverse engineer, decompile, modify, translate, disassemble, or discover the source code for all or any portion of the Product; or (iii) distribute, disclose, market, rent, lease, or otherwise transfer the Product or Documentation to any other person, except as set forth in Section 2.1 hereto.

2.8 Reservation of Rights. Except for the licenses and rights expressly granted under this Agreement, no licenses or rights are granted by either party to the other party hereunder, by implication, estoppel, or otherwise. All such other licenses and rights are reserved unto ImPACT Applications or Customer, as applicable. ImPACT Applications expressly reserves the right, in its sole discretion and in the Territory and throughout the world, to: (i) sell or license the Product directly to any third party; (ii) use the ImPACT Applications Marks for the purpose of promoting, advertising, or marketing the Product; and (iii) grant promotional, advertising, and/or marketing rights to other persons.

2.9 Promotional Activities. Customer shall have the right to create and distribute Customer Promotional Materials for the Products resold pursuant to this Agreement. Customer may create Customer Promotional Materials and, subject to the Terms of Use, modify ImPACT Applications Promotional Materials; provided, however, such ImPACT Applications Promotional Materials may only be used in connection with Products resold pursuant to this Agreement. ImPACT Applications shall retain all right, title, and interest in and to (including copyrights and trademarks) the ImPACT Applications Promotional Materials. Customer shall be responsible for any modifications to the ImPACT Applications Promotional Materials. Customer will provide ImPACT Applications with a copy of any Promotional Materials created or developed pursuant to this Section 2.9 for ImPACT Applications' approval prior to use or distribution. ImPACT Applications agrees to provide Customer with written notice of approval or rejection of such materials within ten (10) calendar days of ImPACT Applications' receipt of such materials. Customer agrees that such promotional or advertisement activities shall comply with the Terms of Use. Customer grants ImPACT Applications all right, title, and interest in and to any modifications to the ImPACT Applications Promotional Materials.

2.10 Product Representations. Customer shall make no, and shall indemnify ImPACT Applications for and against any and all claims arising out of, representations or warranties concerning quality, performance, or other characteristics of the Products other than those which are consistent in all respects with, and do not expand the scope of, the representations and warranties made by ImPACT Applications for such Products. Customer may not write or otherwise create any additional Product Documentation or authorize the creation thereof without ImPACT Applications' express prior written consent. The only Product Documentation that Customer is authorized to sell or distribute is official ImPACT Applications Product Documentation produced by ImPACT Applications. Customer agrees that its obligation to indemnify ImPACT Applications for and against any and all claims arising out of any warranty that is inconsistent with or additional to the warranties contained in this Agreement shall not be affected, reduced, or impaired by the fact that Customer is required by local mandatory law to provide such inconsistent or additional warranty.

2.11 Ownership of Customer Data. The ImPACT

Applications system will aggregate and generate data relating to Test Takers that will relate to medical information such as age, height, weight, prior injuries, and test results from using the Product and such other information as ImPACT Applications may determine from time-to-time would be useful in improving the performance of the Product (the "***Customer Data***"). Customer is the sole exclusive owner of the Customer Data. ImPACT Applications shall be permitted to use aggregated, de-identified Customer Data, for internal and external evaluation purposes, provided that such information does not identify an individual and does not identify Customer, there is no reasonable basis to believe that the information can be used to identify an individual or the Customer. Any use of Customer Data by ImPACT Applications shall comply with all applicable U.S. rules, laws, and regulations regarding data protection and privacy.

2.12 Government Approvals. Customer shall, at its expense, obtain all registrations, licenses, and permits required to perform its obligations, pay all taxes and fees due in connection therewith, and provide ImPACT Applications with such documentation as ImPACT Applications may request to confirm Customer's compliance with this Section 2.12 and agrees that it shall not engage in any course of conduct that, in ImPACT Applications' reasonable belief, would cause ImPACT Applications to be in violation of the laws of any jurisdiction.

2.13 Material Breach. Any breach of any of the provisions of this Section 2 by Customer shall be deemed a material breach of this Agreement.

2.14 Applicability of Agreement to All ImPACT Applications Products and Pricing Changes. Customer acknowledges ImPACT Applications may offer additional Products during the Term of this Agreement (each a "***Subsequent Product***" and collectively, the "***Subsequent Products***"). Customer and ImPACT Applications acknowledge and agree Subsequent Products may be licensed by Customer, subject to all terms and conditions of this Agreement, without a formal written modification of this Agreement or the execution of a separate contract on the condition that Subsequent Products and pricing terms are described in a writing by ImPACT Applications and acknowledged by Customer. Such a writing and acknowledgement may include email exchanges, an online ordering system or portal, or any other means that is mutually acceptable by the parties without any need to reference this Agreement or any amendment thereto. Performance subsequent to any acknowledgement or writing as stated herein shall constitute acceptance. ImPACT Applications may also amend Schedule A consistent with the terms of this Agreement without a written modification of this Agreement, provided that any modifications to Schedule A are provided to Customer in a manner consistent with this section. Upon communication to customer of revisions to Schedule A, said revisions shall merge into and fully become part of this Agreement without need for a separate acceptance or novation.

3. PRODUCT INFRASTRUCTURE

3.1 Obligations of ImPACT Applications. Subject to Customer's compliance with the terms and conditions of this Agreement, ImPACT Applications shall be responsible for providing and maintaining the Product Infrastructure. The Product Infrastructure is subject to modification by ImPACT Applications from time to time for purposes such as adding new functionality, maximizing operating efficiency, and upgrading hardware and software. Customer understands and acknowledges such modifications may require changes to Customer's internet access and telecommunications infrastructure to maintain Customer's desired level of performance. ImPACT Applications will provide industry standard web hosting and connectivity and use reasonable efforts to provide Customer 99.99% up time operation; provided, however, Customer acknowledges and agrees that downtime may occur for systems maintenance, including without limitation diagnostics, upgrades, and operations reconfiguration and that unscheduled downtime may occur as a result of forces beyond the immediate control of ImPACT Applications including, but not limited to, hardware failures, electrical outages, or failures or outages caused by Customer's network or internet service provider.

3.2 Obligations of Customer; Internet Access and Telecommunications Services. Except for the Product Infrastructure, which will be provided by ImPACT Applications, Customer shall be responsible for obtaining and maintaining all hardware, software, equipment, and other items required in connection with Customer's access to and use of the Product as contemplated hereunder, including, without limitation, all hardware, software, equipment, and other items required to develop and maintain the Customer Site functionality necessary to facilitate access to the Product. Customer at its expense shall be responsible for obtaining internet access and/or telecommunications services, or upgrading Customer's existing internet access or telecommunications services, to allow access to the Product by Customer and Test Takers. ImPACT Applications shall not be responsible for interruptions in Customer's use of the Product caused by such providers or interruptions in the service provided by such providers.

4. TEST ACCESSIBILITY; SERVICE; REPORTS; USER'S GUIDE; UPDATES

4.1 Test Accessibility; Service. A description of how to access the Products, ImPACT Applications technical support, and report generation is set forth on Schedule A.

4.2 Updates. ImPACT Applications shall provide all Updates to Customer as they are released generally by ImPACT Applications to all of its customers. Any and all Updates offered by ImPACT Applications to its customers during the Term shall be provided to Customer free of charge.

5. FEES AND PAYMENTS; TAXES; LATE PAYMENTS

5.1 Product Fees - License. In consideration of the license rights and services provided by ImPACT Applications hereunder, Customer will pay ImPACT Applications the applicable Product Fees within thirty (30) calendar days of receipt of an invoice. Current fees for the Products are set forth on Schedule A (the "***Product Fees***"). Customer shall be responsible for collecting Product Fees from any sublicensees and shall remit the same to ImPACT Applications according to the terms set forth in this Section 5. ImPACT Applications shall electronically invoice Customer for all Product Fees due hereunder, and it is Customer's sole responsibility to update ImPACT Applications regarding any changes in Customer's electronic contact information. All Product Fees due to ImPACT Applications shall be paid by Customer in full without right of set-off or deduction. In the event all amounts due to ImPACT Applications are not paid when due, ImPACT Applications shall have the right, in its sole and absolute discretion, to suspend Customer's access to the Product until payment is remitted, subject to ImPACT Applications' compliance with all applicable U.S. federal, state, and local rules, laws, and regulations regarding data protection, data retention, and data privacy of Customer Data, including but not limited to HIPAA. Failure to pay Product Fees as set forth above shall constitute a material breach of this Agreement and shall subject Customer to termination of this Agreement in accordance with Section 8.

5.2 Product Fees. The Product Fees shall apply only to Products and not to any other goods or services ImPACT Applications may offer, including without limitation, separate modules, professional services, or third-party products offered by ImPACT Applications from time to time, all of which ImPACT Applications may, in its sole discretion, separately offer and price. ImPACT Applications may offer special promotions or discounts on Products from time to time and as a result, may amend pricing of the promotional or discounted Products upon thirty (30) days prior written notice to Customer.

5.3 Taxes. To the extent applicable, Customer shall be responsible for paying all sales, use, value-added, and other similar taxes in connection with the Product and services provided hereunder, except for taxes assessed, levied, or imposed based upon ImPACT Applications' property or income. ImPACT Applications may elect to include said taxes, duties, and charges as separately itemized charges in its invoices to Customer hereunder.

5.4 Late Payments. If any amounts due to ImPACT Applications hereunder are not paid when due, ImPACT Applications shall have the right, in its sole and absolute discretion, to: (i) immediately suspend Customer's and any of its sublicensees' access to the Product, including the ability to access the Product to view and download previous test results; and (ii) charge Customer interest on such late payment, which shall accrue interest from the first day following the due date until paid in full at the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law.

6. WARRANTIES AND LIMITATIONS OF LIABILITY

6.1 Warranty. ImPACT Applications warrants that Product will operate in substantial conformance with the Documentation. Customer must notify ImPACT Applications in writing, within ten (10) days following the date on which Customer is first given access to the Product, of any failure of Product to operate in substantial conformance with the Documentation. Customer must also notify ImPACT Applications in writing, within ten (10) days following the date of performance of any services by ImPACT Applications hereunder, of any failure by ImPACT Applications to perform said services in a professional manner and in accordance with the terms and conditions of this Agreement. ImPACT Applications' sole obligation and Customer's sole remedy with respect to any failure of the Product to substantially conform to the specifications therefor, or of any failure of ImPACT Applications to perform services hereunder in a professional manner and in accordance with the terms and conditions of this Agreement, is for ImPACT Applications to use commercially reasonable efforts to remedy any such failure as soon as is reasonably practicable, and if such failure is not remedied in a reasonable time, for Customer to terminate this Agreement upon written notice to ImPACT Applications. ImPACT Applications represents and warrants that it is not a Sanctioned Person or Entity. For purposes of this Agreement, the term "**Sanctioned Person or Entity**" means a person or entity that has been excluded by the Office of the Inspector General of the Department of Health and Human Services from participation in Medicare, Medicaid, or any state health care program (defined at 42 CFR § 1001.2) pursuant to 42 CFR Part 1001. ImPACT Applications shall notify Customer within ten (10) days after it receives notice that it is a Sanctioned Person or Entity.

6.2 Warranty Disclaimer. EXCEPT AS SET FORTH IN SECTION 6.1, IMPACT APPLICATIONS DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE PRODUCT, THE PRODUCT INFRASTRUCTURE, OR ANY OTHER MATTER COVERED BY THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IMPACT APPLICATIONS DOES NOT WARRANT THAT THE PRODUCT OR THE PRODUCT INFRASTRUCTURE WILL OPERATE WITHOUT INTERRUPTION OR DELAY AND/OR BE ERROR FREE, OR THAT ALL FAILURES OF THE PRODUCT TO CONFORM TO THE DOCUMENTATION CAN OR WILL BE CORRECTED. THE PRODUCT AND THE PRODUCT INFRASTRUCTURE ARE WARRANTED ONLY TO CUSTOMER AND CUSTOMER'S AUTHORIZED SUBLICENSEES, AND CUSTOMER AND CUSTOMER'S AUTHORIZED SUBLICENSEES SHALL NOT EXTEND ANY WARRANTIES OR MAKE ANY REPRESENTATIONS FOR OR ON BEHALF OF IMPACT APPLICATIONS OR IMPACT APPLICATIONS' LICENSORS TO ANY OTHER PERSONS.

6.3 Limitations of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS OR BUSINESS, LOSS OF GOODWILL, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS RELATED TO DIAGNOSTIC ACCURACY AND/OR MEDICAL MALPRACTICE), REGARDLESS OF WHETHER SUCH DAMAGES ARISE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY IS ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. EXCEPTING INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND THE SPECIFIC OBLIGATIONS OF IMPACT APPLICATIONS UNDER SECTION 6.1, THE AGGREGATE LIABILITY OF IMPACT APPLICATIONS FOR ANY AND ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER SHALL NOT EXCEED THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH ANY SUCH CLAIM FIRST ARISES.

6.4 Consumer Protection Laws. THE PRODUCT IS A BUSINESS PRODUCT, THE APPLICATION OF WHICH IS COMMERCIAL, RATHER THAN CONSUMER-ORIENTED, IN NATURE, REGARDLESS OF THE NATURE OF ANY SUBLICENSES OR USE BY ANY PERSON OR ENTITY. IN EXECUTING THIS AGREEMENT, THE PARTIES RECOGNIZE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THAT CONSUMER PROTECTION LAWS IN ANY APPLICABLE TERRITORY SHALL NOT APPLY.

7. INFRINGEMENT INDEMNIFICATION

7.1 Indemnification by ImPACT Applications. ImPACT Applications hereby agrees to indemnify and hold harmless Customer from and against all damages, settlement amounts, costs, and expenses (including reasonable attorneys' fees) that Customer may be required to pay to third parties to the extent such damages, settlement amounts, costs, and expenses are attributable to claims that the Product infringes or misappropriates a U.S. patent, copyright, trademark, trade secret, or other intellectual property rights of a third party, except such claims due to: (i) a breach by Customer of any provision of this Agreement; (ii) any Customer Materials; or (iii) use of the Product in combination with any software, hardware, or other equipment not provided by ImPACT Applications where the infringement or misappropriation would not have occurred but for such combination. Notwithstanding anything stated herein to the contrary, in no event shall ImPACT Applications be required to indemnify Customer in an amount or amounts, in the aggregate, in excess of the fees and payments ImPACT Applications has received hereunder.

7.2 Additional Obligation of ImPACT Applications. In the event Customer is enjoined or otherwise prohibited, or in ImPACT Applications' opinion is reasonably likely to be enjoined or otherwise prohibited, from using the Product as a result of any claim for which ImPACT Applications is required to indemnify Customer under Section 7.1 above, ImPACT Applications, at its own expense and option, shall, in addition to fulfilling its obligations described in Section 7.1, promptly: (i) procure for Customer the right to continue using the Product; (ii) modify the Product so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Product with a product that is reasonably equivalent in capacity and performance but is non-infringing; or, if none of the foregoing remedies is available to ImPACT Applications on commercially reasonable terms; (iv) require Customer to cease using the Product and repay to Customer any prepaid fees and other amounts paid by Customer to ImPACT Applications hereunder.

7.3 Exclusive Remedy. Sections 7.1 and 7.2 state the entire obligation of ImPACT Applications and the exclusive remedy of Customer with respect to any actual or threatened claim that the Product, or use thereof by Customer or any Test Taker, infringes or misappropriates the patent, copyright, trademark, trade secret, or other intellectual property rights of any person.

8. TERM AND TERMINATION

8.1 Term. The initial term of this Agreement (the "***Initial Term***") shall be one year from the Effective Date. As of the Effective Date any and all prior agreements related to the licensing of the Products between Customer and ImPACT Applications shall be terminated.

8.2 Termination. Subject to Section 5 of this Agreement, either party shall have the right to immediately terminate this Agreement by delivering written notice thereof to the other party if the other party fails to perform or comply with any material term or condition of this Agreement and does not cure such failure within thirty (30) days following its receipt of written notice thereof from the other party. Additionally, Customer may terminate this Agreement at any time with or without cause upon providing ImPACT Applications at least ninety (90) days prior written notice pursuant to Section 9.10. If, as a result of a change in law or regulation or a judicial or administrative interpretation, the performance by either party hereto of any provision of this Agreement should jeopardize the licensure of Customer, its participation in Medicare, Medicaid, Blue Cross, or other reimbursement or payment programs, its exemption from taxation under Internal Revenue Code Section 501(c)(3) or its full accreditation by the Joint Commission, or if it should constitute a violation of any statute, regulation, or ordinance, Customer may request that this Agreement be renegotiated to eliminate the jeopardy and, if agreement is not then reached, terminate this Agreement.

8.3 Effect of Termination. Upon the earlier of the expiration or termination of this Agreement, or due to Customer's insolvency or bankruptcy: (i) all license rights of Customer under this Agreement shall automatically and immediately cease; (ii) Customer shall immediately cease all uses of the Product; (iii) Customer shall immediately delete all computer programs and files of ImPACT Applications from its computer systems and return to ImPACT Applications or destroy all Documentation, Training Materials, and/or Promotional Materials in its possession or control and shall certify in writing within ten (10) days from the date of such termination or expiration that such deletions, returns, or destructions have taken place; (iv) Customer shall immediately cease any and all use of the ImPACT Applications Marks and the Promotional Materials, including removing the ImPACT Applications Marks and the Promotional Materials from any website Customer operates; and (v) Customer shall return or destroy all Promotional Materials within thirty (30) days following termination or expiration, and shall certify having done so in writing. Customer shall no longer have any right or ability to market or license any of the Products, or to provide support related to the Products or offer training related to the Products. Customer agrees upon the effective date of such termination to pay all sums due to ImPACT Applications, return all proprietary information to ImPACT Applications, and provide ImPACT Applications with all outstanding reports, including lists of prospects, lists of sublicensees of Product, copies and/or originals of sublicensee acknowledgments, agreements and details of any agreements or arrangements under which support has been subscribed for by licensees of Product for a period beyond the effective date of termination, and agrees to assign such agreements or arrangements to ImPACT Applications or to a third-party company designated by ImPACT Applications. The following shall survive the expiration or sooner termination of this Agreement: the provisions of Sections 6 (Warranties and Limitations of Liability), 7 (Infringement Indemnification), 8 (Term and Termination), and 9 (General); any payment obligations of the parties hereunder accruing prior to the date of such expiration or termination; and any other provisions herein expressly surviving such expiration or termination or necessary to interpret the respective rights and obligations of the parties hereunder.

9. GENERAL

9.1 Independent Contractors. In making and performing this Agreement, the parties are acting and shall act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer, franchisee, or partner of the other party for any purpose.

9.2 Force Majeure. In the event either party is unable to perform its obligations under the terms of this Agreement (other than the obligation to pay amounts due and owing hereunder) because of acts of God, strikes, equipment, or transmission failure or other causes reasonably beyond its control, such party shall not be liable to the other party for any damages resulting from such failure to perform or otherwise from such causes.

9.3 Governing Law. This Agreement and its subject matter shall be governed in accordance with the laws of the State of Delaware without regard to the choice of law or conflict of laws principles contained therein. All controversies arising hereunder shall be brought in a court of competent subject matter jurisdiction located in the State of Delaware. The parties hereby consent to the exclusive jurisdiction of any court having competent subject matter jurisdiction located in the State of Delaware and hereby agree to waive any claim or defense of inconvenient forum or governmental immunity. The parties specifically exclude application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement. In any suit or proceeding between the parties relating to this Agreement, the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses

of attorneys and other professionals incurred in connection with the suit or proceeding, including costs, fees, and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.

9.4 Public Statements. Either party may disclose the existence of this Agreement, but shall not represent to any third party any positions, statements, intentions, terms of this Agreement, or other actions on behalf of the other. Neither party shall use the other party's name, trademarks, or service marks or issue any press release or similar public statement without the other party's prior written consent, which shall not be unreasonably withheld or delayed.

9.5 Confidentiality. The parties (each, a "***Recipient***") agree to use all information concerning the other party (each, a "***Discloser***") and the Discloser's respective subsidiaries and affiliates furnished by or on behalf of the Discloser hereunder (collectively, the "***Confidential Information***") solely for the purpose of the transactions contemplated hereby. The Confidential Information will be kept confidential by the Recipient and its agents unless such Confidential Information: (i) is required to be disclosed by law; (ii) is disclosed pursuant to the Discloser's prior written consent; or (iii) otherwise becomes non-confidential as described below. Upon termination of this Agreement, the Recipient will return all Confidential Information as may be requested by the Discloser. The term "Confidential Information" shall not be deemed to include information which: (i) is now, or hereafter becomes, through no act or failure to act on the part of the Recipient, generally known or available to the public; (ii) is known by the Recipient at the time of receiving such information as evidenced by its records created prior to the date of this Agreement and is not accompanied by a duty of confidentiality; (iii) is hereafter furnished to the Recipient by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the Recipient without any breach of this Agreement and without use of or reference to the Confidential Information; or (v) is the subject of a written permission to disclose provided by the Discloser.

9.6 Privacy Adherence. The parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the "***Privacy Standard***") promulgated in accordance with HIPAA. ImPACT Applications understands that Customer is a "covered entity" as defined by HIPAA. In the course of carrying out its obligations in accordance with this Agreement, ImPACT Applications will have access to individually identifiable health information of Customer patients, thereby creating a Business Associate relationship between Customer and ImPACT Applications. In compliance with HIPAA, Customer has requested ImPACT Applications, and ImPACT Applications has agreed, to abide by the terms and conditions of this Section 9.6 governing the use of Protected Health Information ("***PHI***"). Unless otherwise defined in this Section 9.6, capitalized terms shall have the meaning established by 45 CFR §§ 160.103 and 164.501. ImPACT Applications may use or disclose PHI in accordance with this Section 9.6, provided such use or disclosure by Customer would not violate the Privacy Standard. ImPACT Applications shall comply with the requirements of the Privacy Standard related to PHI. Specifically, ImPACT Applications shall:

i. Not use or further disclose PHI other than as permitted or required by this Section 9.6 or as required by law (as such term is defined by the Privacy Standard);

ii. Use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Section 9.6;

iii. Report to Customer any use or disclosure of the PHI not provided for by this Section 9.6 of which ImPACT Applications becomes aware;

iv. Mitigate, to the extent practicable, any harmful effect that is known to ImPACT Applications of a use or disclosure of PHI not permitted by this Section 9.6;

v. Make PHI available in accordance with 45 CFR § 164.524;

vi. Make available for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make ImPACT Applications' internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received on behalf of, Customer available to the United States Secretary of Health and Human Services for purposes of determining Customer's compliance with the Privacy Rule.

Upon expiration of this Agreement ImPACT Applications shall either return to Customer (at Customer's sole expense) or destroy all PHI received from, or created or received on behalf of Customer (including all copies thereof) in ImPACT Applications' possession or under ImPACT Applications' control, or if return or destruction is not feasible, ImPACT Applications expressly agrees to extend protections of this Section 9.6 to the PHI and limit further uses and disclosures to those purposes that make return or destruction infeasible.

9.7 Third Party Beneficiaries. Test Takers are not and will not be deemed to be third-party beneficiaries of this Agreement, or to have any contractual relationship with ImPACT Applications by reason of this Agreement. Customer hereby agrees to indemnify and hold harmless ImPACT Applications from any and all damages, costs, and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by ImPACT Applications or its affiliates in connection with any claims brought by Test Takers against ImPACT Applications or its affiliates that arise from or in connection with the Product or any other matter covered by this Agreement.

9.8 Insurance. ImPACT Applications shall maintain for the Term of this Agreement general liability insurance with a combined single limit of at least One Million Dollars (US$1,000,000.00) for any claim arising out of a single occurrence.

9.9 No Medical Advice. The Product and the results obtained from use of the Product do not constitute medical advice. Customer and all Test Takers should use the data received as a result of using the Product to consult with qualified medical personnel. The Product is only one component of a concussion management treatment protocol and must be used in combination with the advice of qualified medical personnel.

9.10 Miscellaneous. Customer may not assign any of its rights or privileges, or delegate any of its duties or obligations hereunder, in whole or in part, by operation of law or otherwise, to any third party without the prior written consent of ImPACT Applications. Customer's merger or consolidation with another entity or health care system shall not be considered an assignment requiring the prior written consent of ImPACT Applications, provided that the surviving entity assumes all of Customer's obligations hereunder without qualification or condition. This Agreement shall be freely assignable by ImPACT Applications upon thirty (30) days prior written notice to Customer. Any attempted assignment or delegation of this Agreement or any duties or obligations hereunder in violation of the foregoing limitations shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. All notices required to be in writing shall be delivered by hand, sent by recognized overnight courier (such as Federal Express or UPS), electronic mail, or mailed by certified or registered mail, return receipt requested, postage pre-paid, addressed to the parties set forth herein. This Agreement, including all schedules attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior understandings and agreements between the parties, whether written or oral, regarding the subject matter hereof. Except as expressly provided herein, this Agreement may not be amended, supplemented, or otherwise modified except by an instrument in writing signed by both parties. Any of the provisions of this Agreement which are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof or affecting the validity or unenforceability of any of the terms of this Agreement in any other jurisdiction. A waiver by either party of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of this Agreement. The headings contained in this Agreement are for convenience only and shall not affect meaning or interpretation of this Agreement. This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the original or facsimile signature of each of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon, but all of which together shall constitute but one in the same instrument.

* * *

IN WITNESS WHEREOF, the undersigned have duly executed this Services Agreement as of the date first set forth above.

IMPACT APPLICATIONS, INC.

Sign:_____
Signatory Name: Jim Gyurke
Signatory Title: Chief Executive Officer

CUSTOMER:_____

Sign: _____
Signatory Name: Dr. Jaron Fried
Signatory Title: Assistant Superintendent, Ed. Divsion
Email: melena_ma@auhsd.us
Address: 501 Crescent Way
Anaheim, CA 92803

SCHEDULE A

School District Pricing

ImPACT® and/or ImPACT Pediatric® Baseline Tests (minimum aggregate purchase of 300 with a minimum of either 50 ImPACT® or 50 ImPACT Pediatric® Baseline Tests):

300 – 4,999	$2.75 each
5,000 – 9,999	$2.25 each
10,000+	$1.75 each

Post Injury Tests (minimum aggregate purchase of 50 with a minimum of either 25 ImPACT® or 25 ImPACT Pediatric® Post Injury Tests):

50 – 499	$12.00 each
500+	$10.20 each

Additional Individual ImPACT® or ImPACT Pediatric® Tests

Baseline Tests:	$15.30 each (minimum purchase of 10)
Post Injury Tests:	$33.00 each (minimum purchase of 5)

ImPACT® QuickTest

QuickTest: An annual subscription for unlimited testing $149.00

Customer will have access to unlimited use of the QuickTest testing for the entirety of the one-year subscription period; provided, however, Customer understands and agrees: i) this is an introductory price offering; ii) pricing is not subject to the Renewal Term provisions in Section 8 of this Agreement; and iii) prices may increase without the need for a formalized amendment to this Schedule A of the Agreement following the completion of the Initial Term or any subsequent Renewal Term.

General Service Description

The test is reachable over the internet from any industry standard browser. ImPACT Pediatric and ImPACT Quick Test are available as part of the ImPACT Toolkit app available from the Apple App Store at http://appstore.com/impacttoolkit.

Customer Configuration and Installation

Please see https://www.impacttestonline.com/htmlcc/Files/sports/qrg_enus.pdf.

Availability and Maintenance

ImPACT Applications will use commercially reasonable efforts to make the Product available for Customer use with four (4) hours reserved for maintenance downtimes per week. These maintenance windows may require additional time. Customer designated system administrators are notified via email 24 hours in advance of any scheduled down time. Automated encrypted back-ups are performed on all Customer data.

Service Delivery

ImPACT Applications provides support on-line via e-mail only during Normal Business Hours, 7:00 a.m. CST to 7:00 p.m. CST, Monday through Friday, excluding legal holidays. ImPACT Applications provides technical support only to the Customer. It is Customer's sole responsibility to provide support to Test Takers.

Documentation

The computer requirements for ImPACT:

https://www.impacttestonline.com/htmlcc/Files/sports/qrg_enus.pdf

Device requirements for ImPACT Pediatric and ImPACT Quick Test:

ImPACT Pediatric and ImPACT Quick Test are currently available for use with an Apple® iPad tablet device that is running iOS Version 8 or higher. This test battery is not standardized for use with the Apple iPad mini due to screen size limitations.

Clinical Reports

Reports are available for Customer's authorized personnel to generate and use in managing the Customer's Test Takers. Additional support functions allow for follow up testing and individual results retrieval by Customer's authorized personnel.

SCHEDULE B

Trademark and Logo Usage Guidelines

Manual for print and web related materials.
Effective January 08, 2021

For more information on the application
of the ImPACT Applications brand, please contact the
ImPACT Applications marketing department at marketing@impacttest.com.

Trademark Usage Guidelines

These Trademark Usage Guidelines (the "Guidelines") set forth the rules for using or referring to the trademarks and service marks owned by ImPACT Applications, Inc. (“ImPACT Applications”) for any/all uses in all mediums. It is imperative that these specifications are followed wherever and whenever the organization and its partners utilize the ImPACT Applications name and identity.

For the purposes of these Guidelines, "ImPACT Applications Trademark(s)" shall include all registered or unregistered trademarks and service marks (such as words, names, symbols, devices, slogans, logos, or combination of these) owned by ImPACT Applications including, but not limited to, the trademarks and service marks listed on the ImPACT Applications Trademark List as set forth below.

ImPACT Applications considers its trademarks and service marks to be among its most valuable intellectual property assets. As such, ImPACT Applications intends to take all appropriate measures to preserve the strength of and retain its exclusive rights to use its marks. United States and international trademark and copyright laws protect many of these trademarks and service marks.

Trademark List:
ImPACT®
ImPACT Pediatric®
ImPACT® Quick Test
ImPACT Toolkit™
ImPACT Passport®
Cognitive Impairment Screener™

Usage Rules for Printed or Typed Materials

Proper Use of Trademark Symbol
The trademark symbol “™” or “®” should be used with the mark the first time that it appears in any copy.

Proper Capitalization of Letters
The form of the text should always appear as follows “ImPACT Applications” with the initial letter “I” capitalized, a lower case “m” and the letters “PACT” capitalized with no spaces in between.

Usage Rules for ImPACT Applications Logos

The Usage Guidelines for ImPACT Applications logos are located at https://impacttest.box.com/v/Customer-Usage-Style-Guide the content of which may be updated from time to time in ImPACT Applications’ sole and absolute discretion.

UNIVERSITY OF CALIFORNIA

SALES AND SERVICES AGREEMENT # UCI-2021BC-097

This Sales and Services Agreement (this "Agreement"), dated 6/9/2021 (the "Effective Date"), is by and between The Regents of the University of California ("University"), a California public corporation, on behalf of the University of California, Irvine, CENTER FOR EDUCATIONAL PARTNERSHIPS, and ANAHEIM UNION HIGH SCHOOL DISTRICT ("Client"), having a principal place of business at 501 N. CRESCENT WAY, ANAHEIM, CA 92801.

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

Section 1 – Term and Termination.

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

1.2. Termination for Convenience.
Either party may terminate this Agreement for any reason upon thirty (30) days' written notice. When this Agreement is terminated for convenience under this provision, Client shall pay University the pro rata fees for the Services through the date the notice of termination was effective, and all costs and any non-cancelable~~ obligations incurred by University up to and including the date of termination. University shall reimburse the Client pro rata fees for Services paid for, but not rendered by the University through the date the notice of termination was effective.

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

Section 2 – Statement of Work.

2.1. Services.
University shall perform the services set forth in Exhibit A (the "Services").

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

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

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

under this Agreement (collectively, "Client Materials") or University's use of Client Materials constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. University retains the right to participate in the defense against any such suit or action, and Client shall not settle any such suit or action without University's consent.

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

2.4. No Liability for Delay.
University offers priority to its faculty, researchers and students for the use of University facilities and services. Accordingly, University shall not be responsible for any delay caused by University faculty, researchers and students having priority in the use of University facilities and services, and Client's exclusive remedy for University's delay or failure to perform any of its obligations hereunder shall be limited to a refund of any unallocated/unexpended funds paid by Client to University under this Agreement.

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

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

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

Section 3 –Fees and Payment Schedule.

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

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

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

Section 4 – Insurance.

4.1 Client Insurance.
Client shall provide proof of insurance, endorsing The Regents of the University of California as additional insured, showing amounts of coverage set forth below. If the insurance is written on a claims-made form, it shall continue

for a period of three years following termination of this Agreement. Coverage required herein shall not in any way limit the liability of either party.

Commercial Form General Liability Insurance (contractual liability included):	
Each Occurrence:	$1,000,000
Products/Completed Operations Aggregate:	$2,000,000
Personal and Advertising Injury:	$1,000,000
General Aggregate:	$2,000,000
Workers Compensation as required by law.	

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

Commercial Form General Liability Insurance:	
Each Occurrence:	$1,000,000
Products/Completed Operations Aggregate:	$2,000,000
Personal and Advertising Injury:	$1,000,000
General Aggregate:	$2,000,000
Workers Compensation as required by law.	
Molestation and Sexual Abuse Insurance:	
Each occurrence:	$1,000,000
General Aggregate:	$2,000,000

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

Section 5 – Indemnification.

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

Section 6 –Disclaimer of Warranty and Limitation of Liability.

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

UNIVERSITY SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, WHETHER IN WARRANTY, TORT, CONTRACT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR LOSS OF GOOD WILL, WHETHER OR NOT UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. UNIVERSITY'S AGGREGATE LIABILITY SHALL NOT EXCEED THE PROCEEDS OF THE AVAILABLE INSURANCE

COVERAGE REQUIRED UNDER THIS AGREEMENT. CLIENT EXPRESSLY ACKNOWLEDGES THAT UNIVERSITY SHALL HAVE NO LIABILITY WITH RESPECT TO ANY LOSS OF PROPERTY, MATERIALS, DATA, OR INFORMATION THAT CLIENT PROVIDES TO UNIVERSITY UNDER THIS AGREEMENT.

Section 7 – University Name and Trademarks.

Client agrees that it will not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks (including, but not limited to, logo, seal, landmarks, acronyms, campus department names, and graphic images) of the University ("University Marks") in a commercial context, such as may appear on products, in media (including websites) and print advertisement, without the prior written consent of University's authorized representative. This provision is in compliance with California Education Code section 92000.

University Marks are and shall remain exclusively the property of University. Client shall, neither directly nor indirectly, obtain or attempt to obtain during the Term hereof or at any time thereafter, any right, title or interest in or to University Marks, and Client hereby expressly waives any right which it may have in University Marks. Client recognizes University's exclusive ownership of University Marks.

Section 8 – Export Control and Biohazardous Materials.

If any of the materials and/or information provided to University by Client ("Client Materials") are: export-controlled under the International Traffic in Arms Regulations (22 CFR 120-130), the United States Munitions List (22 CFR 121.1), or Export Administration Regulations (15 CFR 730-774) 500 or 600 series; controlled on a military strategic goods list; Select Agent(s) under 42 CFR Part 73, et seq.; or subject to regulations governing access to such Client Materials, Client shall provide the University Contact (listed on Exhibit A) with written notification that identifies such Client Materials, including their export classification.

Section 9 – Protected Health Information and Personally Identifiable Information.

Client represents that all materials provided to University in connection with this Agreement are de-identified in accordance with the Health Insurance Portability and Accountability Act (HIPAA). Client shall not exchange, reveal, or otherwise share protected health information or personally identifiable information with University.

Section 10 – Force Majeure.

Neither party shall be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather). With respect to any delays on the part of University, this Section shall apply in addition to the provision in Section 2.4.

Section 11 – Notices.

Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail addressed to the other party at the address set forth on Exhibit A.

Section 12 – Relationship of the Parties.

In the performance of this Agreement, the parties, and their officers, agents and employees, shall act as independent contractors. Nothing in this Agreement shall create, or be construed to be, a joint venture, association, partnership, franchise or other form of business relationship. At no time will the employees, agents or assigns of one party be considered the employees of the other party for any purpose, including but not limited to workers' compensation purposes.

Section 13 – Third Party Beneficiary.

There are no intended third-party beneficiaries to this Agreement.

Section 14 – Conflict of Interest.

Client affirms that, to the best of Client's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or Client. A University employee's "economic interest" means:

A. An investment worth $2,000 or more in Client or its affiliate;
B. A position as director, officer, partner, trustee, employee or manager of Client or its affiliate;
C. Receipt during the past 12 months of $500 in income or $440 in gifts from Client or its affiliate; or
D. A personal financial benefit from this Agreement in the amount of $250 or more.

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

Section 15 – Assignment.

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

Section 16 – Severability.

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

Section 17 – Non-Waiver.

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

Section 18 – Survival.

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

Section 19 – Amendments.

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

Section 20 – Governing Law and Venue.

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

Section 21 – Signatures and Counterparts.

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

Section 22 – Entire Agreement/Integration.

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

Section 23 - Authority of Parties/Signatories.

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

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ON BEHALF OF THE UNIVERSITY OF CALIFORNIA, IRVINE ("University")

(UC Irvine Department Approval) Date
Name: PATRICIA ANDERSON
Title: CFEP ASST. DIRECTOR

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

Client: ANAHEIM UNION HIGH SCHOOL DISTRICT

Signature Date
Name: DR. JARON FRIED
Title: ASST. SUPERINTENDENT, ED. SERVICES Tax ID #: 95-6000120

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

EXHIBIT A – STATEMENT OF WORK

I. PARTIES

CLIENT

Full Legal Name:	ANAHEIM UNION HIGH SCHOOL DISTRICT
Address (principal place of business):	501 N. CRESCENT WAY, ANAHEIM, CA 92801
Phone Number:	714-999-3576
Client Contact:	CARLOS J. HERNANDEZ,
Invoice Remittance Address/Instructions:	501 N. CRESCENT WAY, ANAHEIM, CA 92801
NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE):	SAME AS ABOVE

UNIVERSITY

Name (of Campus/Department):	CENTER FOR EDUCATIONAL PARTNERSHIPS
Address:	120 THEORY, STE 150, IRVINE, CA 92697-2505
Phone Number:	949-824-4811
University Contact:	PATRICIA ANDERSON
Additional Payee Information (if applicable):	N/A
NOTICES SHOULD BE SENT TO (IF DIFFERENT THAN ABOVE):	N/A

II. TERM OF AGREEMENT

This Agreement begins on July 1, 2021 and ends on 5/31/2022, unless terminated earlier by either of the parties pursuant to this Agreement (the "Term").

III. STATEMENT OF WORK

Services:	UCI Center for Educational Partnerships will generate a Purchase Order with Center for Racial Justice in Education to execute its year-long Racial Justice in Organizations (RJIO) program simultaneously at Katella High School and Cypress High School. UCI Center for Educational Partnerships will make direct payments totaling $80,000 ($40,000 for each school) to Center for Racial Justice in Education. See Appendix A
Deliverables:	N/A
Information/ Materials provided by Client:	N/A
Additional Client Responsibilities:	Anaheim Union High School District will allow Center for Racial Justice in Education to run its year-long course simultaneously at Katella High School and Cypress High School and will cooperate on all aspects described in the RJIO Scope of Work and Timeline Overview. Anaheim Union High School District will share all data collected and strategic plans crafted during the RJIO course with UCI Center for Educational Partnerships. See Appendix A

IV. FEES AND PAYMENT SCHEDULE

Fees (i.e., Rates/Cost):	$40,000
Payment Schedule:	$20,000 DUE AND PAYABLE UPON EXECUTION OF THIS AGREEMENT
Terms of Payment:	**THE BALANCE OF $20,000 WILL BE DUE AND PAYABLE WITHIN 30 DAYS AFTER THE COMPLETION OF THE SERVICES**
Limitations of Charges (if any):	N/A
Invoicing Address:	120 THEORY, SUITE 150, IRVINE, CA 92697-2505
Form of Payment:	CHECK PAYABLE TO UC REGENTS ***All payments must reference the agreement number #UCI-2021BC-097***

RJIO Scope of Work and Timeline Overview
Anaheim Unified High School District

During the course of the RJIO program, the following sequence will happen simultaneously at Cypress and Katella, with possible opportunities to engage across school communities.

July	Program launch: ● Welcome and program overview ● Scheduling and logistics for Racial Equity Audit ● Discuss who will compose the Racial Equity Leadership Council ● Determine which school leader will participate in Executive Coaching
August - September	● Begin Racial Equity Audit data collection with school community. ● Relationship and community building with RELC and leadership team. ● Executive coaching for selected school leader (typically principal or head of school) begins. The goal of coaching sessions overall is to support the development of an anti-racist leadership practice. Coaching up to two (2) hours each month. ● Key stakeholders attend flagship Talking About Race training.
September - October	RELC and leadership continue building community via RELC meetings and Executive Coaching sessions. RELC and leadership engage in "freedom dreaming" and determine core values for anti-racism at school.
October	Racial Equity Audit report is shared with leadership, RELC, and the school community. Based on audit findings, RELC begins to craft a Racial Equity Strategic plan. This process is variable based on the additional learnings and resources required to attend to the multiple findings in the racial equity audit. Examples of prior initiatives included in plans include: hiring and recruitment, mission and vision, and culturally relevant pedagogy.
November - May	In partnership with RJIO Team Lead, continue crafting Racial Equity Strategic plan and/or begin implementation on one or more initiatives in the Racial Equity Strategic plan. They also continue refining and revising the plan as needed. Additional trainings can be contracted for this time.
May	Exit surveys / interviews. Agree on and solidify next steps for the school.

Total Cost: $40,000* per school

**Please note that prices are subject to change beginning September 1, 2021.*

CENTER FOR RACIAL JUSTICE IN EDUCATION
DISMANTLING RACISM. TRANSFORMING COMMUNITIES.

Client Contact Hours

The aforementioned Scope of Work at each school will be managed by CRJE's assigned Team Lead. Team Leads are expected primarily to support the RELC and coordinate trainings. In addition, they will provide up to two (2) hours per month of project management support, directly with school-based leadership.

Racial Equity Audit

Through a community-driven and data-informed 'racial equity audit' process, CRJE will uncover the most pressing racial justice needs within the community. Organizations will gain a set of recommendations for building a stronger institutional foundation for racial equity work. The organization's leadership can then present the findings of this report to key stakeholders, with CRJE's support, for discussion and implementation.

The components of the Racial Equity Audit are:

- Organization-wide surveys for staff, students, and families
  - Beliefs about and experiences with anti-racism, organizational culture and climate
- Semi-structured interviews
  - Experiences of race and racism in the community, visions for change
- Multi-racial focus groups
  - Experiences of race and racism in the community, visions for change
- Document Analysis
  - Mission and values
  - Existing administrative data

Racial Equity Leadership Council (RELC)

The RELC structure is akin to a Professional Learning Community (PLC) with an explicit emphasis on racial justice and equity. It is a space where educators from different corners of the organization come together to vision, plan, reflect, and take action towards promoting anti-racism in the larger school / organizational community.

Membership: We recommend the RELC be composed of a cross-section of stakeholders vertically and horizontally across the organization. Groups of 12 -15 tend to function well, but this number varies depending on the size of the organization. Recommendations for membership composition:

- At least one administrator
- Several teachers across grade bands
- At least one paraprofessional or student support person, if applicable
- At least one parent / family representative (i.e., family coordinator)
- Student representation is encouraged, as appropriate

Logistics: We recommend that the RELC meets at least 2x per month, 60-90 minutes each.

CENTER FOR RACIAL JUSTICE IN EDUCATION
DISMANTLING RACISM. TRANSFORMING COMMUNITIES.

CRJE will:

- Provide one (1) Team Lead who will consult with the RELC for up to six (6) hours each month, supporting the development of racial analysis, strategic planning, and/or implementation of racial equity initiatives
- Support the RELC in developing their purpose and position within the infrastructure of the school community
- Support the RELC in interpreting the data from the Racial Equity Audit, as well as identifying additional sources of data to examine (i.e., hiring practices, pedagogy, etc.)
- Provide curated resources to support the reflections and initiatives taken on by the RELC members

Previous RELC initiatives and outcomes:

- Revising vision and mission statements of the school
- Extensive curriculum audit
- Crafting and leading staff PD sessions
- Storytelling of neighborhood history
- Critical examination of discipline policies
- Hiring and retention of staff
- Racial affinity groups
- Surfacing and addressing issues in staff culture

Talking About Race Training

In this flagship 6-hour training, participants will strengthen their analysis of how racism manifests in their organization, enhance their understanding of how racism affects children, practice utilizing tools to address race and racism with students, and gain strategies to support an organizational-wide culture of respect, equity, and inclusivity. By the end of the training, participants will: deepen their knowledge of the history and definition of race and racism, enhance their understanding of the how race and racism manifests in institutions and the lived experiences of youth, practice applying a racial equity lens to scenarios related to race and racism in the organizations, and gain strategies for creating racial equity in institutions.

Participants: This training can accommodate up to 2 separate groups with up to 35 participants in each group. Participants will be selected and coordinated based on the school's and CRJE Team Lead's recommendations.

NB: Additional training sessions can be contracted for additional fees separate from this agreement. Trainings beyond the scope of "Talking About Race" can be contracted for additional fees separate from this agreement.

CENTER FOR RACIAL JUSTICE IN EDUCATION
DISMANTLING RACISM. TRANSFORMING COMMUNITIES.

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way – P.O. Box 3520
Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT AMENDMENT

THIS AGREEMENT AMENDMENT is made and entered into this (Board Approval Date):

15th	day of	July	2021

in reference to the Consulting Agreement by and between

CharacterStrong

Independent Contractor, hereinafter referred to as "Consultant" and the Anaheim Union High School District, hereinafter referred to as "District" dated and Board approved:

May 6, 2021

and amends said Consulting Agreement as follows:

The Board of Trustees is requested to amend the consulting agreement with CharacterStrong. The original agreement was at a cost not to exceed $70,000 to be charged to general funds. The funding source has changed and an amendment is necessary to change the funding source to Expanded Learning Opportunity Grant Funds.

Services will be provided from May 7, 2021, through May 30, 2021, at a total cost not to exceed $70,000. (Expanded Learning Opportunity Grant Funds)

All other terms and conditions of the original agreement will remain in force.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed:

CONSULTANT:	**DISTRICT:**
Typed Name of consultant **(same as page 1)**:	
CharacterStrong	**Anaheim Union High School District**
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
John Norlin/Co Founder	Dr. Jaron Fried
Authorized Signature:	Signature of Assistant Superintendent:
Jm Norl.	
Street Address:	Street Address:
4227 S. Meridian Ste. C #694	**501 Crescent Way, P.O. Box 3520**
City, State, Zip Code	City, State, Zip Code
Puyallup, WA 98373	**Anaheim, CA 92803-3520**
Date:	Date:
June 23, 2021	7/16/21

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	
Partnership:	X
Other/Specify:	

Social Security Number*	or	Federal Identification Number*
		81-4174372

*Or, initial here:

	I have completed a new IRS Form **W-9** that will be submitted directly to AUHSD Accounting.

Telephone Number:	E-mail Address:
253-736-4242	john@characterstrong.com

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:	6/23/21

Addendum to the Memorandum of Understanding between Anaheim Union High School District and the Orange County Asian and Pacific Islander Community Alliance

Community Farm

This is to serve as an addendum to the existing 2016 Memorandum of Understanding by and between Anaheim Union High School District (AUHSD) and the Orange County Asian and Pacific Islander Community Alliance, Inc. (OCAPICA). The purpose of this addendum is to add to our 2016 MOU as partners to implement the program services and overall management of the Community Farm.

AUHSD and OCAPICA have had a long history of working in partnership since 1997. It is agreed upon in this addendum that the following will occur:

- AUHSD and OCAPICA will work collaboratively to develop and implement farming and nutrition programming for students and their families.
- OCAPICA will manage the scheduling of planting and harvest activities, as well as conducting outreach to AUHSD schools and the local community to encourage participation.
- OCAPICA will implement social enterprise programming, to provide students with entrepreneurship and financial literacy skills and to provide wider access to health foods to the surrounding community.
- OCAPICA will provide a Program Manager and Program Coordinator to lead and coordinate programming.
- OCAPICA will work with community partners to provide students and their families access to community kitchens and ethnic cooking classes, to encourage healthier eating habits using culturally traditional foods.
- OCAPICA will provide staffing to provide additional resources/services onsite as needed, to be available to AUHSD students and families
- OCAPICA and AUHSD will continue to identify additional partners and work on ensuring community, student, and parent engagement throughout the process.
- AUHSD will provide OCAPICA with $55,000 in funding for planning and services for the time frame of July 1, 2021 – June 30th, 2022.
- Other Community Farm activities as identified and agreed upon.

As agreed upon between Anaheim Union High School District and the Orange County Asian and Pacific Islander Community Alliance on July 17, 2021.

_____ _____

Dr. Jaron Fried
Assistant Superintendent,
Education Division

Mary Anne Foo
OCAPICA Executive Director

Memorandum of Understanding
Between Anaheim Family YMCA and the

Anaheim Union High School District

Based on the growing need of the community, the Anaheim Family YMCA (the Y) agrees to provide an After School Program for the students at Walker Junior High School and Lexington Junior High School in the Anaheim Union High School District (AUHSD). We know that this collaboration addresses important needs for Anaheim youth.

In order to maintain the integrity of the After School Program and the partnership:

The Anaheim Family YMCA agrees to:

1. Provide staff to facilitate a structured program after school during the following days and times at Walker JHS and Lexington JHS:
    - July 16, 2021-May 26, 2022
    - Monday-Friday after school until 6:00 p.m. during the day's school is in session.
        - During minimum days times may be adjusted
2. Provide structured curriculum based on needs of the students and aligns with the District standards such as but not limited to workforce development (Avanza), leadership development, financial literacy and mindfulness. As well as programming that, promote the 5Cs: Character & Compassion, Collaboration, Communication, Creativity, and Critical Thinking.
3. The Anaheim Family YMCA agrees to provide the required administration, staff and materials to operate the After School Program and to abide by all mandated California Department of Education requirements and AUHSD and Anaheim Family YMCA Board policies, including but not limited to, fingerprinting and background checks of all program staff and the recording of all student attendance.
4. Recruit program participants during a three-day student Jump Start Program. The Y will request approval for all marketing materials for program.

The AUHSD agrees to:

1. Provide access and space (classrooms, technology resources, library access, utilities, janitorial and maintenance services, outside equipment) to support program activities.
2. Collaborate with the Anaheim Achieves staff with ongoing input into program design, strategies, and implementation activities that are aligned to AUHSD polices, student outcomes, and community needs.
3. Provide (the Y) program evaluator with relevant and necessary student, parent, and teacher data as required to meet the evaluation reporting needs of the funding agency, as well as those of the Continuous Improvement Management design to be used for the local evaluation.
4. Upon receipt of an invoice from the YMCA, the Anaheim Union High School District will forward to the Anaheim Family YMCA the amount received. Upon receipt of invoices, AUHSD will reimburse the Anaheim Family YMCA for approved expenditures, $106 per child/month participating, identified in the program proposal.

    The anticipated payment schedule is as follows:

    Invoice 1: Due by October 15, 2021 Invoice 3: Due by March 30, 2022
    Invoice 2: Due by December 31, 2021 Invoice 4: Due by May 30, 2022

The Anaheim Family YMCA will assume responsibility for the oversight and day-to-day operations of the After School Program and will implement the policies and regulations of the Anaheim Union High School District, and other respective entities.

_____		_____	
Mike Matsuda	Date	Dr. Rick Martens Ed.D.	Date
Superintendent		President & CEO	
Anaheim Union High School District		Anaheim Family YMCA	

Anaheim Family YMCA
Anaheim Achieves After School Program Proposal

Program Description:

This program is designed to serve 7th and 8th grade students in a safe and positive after school learning environment. The program is designed to accommodate up to 100 students enrolled in the regular day program. The program is designed to include academic, life skills enrichment, physical education, social emotional learning, STEM, visual arts, and Esports. Students will receive homework assistance daily and have a wide variety of activities to choose from each day. This will also include a three-day student Jump Start Program.

Host School Site: Walker Jr. High and Lexington Jr. High

Maximum number of students: 100 (each school)

Program Hours: After school until 6:00 p.m. (open early on minimum days)

Start Date: July 16, 2021 **End Date:** May 26, 2022

Program Days: Monday-Friday (closed on non-school days)

Ratio: 1 group leader to 20 students

Monthly Fee: $106

***District will cover program cost

YMCA Director: Donna Frey, dfrey@anaheimymca.org, (714) 635-9622 ext. 1617

Program Registration: Families sign up online at anaheimymca.org or call for assistance (714) 635-9622

Anaheim Achieves Sample Daily Schedule

The Anaheim Achieves program will be aligned to the approved program curriculum. We will support the same *Subjects and Program/activities* offered during the regular day program.

Sample Times	Monday	Tuesday	Wednesday	Thursday	Friday
2:20 pm	Student arrival Check-in Snack Restroom break	Student arrival Check-in Snack Restroom break	Student arrival Check-in Snack Restroom break	Student arrival Check-in Snack Restroom break	Student arrival Check-in Snack Restroom break
2:45 pm	Academic Hour Homework Assistance	Academic Hour Homework Assistance	Academic Hour Homework Assistance	Academic Hour Homework Assistance	Academic Hour Homework Assistance
3:45 pm	Physical Activity • Sports • Dance • Yoga • Student choice	Physical Activity • Sports • Dance • Yoga • Student choice	Physical Activity • Sports • Dance • Yoga • Student choice	Physical Activity • Sports • Dance • Yoga • Student choice	Physical Activity • Sports • Dance • Yoga • Student choice

Sample Times	Monday	Tuesday	Wednesday	Thursday	Friday
4:15 pm	Student Interest Clubs may include: -Cooking -Crafts -Art -Team Building -Homework Help -And more	STEM Esports	Student Interest Clubs may include: -Cooking -Crafts -Art -Team Building -Homework Help -And more	STEM Esports	Student Interest Clubs may include: -Cooking -Crafts -Art -Team Building -And more
5:00 pm	Supper	Supper	Supper	Supper	Supper
5:30 pm	SEL Activities	SEL Activities	SEL Activities	SEL Activities	SEL Activities
6:00 pm	Program Closed	Program Closed	Program Closed	Program Closed	Program Closed
	Program Notes: • Parents will be required to register students online. • Students will need to be signed out by a parent or walk home with a signed waver from parent. • Student voice is very important to us. Activities are based on student interest and suggestions. • School will provide a teacher liaison who will assist in room assignments, training, and serve as liaison between the program and teachers. • Program supervisor will meet with principal and liaison regularly to discuss program progress, enrolment, curriculum, concerns, and discipline issues.				

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:

15th	day of	July	2021

by and between

Water Safety Guy

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:

Water Safety Guy will provide a comprehensive overview of water safety for leaders who supervise groups or teams in and around the water. It is equivalent to the American Red Cross Water Safety Today course. District physical education teachers at the high schools will participate in this training.

Site/School:	All high school sites	Funds (Cost Center):	Title IV

2. List of Other Supportive Staff or Consultants:

No other supportive staff is required.

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	July 16, 2021

and shall diligently perform as specified and complete performance by:

Date:	October 31, 2021

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

Up to $3,000

for services rendered

to # of people:	60	# hours per day:	3.5 hours	# of days:	1x/week

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:

The consultant will provide training for physical education teachers to ensure they are prepared to teach aquatics units.

12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Water Safety Guy will provide specialized instruction designed for this unique training purpose. This training will be offered at two different time periods to allow all identified teachers to attend.

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)**:	
Water Safety Guy	**Anaheim Union High School District**
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Ron Arendas, Founder/CEO	**Dr. Jaron Fried**
Authorized Signature:	Signature of Assistant Superintendent:
Street Address:	Street Address:
6245 Longmeadow Street	**501 N. Crescent Way, P.O. Box 3520**
City, State, Zip Code	City, State, Zip Code
Riverside, CA 92505	**Anaheim, CA 92803-3520**
Date:	Date:
6/22/2021	7/16/21

Mark Appropriately:

Independent/Sole Proprietor:	XXX
Corporation:	
Partnership:	
Other/Specify:	

Social Security Number* or Federal Identification Number*

[redacted]	

*Or, initial below:

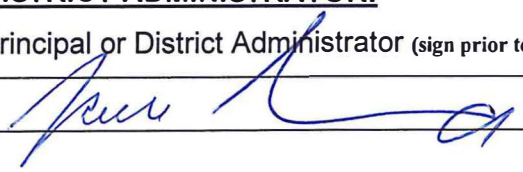
	I have completed a new IRS Form **W-9** that will be submitted directly to AUHSD Accounting.

Telephone Number:	E-mail Address:
562-810-1787	ronarendas@gmail.com

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:	6/22/21

Anaheim Union High School District

THIS AGREEMENT, dated the 1st day of September, 2021 in the County of Orange, State of California, is by and between the "District", and PLATFORM ATHLETICS, LLC (dba, PLT4M) (hereinafter referred to as the "Contractor").

Whereas, this document, EXHIBIT A, is considered a part of the Contractor's "PLT4M Partnership Agreement" (hereinafter referred to as Agreement) and the terms of this EXHIBIT A shall control over any conflicting terms in the referenced Agreement:

The District and the Contractor, for the consideration stated herein, agree as follows:

1. Contractor shall timely perform within the time required by the District everything required to be performed, and shall provide, furnish and pay for all the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services required pursuant to this Agreement. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of the Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances, and other legal requirements. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

2. Term of Agreement is September 1, 2021 through August 31, 2022

3. The District shall have discretion to terminate this Agreement at any time and require Contractor to cease all work under this Agreement by providing Contractor thirty (30) days prior written notice of termination specifying the desired date of termination. Upon receipt of written notice of such termination, Contractor shall:

   (i) Cease operations as directed by District in the notice; (ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and (iii) Not terminate any insurance provisions as required herein.

   In case of such termination for the District's convenience, Contractor shall be entitled to receive payment from the District for products satisfactorily received and accepted prior to the effective date of the termination. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

4. Hold Harmless and Indemnification. To the fullest extent permitted by law, the Contractor, at the Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the District, including by not limited to any of its Governing Board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgements, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of it, in connection with resulting from or related to, or

claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Contractor or any of its officers, agents, employees, any person performing any of the services pursuant to a direct or indirect contract with the contractor or individual entities comprising the Contractor, in connection with or relating to, or claimed to be in connection with or relating to this Agreement, including but not limited to, any costs of liabilities arising out of or in connection with:

(a) Failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
(b) Any misrepresentation, misstatement or omission with respect to any statement made in the bid documents or any document furnished by the Contractor in connection therewith;
(c) Any breach of duty, obligation or requirement under the bid documents;
(d) Any failure to provide notice to any party as required under the bid documents; or
(e) Any failure to act in such a manner as to protect the District from loss, cost, expense or liability.

This indemnity shall survive termination of the Agreement or final payment thereunder. This indemnity is an addition to any other rights or remedies, which the District may have under the law or under the bid documents. In the event of any claim or demand made against the District which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Contractor under the bid documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Contractor provides the District with reasonable assurance of protection of the District's interests. The District shall in its sole discretion determine whether such assurances are reasonable.

5. All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Agreement. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that, such defective items have been previously overlooked by the District and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District. All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District and shall be replaced by items satisfactory to the District.

6. While engaged in carrying out and complying with the terms and conditions of this Contract the Contractor is an independent Contractor, and is not an officer, employee, or agent of the District.

7. Contractor shall, at Contractor's sole cost and expense, provide for and maintain in full force and effect, from the commencement of services until the expiration of this Agreement, a policy or policies of insurance, in connection with the furnishing of materials, articles, or services covered under this Agreement. Contractor agrees to provide an endorsement to this policy(s) stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by The District shall be excess and noncontributory." In addition, Contractor agrees to name the District, its Governing Board, officers, agents and employees as additional insured under said policy. No later than five (5) calendar days after the execution of this Agreement, Contractor shall provide The District with copies of the policy or policies of insurance evidencing all coverages and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage.

Commercial General Liability Insurance for injuries including accidental death, to any one person in an amount not less than and	1,000,000 Per Occurrence 2,000,000 Per Occurrence
Subject to the same limit for each person on account of one accident, in an amount not less than	1,000,000 Per Occurrence 2,000,000 Per Occurrence

8. The failure of the 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 any such terms or option in the future.

9. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the Contractor shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the District, be terminated, revoked and annulled, and the District shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee.

10. The Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. The Contractor shall preserve and make available its records to the District and/or other representative agencies having a pecuniary or other bona fide interest in this Agreement including designees of the interested parties for a period of five (5) years from the date of expiration of this Agreement or until released in writing from this obligation by the District. The Contractor is responsible for any audit

discrepancies involving any deviation from the terms of this Agreement, and for any commitments or expenditures in excess of amounts allotted by the District.

11. Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

    (1) If notice is given to the District, by personal delivery thereof to the District, or by depositing the same in United States mail, enclosed in a sealed envelope addressed to the District, and sent by registered or certified mail with postage prepaid; (2) If notice is given to Contractor, by personal delivery thereof to said Contractor, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid.

12. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction. The Agreement and bid documents are complementary. Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, laws, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, and applicable pricing ceilings if any. The Contractor shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the failure to comply strictly with the IRCA. Failure of the District to insist on the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or relinquishment of the District rights thereafter to enforce strict compliance with any such terms and conditions but the same shall continue in full force and effect.

13. The parties to the Agreement shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, or commandeering of materials, products, plants or facilities by the government when satisfactory evidence thereof is presented, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

15. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in the County of Orange.

16. Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

17. The Contractor hereby certifies, under penalty of perjury, under the laws of the State of California that under the Agreement the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Anaheim Union High School Board of Trustee's Policy (BP 6317.20). Therefore, the work site shall be kept drug and alcohol free at all times.

18. The Contractor hereby agrees, under the Agreement, he will comply with the Anaheim Union High School Board of Trustee's Policy (BP 6317.15) 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 healthy environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

19. The District may, by written notice of default to the Contractor, terminate the contract in whole or in part if:

    A. The Contractor fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the item(s) provided fail to perform satisfactorily;

    OR

    B. The Contractor fails to perform any of the other provisions of the RFP or purchase order and does not cure such failure within a period of two (2) days (or such longer period as the District may authorize in writing) after receipt of notice from the Anaheim Union High School District specifying such failure.

20. As we enter into a contract for digital resources, that Contractor must sign the California Student Data Privacy Agreement or CSDPA (attached). California has passed student data privacy laws, Ed Code 49073.1 (incorporating AB 1584) and California Business & Professions Code 22584 (incorporating SOPIPA), that require schools to only enter into contracts for digital resources that meet the stated data privacy thresholds; therefore, we need to have a signed data privacy agreement. If Contractor has a CSDPA V2 contract with an Exhibit E with another District, the District may elect to execute its own Exhibit E.

21. At the time of contract award and during the entire term of the Agreement, the Contractor, including all subcontractors, if any, shall fully comply with the provisions of Education Code Section 45125.1 and 45125.2 when District determines that the Contractor's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the Contractor. Attached is the District's standard Fingerprint Certification form that must be completed prior to commencement of any work.

    If the Contractor refuses or fails to comply with this section, such refusal or failure shall be considered sufficient cause for termination of the Agreement, in whole or in part, under Item 13., the default provision clause of the Agreement.

    The parties have caused this AGREEMENT to be executed by duly authorized representatives as indicated below.

CONTRACTOR: PlatformAthletics, LLC

(Signature, Authorized Representative)

7/6/21

(Date)

45-5637977

(EIN)

(855) 862-5502

(Telephone)

sam.breslin@plt4m.com

(Email Address)

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

(Signature, Authorized Representative) Dr. Jaron Fried

7/16/21

(Date)

CERTIFICATION CRIMINAL RECORDS CHECK AB 1610, 1612 AND 2102 RFP 2010-02

To the Governing Board of Anaheim Union High School DISTRICT:

I, Sam Breslin, certify that:

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.

2. Due to the nature of the work I will be performing for the DISTRICT, my employees may have contact with students of the DISTRICT.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Framingham (City), MA (State) on 5/6/21 (Date)

Signature

Sam Breslin

Typed or Printed Name

Co-Founder

Title

39 John H Finley III Way, Framingham, MA 01701

Address

(855) 862-5502

Telephone

1. PLT4M agrees to provide Rostering and Single-Sign-On capabilities through AUHSD's eKadence platform.

2. This integration will be provided at no additional cost to AUHSD.

3. This integration will be executed before the first day of the 2021-2022 School Year.

EXHIBIT KK

Platform Athletics, LLC (DBA: PLT4M)
39 John H Finley III Way
Framingham, MA 01701
+1 8558625502
billing@plt4m.com

Quote

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

QUOTE # 1504
DATE 04/16/2021

ACTIVITY	QTY	RATE	AMOUNT
District Subscription Effective 9/1/2021-8/31/2022	1	0.00	0.00
Up to 500 Student Licenses	500	3.00	1,500.00
Additional 9,500 Student Licenses	9,500	2.00	19,000.00
Unlimited Staff Access	1	0.00	0.00

District Discount Approved by I. Bonner

SUBTOTAL	20,500.00
DISCOUNT	-10,500.00
TOTAL	**$10,000.00**

Accepted By

Accepted Date

AGREEMENT NUMBER: 51703

ANAHEIM UNION HIGH SCHOOL DISTRICT
STRONG WORKFORCE PROGRAM (SWP) K12 PATHWAY IMPROVEMENT GRANT (ROUND 3)
SERVICE AGREEMENT

This AGREEMENT is hereby entered into this 1st day of January, 2021, which date is enumerated for purposes of reference only, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, California 92628-9050, hereinafter referred to as "SUPERINTENDENT", and Anaheim Union High School District, 501 North Crescent Way, Anaheim, California 92801, hereinafter referred to as "DISTRICT". SUPERINTENDENT and DISTRICT shall be individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, the Rancho Santiago Community College District (RSCCD) was selected as the Fiscal Agent for the Strong Workforce Program (SWP) K12 Pathway Improvement grant (Round 3) by the California Community Colleges Chancellor's Office, Division of Workforce and Economic Development to subcontract with Local Educational Agencies to implement career education, K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region; and

WHEREAS, RSCCD has selected SUPERINTENDENT to serve as a subcontractor for the Strong Workforce Program (SWP) K12 Pathway Improvement grant; and

WHEREAS, SUPERINTENDENT is specially trained, experienced and competent to perform the services required by RSCCD and is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

WHEREAS, the Strong Workforce Program (SWP) K12 Pathway Improvement grant requires SUPERINTENDENT to allocate a portion of the grant funds to LEA's throughout Los Angeles and Orange Counties; and

WHEREAS, DISTRICT is specially trained, experienced and competent to perform the services

required by SUPERINTENDENT and RSCCD and is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties agree as follows:

1.0 TERM. The term of this AGREEMENT shall commence on January 1, 2021 and terminate on June 30, 2023, subject to earlier termination as set forth in this AGREEMENT, provided, however, DISTRICT shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting.

2.0 SCOPE OF WORK.

A. SUPERINTENDENT hereby engages DISTRICT as an independent contractor to perform the following described work and DISTRICT hereby agrees to perform said work upon the terms and conditions hereinafter set forth. DISTRICT shall meet all of the contractual requirement listed herein and shall provide all labor, materials, supplies, and equipment necessary to fully perform all responsibilities required by this AGREEMENT and specifically described in Exhibit "A", Scope of Work, which is attached hereto and incorporated herein by this reference to this AGREEMENT.

3.0 TOTAL COMPENSATION.

A. The Maximum Payment Obligation of SUPERINTENDENT to DISTRICT under this AGREEMENT for the period of January 1, 2021 through June 30, 2023 is Two hundred seventy-nine thousand three hundred ninety-five dollars ($279,395.00). Payment shall be based on seventy percent (70%) in advance and a progress payment of thirty percent (30%). Payment shall not exceed the amount listed above.

B. DISTRICT agrees to comply with all Strong Workforce Program (SWP) K12 Pathway Improvement grant requirements and is solely responsible for the appropriate expenditure of all Strong Workforce Program (SWP) K12 Pathway Improvement grant funds received and for any

misappropriation or dis-allowment of grant funds. DISTRICT shall establish and maintain fiscal control and accounting procedures as may be necessary to assure proper accounting for all funds under this AGREEMENT. Any work performed prior to approval of the SUPERINTENDENT will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized. Any work performed prior to approval of the State of California will be rendered on a voluntary basis and shall not be compensated unless and until funding is authorized.

4.0 BUDGET ALLOCATION.

A. The K12 Strong Workforce (SWP) Program K12 Pathway Improvement grant funds shall be expended only for those purposes expressed in the Scope of Work, Exhibit A submitted by DISTRICT under Section 2.0 of this AGREEMENT. No monies from the Strong Workforce Program (SWP) K12 Pathway Improvement grant shall be used to supplant state or local general fund money of any purpose. Strong Workforce Program (SWP) K12 Pathway Improvement grant funds shall be allocated for the term of the AGREEMENT pursuant to Exhibit "B", "Budget Form", which is attached hereto and incorporated herein by this reference to this AGREEMENT. DISTRICT shall return the completed Budget Form and invoice along with the signed AGREEMENT. As part of the budgeting process, DISTRICT agrees that a minimum of ten percent (10%) of funds will be reserved for appropriate expenditure of consortium activities. Once SUPERINTENDENT has approved DISTRICT's budget, DISTRICT must obtain prior written approval from SUPERINTENDENT for any budget revisions, where an adjustment of funds in a line item are different from the originally approved budget by more than ten percent (10%) and as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

B. If the DISTRICT wishes to make substantial changes to the Scope of Work, then a revised Scope of Work that describes the requested changes and their impact to the budget and outcomes must be submitted and approved by the SUPERINTENDENT in writing. Substantial changes are those

that would represent a significant deviation from the approved scope of work and would lead to different outcomes or fall outside of the generally understood purpose of the use of the funds. Changes in methods of implementation (i.e., the means by which the approved scope of work is implemented) or movement between budget line items would not be considered substantial changes, and would not require prior approval.

5.0 PAYMENT AND INVOICING.

A. SUPERINTENDENT, under the terms of this AGREEMENT, shall pay DISTRICT an advance payment of seventy (70%) and a progress payment of thirty percent (30%), based on the maximum payment obligation identified in Paragraph 3.0 Total Compensation of this AGREEMENT for providing the services and activities hereunder identified in Exhibit A; provided, however, the total of such payments does not exceed DISTRICT's maximum obligation; and provided further, DISTRICT's costs shall be reimbursable pursuant to State and Federal Regulations. DISTRICT shall be responsible for all other expenses incurred in connection with the performance of this AGREEMENT. Payment to DISTRICT should be released by SUPERINTENDENT no later than thirty (30) calendar days after receipt of signed AGREEMENT, completed and approved Strong Workforce Program (SWP) K12 Pathway Improvement grant Budget Form and DISTRICT's invoice.

DISTRICT shall submit invoices for payment to:

Diane Campbell
Email: dianecampbell@ocde.us
Telephone: (714) 966-3532

B. For travel necessary to the performance of this AGREEMENT, DISTRICT's travel and other travel related expense reimbursement claims shall not exceed the travel policy and procedures of the State of California. Travel and other related travel expenses shall be limited to those necessary for the performance of this AGREEMENT. Travel outside of the State of California must be authorized in 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

submit SUPERINTENDENT'S Expenditure Report Form - Strong Workforce Program (SWP) K12 Pathway Improvement grant, which is attached hereto as Exhibit "C" and incorporated herein by reference to this AGREEMENT. Timelines for the submittal of the Expenditure Report Form will be based on requirements set forth by RSCCD to SUPERINTENDENT.

D. All DISTRICT's Expenditure Report Forms submitted to SUPERINTENDENT shall be supported by source documentation including, but not limited to, ledgers, invoices, receipts, receiving records, and records of services provided.

E. Any payment made by SUPERINTENDENT to DISTRICT in excess of that of which DISTRICT is entitled under this AGREEMENT shall be immediately due to SUPERINTENDENT and repaid by DISTRICT. In this regard, DISTRICT shall make repayment on any overpayment within thirty (30) days after the date SUPERINTENDENT requests the repayment in writing. Nothing in this AGREEMENT shall be construed as limiting the remedies of SUPERINTENDENT in the event that an overpayment has been made.

F. SUPERINTENDENT may withhold or delay any payment if DISTRICT fails to comply with any provision set forth in this AGREEMENT.

G. DISTRICT shall not claim reimbursement for services provided beyond the expiration and/or termination of this AGREEMENT, except as may otherwise be provided under this AGREEMENT.

H. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the availability of funds furnished by RSCCSD. It is mutually agreed that if the current fiscal year covered under this AGREEMENT does not appropriate sufficient funds for this program, this AGREEMENT shall be of no further force and effect and shall be terminated. In this event, SUPERINTENDENT shall have no liability to pay any funds whatsoever to DISTRICT or to furnish any other considerations under this AGREEMENT and DISTRICT shall not be obligated to perform any provisions of this AGREEMENT. If funding for any fiscal year is reduced, or deleted for purposes of this program, the SUPERINTENDENT

shall have the option to either terminate this AGREEMENT with no liability occurring to the SUPERINTENDENT or offer an amendment to DISTRICT to reflect the reduced amount. SUPERINTENDENT shall give DISTRICT written notification of such termination. Notice shall be deemed served on the date of mailing.

6.0 REPORTS.

DISTRICT shall submit to SUPERINTENDENT reports as requested or required by SUPERINTENDENT and/or RCSSD concerning DISTRICT's activities as they affect the services hereunder. Reports shall be submitted in a timely manner. SUPERINTENDENT shall be specific to the information requested and allow DISTRICT thirty (30) calendar days to respond.

7.0 RECORDS MANAGEMENT AND MAINTENANCE.

A. DISTRICT shall, throughout the term of this AGREEMENT, prepare, maintain and manage records appropriate to the services provided and in accordance with this AGREEMENT and all applicable requirements.

B. DISTRICT shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

C. DISTRICT shall retain all financial records for a minimum of three (3) years after the completion of the activities for which the funds are used and until audit findings are resolved, or due to legal proceedings such as litigations and/or settlement of claims whichever is longer.

D. DISTRICT shall notify SUPERINTENDENT of any Public Record Act (PRA) requests within forty-eight (48) hours of receipt of said request. DISTRICT shall provide SUPERINTENDENT with all information that is requested and provided by DISTRICT.

8.0 INDEPENDENT CONTRACTOR.

A. DISTRICT is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of

this AGREEMENT.

B. DISTRICT warrants that it has all necessary licenses required to perform the services required by the terms of this AGREEMENT.

C. DISTRICT is entirely responsible for compensating staff, subcontractors, and consultants employed by DISTRICT. This AGREEMENT shall not be construed as creating the relationship of employer and employee, or principal and agent between SUPERINTENDENT and DISTRICT or any of DISTRICT's employees, agents, consultants, or subcontractors. DISTRICT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of SUPERINTENDENT, and are not entitled to benefits of any kind or nature normally provided employees of SUPERINTENDENT and/or to which SUPERINTENDENT's employees are normally entitled, including, but not limited to, State Unemployment Insurance or Workers' Compensation. DISTRICT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to DISTRICT's employees.

D. DISTRICT assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment.

E. DISTRICT, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of SUPERINTENDENT's employees and shall not be considered in any manner to be SUPERINTENDENT's employees.

9.0 INDEMNIFICATION.

A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, and their officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of

employees, agents or officers of SUPERINTENDENT or the Orange County Board of Education during the period of this AGREEMENT.

B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education and its officers, agents, and employees, from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents or officers of DISTRICT during the period of this AGREEMENT.

C. DISTRICT agrees to indemnify, defend and save harmless the State of California, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by DISTRICT in the performance of this AGREEMENT.

10.0 COPYRIGHT. SUPERINTENDENT and the State of California shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use now and continuing all material and work product (both tangible and intangible), if any, developed under this AGREEMENT including those materials covered by copyright.

11.0 CONFIDENTIALITY. SUPERINTENDENT and DISTRICT shall maintain the confidentiality of all records, including any hard copies, and/or electronic or computer based data, and/or audio and/or video recordings, in accordance with all applicable state and federal codes and regulations relating to privacy and confidentiality as they now exist or may hereafter be amended or changed. The confidentiality requirements under this paragraph shall survive the termination or expiration of this AGREEMENT or any subsequent agreement intended to supersede this AGREEMENT.

12.0 CONFLICT OF INTEREST. The Parties hereto acknowledge that DISTRICT may be affiliated with

one or more organizations or professional practices located in DISTRICT's county. DISTRICT therefore warrants that he/she shall not violate any applicable law, rule or regulation of any governmental entity relating to conflict of interest. DISTRICT shall not knowingly undertake any act which unjustifiably results in any relative benefit to any organization or professional practice with which he/she is affiliated as a direct or indirect result, whether economic or otherwise in nature, of the performance of duties and obligations required by this AGREEMENT, when compared to the result such act has on any other organization or professional practice.

13.0 EMPLOYEE ELIGIBILITY VERIFICATION. DISTRICT warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors and consultants performing work under this AGREEMENT meet the citizenship or alien status requirement set forth in federal statutes and regulations. DISTRICT shall obtain, from all employees, subcontractors and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. DISTRICT shall retain all such documentation for all covered employees, subcontractors and consultants for the period prescribed by the law.

14.0 DELEGATION AND ASSIGNMENT. DISTRICT may not delegate its obligations hereunder, either in whole or in part, without the prior written consent of SUPERINTENDENT.

15.0 INSPECTIONS AND AUDITS. SUPERINTENDENT, RSCCD, the Bureau of State Audits, the State of California or any other appropriate state or federal oversight agency, or their authorized representatives, shall have the right to review and copy any books, documents, and records, and supporting documents including but not limited to, financial statements, general ledgers, relevant accounting systems of DISTRICT that are directly pertinent to this AGREEMENT, for the purpose of

responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination during the term of this AGREEMENT. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this AGREEMENT, and the premises in which they are provided.

16.0 ENTIRE AGREEMENT.

A. This Agreement will be implemented in accordance with the conditions defined in the Strong Workforce Program (SWP) K12 Pathway Improvement grant, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Education Code Part 54.5 Strong Workforce Program Section 88827), as set forth and incorporated into this Agreement by reference. The Strong Workforce Program (SWP) K12 Pathway Improvement grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, SUPERINTENDENT may modify this Agreement through an amendment, as needed. DISTRICT agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

B. DISTRICT shall comply with all laws, rules or regulations applicable to the services provided hereunder, as any may now exist or be hereafter amended or changed.

17.0 NONDISCRIMINATION. In the performance of this AGREEMENT, DISTRICT shall not engage in, nor permit any employee or agent to engage in discrimination in employment of person or provision of services or assistance, nor exclude any person from participation in, nor deny any person the benefits of, not subject any person to discrimination under any program or activity funded in whole or in part with the Strong Workforce Program (SWP) K12 Pathway Improvement grant funds on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender or sexual orientation. DISTRICT shall comply with Title II of the Americans with Disabilities Act, (42 U.S.C., {12101, et seq.) as it relates to public accommodations.

18.0 TERMINATION.

A. Either party may terminate this AGREEMENT, without cause, upon thirty (30) days' written notice (Notice of Termination) given the other party. Upon receipt of notice of termination without cause, DISTRICT shall immediately cease performance under this AGREEMENT.

B. Unless otherwise specified in this AGREEMENT, SUPERINTENDENT reserves the right to terminate this AGREEMENT for cause due to the default (as defined in Paragraph 22.0) by DISTRICT in its performance obligations under this AGREEMENT. SUPERINTENDENT may in any notice of default advice DISTRICT it also intends to terminate the AGREEMENT for cause. The notice of default from SUPERINTENDENT shall advise DISTRICT if SUPERINTENDENT intends to elect to terminate the AGREEMENT and in this event DISTRICT shall immediately cease performance and provision of services as of the date the notice of default is received or deemed received, whichever is earlier. In the event of termination, SUPERINTENDENT, may, but is not required, to take over the work and prosecute the same to completion by contract or otherwise. Also, in the event of termination for cause, DISTRICT shall be liable to the extent that the total cost for completion of the services required by this AGREEMENT exceeds the compensation stipulated in this AGREEMENT (provided that SUPERINTENDENT shall use reasonable efforts to mitigate damages), and SUPERINTENDENT expressly reserves the right to withhold any outstanding payments to DISTRICT for the purpose of set off or partial payment of the amounts owed SUPERINTENDENT as previously set forth in this AGREEMENT.

19.0 TOBACCO USE POLICY. In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT'S Policy 400.15. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

20.0 COMPLIANCE WITH APPLICABLE LAWS. The services completed herein must meet the approval of SUPERINTENDENT and shall be subject to SUPERINTENDENT's general right of inspection to secure the satisfactory completion thereof. DISTRICT agrees to comply with all federal, state and local laws, statutes, rules, regulations and local ordinances that are now or may in the future become applicable to the services performed under this AGREEMENT.

21.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

22.0 DEFAULT. Failure by DISTRICT to perform and/or comply with any provision, covenant, or condition of this AGREEMENT shall be a default of this AGREEMENT. In the event of default SUPERINTENDENT may avail any remedies available at law, in equity, or otherwise specified in this AGREEMENT (including immediate termination for cause as set forth in Paragraph 18.0 above), and may elect any of the following, if applicable:

A. Afford DISTRICT a time period of fifteen (15) days from the date the notice is mailed to cure the default, or to commence to cure the breach and diligently pursue to completion the cure of the breach within thirty (30) days of date notice is mailed; and/or

B. Discontinue payment and eligibility for payment to DISTRICT during the period in which DISTRICT is in breach, which payment may not be entitled to later recovery; and/or

C. Offset against any funds invoiced by DISTRICT but yet unpaid by SUPERINTENDENT those monies disallowed pursuant to the above offset authority; and/or

D. Withhold from any monies payable to DISTRICT sufficient funds to compensate SUPERINTENDENT for any losses, costs, liabilities or damages it reasonable believes were suffered by or have been incurred by SUPERINTENDENT due to the default of DISTRICT in the performance of the

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 92801
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, Ed. Division	TITLE: Administrator
DATE: July 16, 2021	DATE: June 7, 2021

Anaheim Union High SD(51703)-Strong Workforce Program (SWP)K12 Pathway Improvement Grant(Round 3) 2021-2023
Zip5

EXHIBIT “A”

OC pathways
Partnerships for College and Career Success

K12 SWP Initiative Opt-In (Round 3: 2020-2021)

Initiative Number	Initiative/Pathway Improvement Name	Brief Project Description	Opt-In - Checkbox Click on box to Opt In
1	**Maximizing K-14 Alignment and Partnerships to Expand High-Quality CTE for Orange County Students**	Leverage our regional partnerships to cultivate and fund K-14 partnerships to expand online and in-person: • early college credit • integrated pathway teams • rigorous CTE curriculum • workforce needs through advisories • college & career readiness These will be accomplished through real-world application as essential elements of high quality, collaborative, and comprehensive Career Technical Education programs in Orange County.	☐
2	**Orange County Educators Enhancing Student Engagement to Develop Essentials Skills for Workforce Readiness**	Continue to build opportunities for students beyond Career Technical Student Organizations (CTSOs) in OC through: • Student Leadership Conferences/Workshops • Virtual professional engagement • Gig-Economy opportunities Provide industry certification opportunities (virtually and in-person) to students both regionally and locally and further embed these opportunities in: • courses • career pathway sequences • programs of study • workshops	☐

District Name:	
Superintendent's Name:	
Superintendent's Signature:	

OC pathways
Partnerships for College and Career Success

K12 SWP K6/K8 and ROP Initiative Opt-In (Round 3: 2020 - 2021)

Initiative Number	Initiative/Pathway Improvement Name	Brief Project Description	Opt-In - Checkbox Click on box to Opt In
3	**Building Sustainable Career Education Infrastructure from Elementary through High School to Community College**	Provide enhanced learning opportunities via distance learning for educators in career awareness programs at the K6/K8 level: • to grow their proficiency and build upon aligning students for secondary CTE. • K6/K8 students will continue to complete project-based modules and develop plans leading to secondary CTE pathways. Align the established practices set by four Orange County ROP's both in-person and online to: • implement and work from a consistent work-based learning continuum for all students in OC. • clarify technical and employability skills identified by OC business/industry partners.	☐

District Name:	
Superintendent's Name:	
Superintendent's Signature:	

EXHIBIT "B"

Exhibit B

SWP K12 Strong Workforce
ROUND 3
PROPOSED BUDGET
Grant Term: January 1, 2021 - June 30, 2023

Agency Name		Budget Date

CATEGORY	Year 1 1/1/20-12/31/21 Proposed Budget	Year 2 1/1/22-12/31/22 Proposed Budget	Year 3 1/1/23-6/30/23 Proposed Budget	TOTAL
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"

EXHIBIT C

Expenditure Report Form - Strong Workforce Program (SWP) K12 Pathway Improvement grant

PLACEHOLDER

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way – P.O. Box 3520
Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this (Board Approval Date):

15th	day of	July	2021

by and between

Vital Link

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:

Vital Link has served as a liaison for the Career Technical Education (CTE) advisory boards for the past 17 years in the following industry pathways: Arts, Media, and Entertainment; Building and Construction; Business and Finance; Culinary Arts; Engineering and Design; Education and Child Development; Fashion Design; Health Science and Medical Technology; Information and Communication Technologies; Manufacturing and Product Design; Marketing, Sales, and Service; Public Services; and Transportation. Vital Link will focus on the expansion of industry involvement on advisory boards, and assist faculty in the development of ongoing industry and educational partnerships and resources. Vital Link will also assist in the coordination of the district's annual College and Career Fair.

Site/School:	District Office	Funds (Cost Center):	Strong Workforce Grant

2. List of Other Supportive Staff or Consultants:

None

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	July 15, 2021

and shall diligently perform as specified and complete performance by:

Date:	June 30, 2022

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:

Vital Link has received a copy of the Anaheim Union High School District's Local Plan for Career Technical Education. Specific industry pathway program information will be provided, as needed.

5. District shall pay Consultant the maximum amount of

$20,525

for services rendered

to # of people:	50 advisory board participants, AUHSD stakeholders (College & Career Fair)	# hours per day:	8	# of days:	20

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:

The consultant will: (1) expand industry involvement and participation on the Advisory Boards; (2) identify and facilitate work-based learning experiences for students, such as field trips; (3) facilitate communication between AUHSD staff and industry professionals; and (4) provide services to assist in the development of the district's annual College and Career Fair.

12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

Vital Link provides a unique set of skills to act as the consultant for the CTE pathway programs. For the past ten years, Vital Link has facilitated the county-wide CTEoc Advisory Boards for Orange County school districts, the Regional Occupational Programs (ROP) and community colleges. Vital Link's President also sits on the executive board for the OC Pathways Consortium.

List any technical support that will need to be supplied by District:

None 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):

x **No Instructions**: The consultant will not be required to follow explicit instructions to accomplish the job.

x **No Training**: The consultant will not receive training provided by the employer. The consultant will use independent methods to accomplish the work.

x **Work Not Essential to the Employer**: The employer's success or continuation does not depend on the services of the consultant.

x **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.

x **Control of Assistants**: Assistants hired at consultant's discretion; consultant responsible for hiring, supervising, paying of assistants.

x **Not a Continuing Relationship**: If frequent, will be at irregular intervals, on call, or whenever work is available.

x **Own Work Hours**: Consultant will establish work hours for the job.

x **Time to Pursue Other Work**: Since specific hours are not required, consultant may work for other employers simultaneously, unless otherwise noted.

x **Job Location**: Consultant controls job location, under district discretion, whether on employer's site or not.

x **Order of Work**: Consultant, rather than employer, determines order or sequence of steps in performance of work.

x **No Interim Reports**: Only specific pre-determined reports defined in the consulting agreement.

x **Basis of Payment**: Consultant paid for services rendered, if applicable (see Agreement #4); total compensation set in advance of starting the job.

x **Business Expenses**: Consultant is responsible for incidental or special business expenses.

x **Tools and Equipment**: Consultant furnishes the identified tools and equipment needed for the job.

x **Significant Investment**: Consultant can perform services without using the employer's facilities. Consultant's investment in own trade is real, essential, and adequate.

x **Possible Profit or Loss**: Consultant does these (check valid items):

- x Hires, directs, pays assistants
- x Has equipment, facilities
- x Has a continuing and recurring liability
- x Performs specific jobs for prices agreed-upon in advance
- ☐ Lists services in Business Directory
- ☐ Other (explain) _____

X **Work for Multiple Employers**: Consultant may perform services for more than one employer simultaneously, unless otherwise noted.

x **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).

x **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)**:	
Vital Link	**Anaheim Union High School District**
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Brian Dozer, President	Jaron Fried, Ed.D
Authorized Signature:	Signature of Assistant Superintendent:
Street Address:	Street Address:
P.O. Box 12064	**501 N. Crescent Way, P.O. Box 3520**
City, State, Zip Code	City, State, Zip Code
Costa Mesa, CA 92627	**Anaheim, CA 92803-3520**
Date:	Date:
June 10, 2021	July 16, 2021

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	
Partnership:	
Other/Specify:	X

Social Security Number*	or	Federal Identification Number*
		33-0632256

*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:
(949) 646-2520	brian@viatllinkoc.org

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:	Scott Kendall	Date:	6/10/21

Big Brothers Big Sisters
OF ORANGE COUNTY & THE INLAND EMPIRE

1801 E. EDINGER AVENUE, SUITE 101
SANTA ANA, CA 92705

EXHIBIT NN

Big Brothers Big Sisters
Bigs with Badges, College Bigs, High School Bigs & Workplace Mentoring
Memorandum of Understanding

This Memorandum of Understanding ("MOU") is an agreement between BIG BROTHERS BIG SISTERS of Orange County & the Inland Empire and Anaheim Union High School District for the following programs:

College Bigs

The purpose of this document is to outline each entity's roles and responsibilities for the development and growth of the College Bigs Program. The goal is to pair students (Littles) from Anaheim Union High School District High Schools with positive, caring, screened and trained adult college mentors (Bigs) through a tiered mentoring system. This tiered mentoring system will nurture relationships that provide positive modeling that leads to school and lifetime success. Duration: 2021-2022 School Year.

Bigs with Badges

The purpose of this document is to outline each entity's roles and responsibilities for the development and growth of the Bigs with Badges Program. The goal is to pair students (Littles) from Anaheim Union High School District: Anaheim High School & Sycamore Jr. High with positive, caring, screened and trained adult mentors (Bigs) from local law enforcement agencies through a tiered mentoring system. This tiered mentoring system will nurture relationships that provide positive modeling that leads to school and lifetime success. Duration: 2021-2022 School Year.

High School Bigs

The purpose of this document is to outline each entity's roles and responsibilities for the development and growth of the High School Bigs Mentoring Program. The goal is to pair students (Littles) from neighboring elementary schools with positive, caring, screened and trained high school mentors (Bigs) from AUHSD partner school(s) in one-to-one mentoring relationships that provide positive modeling that leads to school and lifetime success. Duration: 2021-2022 School Year.

EXHIBIT NN

Workplace Mentoring

The purpose of this document is to outline each entity's roles and responsibilities for the development and growth of the Workplace Mentoring Program. The goal is to pair students (Littles) from Anaheim Union High School District: Cypress & Western High School with positive, caring, screened and trained adult corporate mentors (Bigs) through a tiered mentoring system. This tiered mentoring system will nurture relationships that provide positive modeling that leads to school and lifetime success. Duration: 2021-2022 School Year.

Anaheim Union High School District
Michael B. Matsuda, Superintendent
501 N. Crescent Way
Anaheim, CA 92801

Big Brothers Big Sisters of Orange County
Laura Corona Marcum, VP of Programs
1801 E. Edinger Ave. #101
Santa Ana, CA 92705

Big Brothers Big Sisters of Orange County & the Inland Empire ("BBBSOC&IE") agrees to:

- Work collaboratively with the identified school(s) to provide their youth with strong and enduring, professionally supported one-to-one relationships that can change their lives for the better, forever.
- Assign BBBSOC&IE staff members to work in partnership with the identified school(s). This person will coordinate program logistics, recruitment, and enrollment and bring the program to fruition.
- Provide insurance coverage for all mentors and mentee participants.
- Provide full screening of all mentors (i.e., interviews, references, assessments, and background checks for all adult mentors over 18).
- Provide appropriate pre-match training to all mentors and provide on-going training opportunities.
- Assist school with identification of mentees that would be appropriate to participate in the program.
- Match mentors and mentees based on needs and common interests.
- Plan sessions for mentors and mentees to meet on a regular basis; whether in-person, virtual or a hybrid model:
    - Bigs with Badges, College Bigs, and Workplace Mentoring
        - Monthly for 90 minutes
    - High School Bigs
        - Weekly for 60 minutes
- Bigs with Badges & Workplace Mentoring Only:

EXHIBIT NN

  - Provide transportation for all mentees via chartered bus to all monthly sessions at the corporate partner or PD partner.
- Provide activities and supervision at program meetings.
- Contact both the mentee and the mentor on a regular basis and provide support to each match.
- Meet with individual school staff to discuss individual match issues and program logistics on an as needed basis (i.e.,. when matches are made or when matches are closed).
- Plan and coordinate summer communication between mentors and mentees.
- Collect evaluations of matches and program during the course of the school year (surveying at the beginning of the school year and end of the school year).
- Share outcomes/feedback specific to the program at key points during the year.
- Report on successes, challenges, and opportunities within the partnership to the school at the end of each year.
- Data Sharing: In order to facilitate the evaluation of the program, the District and BBBSOC&IE will share aggregate data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act ("FERPA"). Provide access to mentee records (i.e. grades, suspensions, attendance, etc.) of participating mentees whose parents have given written consent.
- Bigs with Badges Program with Anaheim HS and Anaheim PD through North Orange County ROP: BBBSOCIE to invoice AUHSD for the 2020-2021 school year for the program cost: $25,000.

Responsibilities Anaheim Union High School District (AUHSD):

- Promote the BBBSOC&IE Partnership with school personnel to enhance collaboration efforts.
- Assign a school coordinator for the program at each participating school. This person will coordinate implementing the program and supply requested reporting information.
- Identify currently enrolled boys and girls in grades 9th through 12th that need and appear ready to benefit from extra attention through a match relationship with Big Brothers Big Sisters.
- Recognize the school-based mentoring program as a year-round program.
- Maintain goal number of matches. If mentees leave the program, lose interest in the program or are dismissed from the program the identified schools will assist to replace those spots with newly recruited mentees.
- Provide BBBSOC&IE staff with updated contact information and preferred methods of contact.

EXHIBIT NN

- Promote good attendance by ensuring mentees are aware of program meeting times and locations. This may include passing out reminder fliers and making announcements to remind mentees to meet.
- Data Sharing: In order to facilitate the evaluation of the program, the District and BBBSOC&IE will share aggregate data for the purposes of determining program impact in compliance with the Family Education Rights and Privacy Act ("FERPA"). Provide access to mentee records (i.e. grades, suspensions, attendance, etc.) of participating mentees whose parents have given written consent.
- Bigs with Badges Program with Anaheim HS and Anaheim PD through North Orange County ROP: AUHSD to pass through funds to BBBSOCIE for the support of this program through the 2020-2021 school year. Total invoice amount from BBBSOCIE $25,000.
- Workplace Mentoring Program with Western High School and CHOC: BBBSOCIE to invoice AUHSD for the 2020-2021 school year for the program cost: $25,000.

Upon execution, the parties attest to their acceptance of the terms and conditions of this agreement. At the expiration of this agreement, the undersigned parties will meet at an agreed upon date prior to the end of this agreement to evaluate the partnership and to define future partnership parameters.

Agreed and approved by:
Signature(s) from Anaheim Union High School District:

Printed Name of AUHSD Representative: Dr. Jaron Fried

Signature of AUHSD Representative: _____

Title: Assistant Superintendent, Ed. Division

Date: July 16, 2021

Signature(s) from Big Brothers Big Sisters of Orange County & the Inland Empire:
Printed Name of BBBSOC&IE Representative: Laura Corona Marcum

Signature of BBBSOC&IE Representative: Laura Corona Marcum

Title: VP of Programs

Date: 6/8/2021

Agreement Number 51694

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS MEMORANDUM OF UNDERSTANDING ("MOU")

This Memorandum of Understanding (MOU) is entered into by and between the Orange County Superintendent of Schools, herein called the "Program Sponsor" and Anaheim Union High School District herein called the "District," who agrees to participate in the Orange County Superintendent of Schools Career Technical Education (CTE) Teacher Credentialing Program.

1. PROGRAM SPONSOR: BASIC RESPONSIBILITIES

The Program Sponsor agrees to:

A. Provide credential services for Designated Subjects CTE Credential candidates
- Review and advise on eligibility requirements.
- Analyze application packet to confirm eligibility.
- Submit to the Commission on Teacher Credentialing (CTC) the approved candidates application for a Preliminary Designated Subjects CTE Credential.

B. Establish and maintain a partnership with the District
- Distribute periodic commission and program information.
- Convene the Institute for Leadership Development (ILD) advisory council a minimum of twice a year to further support collaboration among local Institutions of Higher Education (IHE's), District and all relevant stakeholders.

C. Provide all program coursework and support
- Provide CTC approved coursework facilitated by CTE experts delivered in an online environment.
- Review and analyze data from course evaluations to inform program decisions.
- Establish partnerships with IHE's and District to identify additional professional development opportunities and support.

D. Adhere to the Commission on Teacher Credentialing mandates as they apply to educator preparation programs as defined by the 7-year accreditation reporting cycle.

2. DISTRICT: BASIC RESPONSIBILITIES

The District agrees to:

A. Identify one (1) District contact person.
   - This individual will serve as the District representative to work collaboratively with the ILD Program Coordinator to support their candidate(s) enrollment in the Program Sponsor's CTE Teacher Credentialing Program.
   - This individual will participate in a program orientation to secure a current understanding of program requirements timelines and available resources.
   - This individual will sit on the ILD advisory council representing his/her District interest.

B. Ensure candidates enroll in the next available CTE cohort following recommendation of preliminary credential.

C. Accreditation from the CTC recommends that all districts employing CTE preliminary credential holders continue to support candidates by providing a mentor. The District agrees to provide a mentor to all enrolled CTE program candidates. These mentors will work with the Program Sponsor's Program Specialist to give ongoing support to these candidates. CTE mentor roles and responsibilities are outlined in Exhibit "A", "CTE Mentor Selection Guidelines, Roles and Responsibilities", which is attached hereto and incorporated by reference herein. CTE mentors must meet the following selection criteria:
   - Minimum of three (3) years of successful teaching experience.
   - Hold a clear Designated Subjects CTE credential.
   - Submit an application to the Program Sponsor's Program Specialist.

3. TERM AND TERMINATION

This agreement shall be effective from July 1, 2021 until June 30, 2022 and is renewable annually, by mutual written agreement. The MOU may be amended by mutual written consent of the parties and may be terminated by Program Sponsor upon thirty (30) days advance written notification.

4. PAYMENT

The parties both agree that there will be no payment involved for services rendered. Program tuition and all other costs will be the responsibility of the enrolled candidate.

5. INDEMNIFICATION

Both parties agree to defend, indemnify, save, and hold harmless each other from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the other party. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

6. INSURANCE

Both parties shall maintain such general liability, property damage, workers' compensation, and auto insurance, and any other insurance as may be necessary, as is required to protect Program Sponsor's and District interests as they may appear.

7. EMPLOYEE FINGERPRINTING

During the entire term of the MOU, both parties, including any/all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1 when either parties' employees and/or employees of subcontractors will have more than limited contact with Program Sponsor's candidates.

8. GOVERNING LAW/FORUM SELECTION

This MOU is made, entered into and executed in Orange County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Orange County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

9. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this MOU.

10. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this MOU shall be deemed to be inserted herein and the MOU shall be read and enforced as though it were so inserted and included.

11. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this MOU shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

12. TOBACCO-FREE WORKPLACE

When at Program Sponsored-owned or Program Sponsored-leased buildings, both parties hereby agree to comply with the Orange County Board of Education's Policy 3515.1 which states: "It is the intention of the office (OCDE) to provide a smoke-free workplace within all buildings owned or leased by the office (OCDE) commencing June 30, 1995."

13. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty or perjury under the laws of the State of California that they will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.), and the Orange County Board of Education's Alcohol and Drug-Free Workplace Policy 4034.

14. RECORD RETENTION AND INSPECTION

Both parties shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this MOU. All records shall be kept and maintained by District/Program Sponsor and made available to Program Sponsor/District during the entire term of this Contract and for a period not less than five (5) years.

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this MOU, District certifies to the best of its knowledge and belief that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

B. Have not, within a three-year period preceding the execution of this MOU, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or MOU under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section B above, of this certification; and,

D. Have not, within a three-year period preceding the execution of this MOU, had one or more public transactions (Federal, State or Local) terminated for cause of default.

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS	NAME OF DISTRICT
By _____	By _____
Patricia McCaughey Administrator	Dr. Jaron Fried Assistant Superintendent, Ed. Division
Date May 21, 2021	Date July 16, 2021

AUHSD(51694)-Career Techinical Education (CTE) Teacher Credentialing Program-NO FEES (2021-2022)
Zip5

EXHIBIT “A”

Exhibit "A"

CTE Mentor Selection Guidelines, Roles and Responsibilities

Accreditation from the CTC recommends that all districts employing CTE preliminary credential holders continue to support candidates by providing a mentor. This mentor will work with the OCDE Program Specialist to give ongoing support to all enrolled CTE program candidates.

Selection Criteria

- Certificated, have at least three years of successful teaching experience and verification of recent work experience in an education setting
- Hold a clear Designated Subjects CTE Credential
- Trained pedagogical coaches (CTE On-Line Certificated) and support providers to CTE program candidates
- Curriculum developers and/or leaders
- Competent in providing complete, accurate, and timely feedback to candidates' questions, concerns or clarification needs.
- Supportive of program candidates by serving as a lifeline during the preliminary teaching year/s.

District/ROP/Employer Responsibilities

- Select Mentors per selection criteria
- Complete the candidate's recommendation form and submit the application and recommendation form to OCDE
- Supervision of Mentors and Candidates
- Support participation in professional development opportunities
- Attend Credential Advisory meetings
- Ensure Early Orientation completion

Mentor Responsibilities

- Complete application for district recommendation/LEA approval
- To be qualified, mentors must obtain:
  - Valid, clear DS CTE teaching credential
  - Minimum of 3 years teaching experience
  - Verification of recent work experience in an educational setting
  - Recommendation of district employer
- Complete CTE Program Mentor Orientation
- Conduct classroom observations (1 during preliminary credential process)
- Provide ongoing feedback to candidates
- Provide required documentation to OCDE Program Staff
- Attend Advisory, Curriculum Review, and State-wide mentor collaboration Meetings as necessary

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is hereby entered into between the Anaheim Union High School District, hereinafter referred to as "DISTRICT" and Jeanette Morgan, PsyD. hereinafter referred to as "CONTRACTOR."

WHEREAS, DISTRICT is in need of special services and advice on a limited basis;

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;

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

WHEREAS, CONTRACTOR is specially trained and experienced and competent to perform the special services required by the DISTRICT and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services. The CONTRACTOR will provide the following services:
   Evaluation and assessment of special education students and/or general education students that require a clinical evaluation and/or independent evaluation that is beyond the expertise of a credentialed educational psychologist.
   DISTRICT will use funds for services provided to students from all school sites, as necessary. Services shall be provided by Jeanette Morgan, PsyD.

   Consultant agrees to abide by the requirements outlined in Exhibit A which are consistent with federal and state law.

2. Term. CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2021, and continue until June 30, 2022 as required by DISTRICT.

3. List of Other Supportive Staff or Consultants. Dr. Shanna Egans, Director, Student Support Services will manage CONTRACTOR as necessary.

4. Reason for Consultant. The technical reason that an independent contractor is being used rather than a DISTRICT employee is as follows: For threat evaluations or other complicated

Evaluations the District requires the expertise of a clinical psychologist. In some circumstances, credentialed educational psychologists are not trained nor have the necessary experience to make clinical determinations.

5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed fifty thousand dollars ($50,000) which includes observation, assessment, reports, protocols, and associated costs of travel and attendance at IEP meetings, and other miscellaneous costs for services rendered pursuant to this Agreement. Compensation will be at an hourly rate not to exceed $275 per hour for all hours reasonably expended. Expenses must be supported by appropriate documentation. Payment shall be made upon receipt of invoice from CONSULTANT.

6. Expenses. DISTRICT shall not be liable to CONTRACTOR for any costs or expenses pajd or incurred by CONTRACTOR in performing services for DISTRICT, except as follows: None.

7. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees.

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. CONTRACTOR acknowledges that the common-law factors identified in Exhibit A attached hereto are true and accurate.

8. Materials. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services to be provided pursuant to this AGREEMENT.

CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

9. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and/or video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by DISTRICT as a basis for such services.

10. Copyright/Trademark/Patent. CONTRACTOR understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of the DISTRICT. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within thirty days (30) days after service of Stich notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the thirty (30) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charges to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of, any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed

given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

12. Hold Harmless. CONTRACTOR agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees, and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

    (a) Liability for damages for: (l) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out (1) or (2) above, sustained by the CONTRACTOR or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract. upon or in connection with the services called for in this AGREEMENT. however caused, except for liability for damages referred to above, which result from the negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.

    (b) Any injury to or death of any person(s), including the DISTRICT's officers, employees, and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages, which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees, or agents.

    (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

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.

13. Insurance. Pursuant to Section 10, CONTRACTOR agrees to carry a comprehensive general and automobile liability insurance with limits of $1 million ($1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONTRACTOR and DISTRICT against liability or claims of liability which may arise out of this AGREEMENT. In addition, CONTRACTOR agrees to provide an endorsement to this policy stating, “Such insurance as is afforded by this policy shall be

primary and any insurance carried by DISTRICT shall be excess and noncontributory." No later than fifteen (15) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder, including a thirty (30) day written notice of cancellation or reduction in coverage. CONTRACTOR agrees to name DISTRICT and its governing board, officers, agents, and employees as additional insureds under said policy.

14. Assignment. The obligations of the CONTRACTOR pursuant to this AGREEMENT shall not be assigned by the CONTRACTOR.

15. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTO R's business, equipment, and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

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

17. Employment with Public Agency. CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

18. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement, with respect to the services contemplated and may be amended only by a written amendment executed by both parties to the AGREEMENT.

19. Nondiscrimination. CONTRACTOR agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status, or age of such persons.

20. Non Waiver. The failure of DISTRICT or CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall

not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

21. Notice. All notices or demands to be given w1dcr this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT:	CONTRACTOR:
Jaron Fried, Ed.D.	Jeanette Morgan, PsyD.
Anaheim Union High School District	Anxiety & Depression Center
501 N. Crescent Way	1500 Quail, Suite 250
Anaheim,CA 92801	Newport Beach, CA 92660

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

22. Attorney Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this AGREEMENT, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

23. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California. This AGREEMENT is made in and shall be performed in Orange County, California.

25. Exhibits. This AGREEMENT incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

a. Exhibit A.

THIS AGREEMENT IS ENTERED INTO THIS 15TH DAY OF JULY 2021.

Anxiety & Depression Center

Date: 6/17/21

Jeanette Morgan, PsyD.
Anxiety & Depression Center
1500 Quail, Suite 215 Newport
Beach, CA 92660

Anaheim Union High School District

Date: 7/16/21

Jaron Fried, Ed.D.
Assistant Superintendent
Educational Services Division
501 N. Crescent Way/P.O.Box 3520
Anaheim, CA 92803-3520

Please check one·

Independent Sole Proprietor	
Corporation	
Partnership	
Other	

Federal Identification Number

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

Date: 6/15/2021

Shanna M. Egans, Ed.D.
Director, Student Support Services
Anaheim Union High School District

Exhibit A

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 independent contractor 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.

AMENDMENT TO
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2019-2021

As of June 23, 2020, the agreement entitled "College and Career Access Pathways Partnership Agreement (CCAP Agreement)" between Cypress College and Fullerton College ("COLLEGE"), colleges of the North Orange County Community College District (NOCCCD), and Anaheim Union High School District ("SCHOOL DISTRICT") will be amended by adding eleven educational programs (ADDENDUM A).

This change is only the addition of eleven educational programs; the entire remainder of the original agreement remains in full force.

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

Executed on June 23, 2020.

By: _____
Anaheim Union High School District
Dr. Jaron Fried
Assistant Superintendent, Education Services

By: _____
Cypress College
Dr. Joanna Schilling
President

By: _____
Fullerton College
José Ramón Núñez, Ph.D
Vice President, Instruction

By: _____
North Orange County Community College District
Cherry Li-Bugg, Ph.D.
Vice Chancellor, Educational Services and Technology

North Orange County Community College District Board Meeting: *June 23, 2020*
School District Board Meeting: *July 16, 2020 and August 13, 2020*

Note: All referenced Sections from AB 288 (Education Code 76004)

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

PROGRAM YEAR: 2020-2021 **COLLEGE: Cypress College**

EDUCATIONAL PROGRAMS: Administration of Justice, Automotive Technology, Chinese, Computer Information Systems (Cyber Security), Counseling, Ethnic Studies, Dance, Human Services, Kinesiology, Music, Sociology, Theater Arts

SCHOOL DISTRICT **Anaheim Union High School District**

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

TOTAL NUMBER OF STUDENTS TO BE SERVED: 1,000	TOTAL PROJECTED FTES: 150

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS	INSTRUCTOR	EMPLOYER	LOCATION
Introduction to Criminal Justice	AJ 110C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Introduction to Criminal Justice	AJ 110C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Concepts of Criminal Law	AJ 120C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Criminal Investigation	AJ 140C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Community and the Justice System	AJ 160C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS

Note: All referenced Sections from AB 288 (Education Code 76004)

Cultural Anthropology	ANTH 102C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Automotive Electrical 1	AT 105C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Introduction to Automotive Technology	AT 110C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Elementary Chinese - Mandarin 1	CHIN 101C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Elementary Chinese – Mandarin 2	CHIN 102C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Elementary Chinese – Mandarin 3	CHIN 203C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Elementary Chinese – Mandarin 4	CHIN 204C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Advanced MS Word Business Applications	CIS 102C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Computer Information Systems	CIS 111C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Spreadsheet - Excel for Windows	CIS 132C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Database – Access for Windows	CIS 142C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Database – Access for Windows	CIS 142C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS

Cybersecurity Competition Fundamentals	CIS 190C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Network Security	CIS 195C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Anti-Hacking Network Security	CIS 196C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
CISCO Networking 1	CIS 230C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
CISCO Networking 2	CIS 231C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
CISCO Networking 3	CIS 232C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
CISCO Networking 4	CIS 233C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Python Programming	CIS 247	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
CCNA Security	CIS 258C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Intercultural Communications	COMM 120C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Career Exploration	COUN 139C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Educational Planning	COUN 140C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS

Job Readiness and Career Management	COUN 145C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Academic Life & Success	COUN 150C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Multicultural Dance in the US	DANC 101C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Performance Class I	DANC 141C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
College Writing Preparation	ENGL 60C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
College Writing	ENGL 100C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Critical Analysis & Literature	ENGL 104C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
American Ethnic Studies	ETHS 101C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
American Ethnic Studies	ETHS 101C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
American Ethnic Studies	ETHS 101C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Introduction to Chicano/a Studies	ETHS 150C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
World Geography	GEOG 100C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS

World Civilization II	HIST 113C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
History of the U.S. II	HIST 171C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Cultural Awareness and the Health Care System	HS 277C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
First Aid, CPR, & Emergencies	KIN 235C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Sports Management	KIN 247C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Psychology of Sport	KIN 248C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Sports and the United States Society	KIN 249 C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Lifeguarding	KIN 255C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Introduction to Public Health	KIN 280C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Contemporary Personal Health	KIN 284C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Health & Social Justice	KIN 281C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Introduction to Business	MGT 161C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS

Legal Environment of Business	MGT 240C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
History of Rock Music	MUS 119C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Introduction to Sociology (section 1)	SOC 101C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Acting 1	THEA 120C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Musical Theater Performance I	THEA 132C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Rehearsal Performance I	THEA 133C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Musical Theatre Performance 2	THEA 135C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS
Rehearsal Performance 2	THEA 136C	Fall 2020, Spring 2021, Summer 2021	Remote/Online	Remote/Online	TBD	☒ CC ☐ HS	☒ CC ☒ HS

PROGRAM YEAR: 2020-2021 **COLLEGE: Fullerton College**

EDUCATIONAL PROGRAMS: **Administration of Justice, Counseling, Digital Art, Music**

SCHOOL DISTRICT: **Anaheim Union High School District**

HIGH SCHOOLS: **Anaheim, Katella, Savanna**

TOTAL NUMBER OF STUDENTS TO BE SERVED: 120 students	TOTAL PROJECTED FTES: 12 FTES

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS	INSTRUCTOR	EMPLOYER	LOCATION
1. History of Rock Music	MUS 119 F	Fall 2020	Online	Online	Dustin Donahue	☒ CC ☐ HS	☐ CC ☒ HS Savanna HS
2. Career Motivation and Self Confidence	COUN 144 F	Fall 2020	Online	Online	N/A	☒ CC ☐ HS	☐ CC ☒ HS Savanna HS
3. Intro to Criminal Justice	AJ 110 F	Spring 2021	TBD	TBD	TBD	☒ CC ☐ HS	☐ CC ☒ HS Anaheim HS
4. Fundamentals of Digital Media Design	DART 105 F	Spring 2021	TBD	TBD	TBD	☒ CC ☐ HS	☐ CC ☒ HS Katella HS

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

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

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

CYPRESS COLLEGE:

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL ITEMS	COST
Introduction to Criminal Justice	Introduction to Law Enforcement and Criminal Justice 12th edition	$208.00	n/a	n/a
Concepts of Criminal Law	Criminal Law Today	$168.50	n/a	n/a
Criminal Investigation	"Criminal Investigation" (9781284082852)	$154.94	n/a	n/a
AJ 160	Multicultural Law Enforcement: Strategies for Peacekeeping in a Diverse Society (7th Edition)			
Introduction to Automotive Technology	Intro to Automotive Service (CC Custom)	$109.75	n/a	n/a
Automotive Electrical & Engine			n/a	n/a
Elementary Chinese - Mandarin 2	New Practical Chinese Reader (w/CD) (V1); New Practical Chinese Reader (Wkbk)(w/CD) (V1)	$11.25; $4.88	n/a	n/a
Computer Information Systems	Discovering Computers 2017 Enhanced Edition; Learning Microsoft Office (Campus printed LAB manual)	$171.50; $30.00	n/a	n/a
Spreadsheet - Excel for Windows	Cengage Unlimited 4-Month Excel	$119.99	n/a	n/a
Database - Access for Windows	Cengage Unlimited 4-Month Access	$119.99	n/a	n/a
Introduction to Programming	CIS 211 Lab Manual (CUSTOM)	$44.95	n/a	n/a
Career Exploration	n/a	n/a	Assessment Fees	$15.00
American Ethnic Studies	A Different Mirror // Author: Takaki ISBN: 9780316022361	TBD	n/a	n/a

Note: All referenced Sections from AB 288 (Education Code 76004)

Formatting, Style and Usage	Eskew, Michael. Court Reporter's Style Manual. Norco: Professional Educational Distributors, 2008; Eskew, Michael. Court Reporter's Style Manual Student Workbook. Norco: Professional Educational Distributors, 2008.	$80.00; $30.75	n/a	n/a
Proofreading	Proofreading for Professionals by Bea Turnage, publisher: Prof. Ed. Dist., 2012 edition	$30.75	n/a	n/a
Nutrition	Nutrition: Concepts and Controversies 14th Edition ISBN: 1305639383	TBD	n/a	n/a
Cultural Awareness and the Health Care System	Multicultural Health	$99.95	n/a	n/a
First Aid, CPR and Emergencies	Pocket Mask ARC; Responding to Emergencies ISBN: 9781584805540	$20.00; $66.75	CPR Certification	$35.00
History of Rock Music	What's That Sound? An Introduction to Rock and Its History // ISBN: 9780393937251	$102.25	n/a	n/a
Introduction to Sociology	Sociology: A Down-to-Earth Approach, 13th Ed.	$244.75	n/a	n/a

FULLERTON COLLEGE:

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
1. History of Rock Music	What's That Sound? An Introduction to Rock and Its History	$79.99	N/A	N/A
2. Career Motivation and Self Confidence	N/A	N/A	N/A	N/A
3. Intro to Criminal Justice	TBD	TBD	TBD	TBD
4. Fundamentals of Digital Media Design	TBD	TBD	TBD	TBD

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

As of June 8, 2021, the agreement entitled "College and Career Access Pathways Partnership Agreement (CCAP Agreement)" between Fullerton College ("COLLEGE") a college of the North Orange County Community College District, (NOCCCD) and Anaheim Union High School District ("SCHOOL DISTRICT") will be amended by adding one educational program (ADDENDUM A).

This change is only the addition of one educational programs; the entire remainder of the original agreement remains in full force.

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

Executed on June 8, 2021

By: _____
Anaheim Union High School District
Dr. Jaron Fried
Assistant Superintendent, Education Services

By: _____
Fullerton College
José Ramón Núñez, Ph.D.
Vice President, Instruction

By: _____
North Orange County Community College District
Cherry Li-Bugg, Ph.D.
Vice Chancellor, Educational Services and Technology

North Orange County Community College District Board Meeting: *June 8, 2021*
School District Board Meeting: *July 15, 2021*

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

PROGRAM YEAR: 2021-2024 **COLLEGE: Fullerton College**

EDUCATIONAL PROGRAMS: **English**

SCHOOL DISTRICT: **Anaheim Union High School District**

HIGH SCHOOLS: **Anaheim High School**

TOTAL NUMBER OF STUDENTS TO BE SERVED: 30 students	TOTAL PROJECTED FTES: 4 FTES

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS	INSTRUCTOR	EMPLOYER	LOCATION
1. College Writing	ENGL 100 F	Fall 2021	12:45 – 3:35	M/W	TBD	☒ CC ☐ HS	☐ CC ☒ HS Anaheim HS

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

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

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

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
1. College Writing	And Still We Rise by Miles Corwin ISBN: 9780380798292	11.49	The Nuts and Bolts of College Writing by Michael Harvey 3rd ed ISBN: 978-1624668593	$14.00

EXHIBIT SS

Letter of Agreement: Membership Renewal

Date of Agreement: April 28, 2021
Client: Anaheim Union High School District

Effective Date: 9/23/2021
End Date: 9/22/2024

Agreement
This agreement "Agreement" between The Hanover Research Council LLC ("Hanover Research") and Client runs from the Effective Date to the End Date. Under this Agreement, Client has the authority to request research services on any topic (the "Research Services"), as well as the right to ask Hanover Research to expedite work of particular urgency.

All Research Services are available to Client on a subscription basis within the confines of one (1) sequential research queue, in that Hanover will perform up to one (1) Research Services project at a time. Client shall, in its discretion, prioritize the research projects that form the basis of the Research Services as it deems appropriate. Research Services may include, but are not limited to: custom research reports; survey design, administration and analysis; interviews with industry/issue experts; secondary research; data analysis; and benchmarking (product/service comparison, key performance and efficiency metrics).

This Agreement hereby incorporates by reference the following terms and conditions ("Terms") that are available for review by Client online at: http://www.hanoverresearch.com/client-services-terms-conditions-education/. Client's signature below shall be deemed its acceptance and acknowledgement of the Terms as they related to the Research Services. Client may terminate this Agreement by a sixty (60) days' written notice prior to the dates of September 23, 2022 and September 23, 2023.

Service Fees and Invoicing Schedule:
Net 30 – Failure to pay promptly will result in project postponement.

	Invoice Date	Invoice Fee
Year 1	9/23/2021	$45,895
Year 2	9/23/2022	$47,270
Year 3	9/23/2023	$48,690

Client understands and agrees that there may from time to time be incidental costs not included in the Service Fee set forth above (''Additional Services''). Such Additional Services may include purchased database access, panel costs, survey incentives, translation costs, infographic development costs, postage/printing for mass mailings, etc. With prior written approval, Client agrees to pay for all such Additional Services to either Hanover or directly to such third-party vendor if requested. If Additional Services are estimated to cost more than $5,000, Client shall either (1) contract directly with the third-party vendor(s) for such Additional Services, or (2) pre-pay to Hanover the estimated costs for the Additional Services prior to the project kick-off.

Confirmation
Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

Anaheim Union High School District

Signature: _____

Date: _____

Hanover Research Council LLC

Signature: _____

Date: 7/16/21

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-2022

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2021-2022

CONTRACT NUMBER: _____

LEA: _____

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into this _____ day of _____,2021, between the _____District (hereinafter referred to as "District" or local educational agency "LEA") and _____ (hereinafter referred to as "CONTRACTOR") for the purpose of providing special education and/or related services to District students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement, does not commit the District to pay for special education and/or related services provided to any District student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, the ISA shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of an LEA student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent, authorized by LEA for a transfer student pursuant to California Education Code section 56325, or otherwise authorized by LEA without a signed IEP, LEA is not responsible for the costs associated with nonpublic school placement or nonpublic agency services until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement or nonpublic agency services is appropriate, and the IEP is signed by the LEA student's parent.

2. CERTIFICATIONS AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq. and within the professional scope of practice of each provider's license, certification and/or credential. In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special

education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of California and provides services to LEA students in such out-of-state program, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

A current copy of CONTRACTOR's licenses and nonpublic school/agency certifications, or a validly issued waiver of any such certification, must be provided to LEA on or before the date this Master Contract is executed by CONTRACTOR. CONTRACTOR must immediately (and under no circumstances longer than three (3) calendar days) notify LEA if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or subject to a pending administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. If any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract, this Master Contract shall terminate as of the date of such action.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program, constitutes a breach of the Master Contract and may result in the termination of this Master Contract by the LEA and/or suspension or revocation of CDE certification.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total class size shall be limited to capacity as stated in Section 24 of the Master Contract.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations including but not limited to the provision of special education and/or related services, facilities for individuals with exceptional needs, pupil enrollment, attendance and transfer, corporal punishment, pupil discipline, and positive behavioral interventions.

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract, and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2022 (Title 5 California Code of Regulations Section 3062(d)). In the event a Master Contract is not renegotiated by June 30th, the parties shall have 90 days from July 1 of the new fiscal year to consummate the contract. (Education Code Section 56366(c)). No Master Contract will be offered unless and until all of the contracting

requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA. Requests for renegotiation of any rate, including but not limited to, related services for the subsequent contract year, are to be submitted in writing to Orange County Department of Education, Special Education Division, 200 Kalmus Drive, P.O. Box 9050, Costa Mesa, CA 92628-9050 prior to January 31, 2022.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement which is incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with all information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to the LEA, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to the LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by the LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety (90) calendar day period, all payments shall cease until such time as the new Master Contract is signed. (California Education Code sections 56366(c)(1) and (2).) In the event that this Master Contract expires or terminates, CONTRACTOR and LEA shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the direction of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This Master Contract shall include an ISA developed for each LEA student for whom CONTRACTOR is to provide special education and/or related services. An ISA shall be substantially similar in form and content to the ISA set forth in Exhibit B, attached hereto and incorporated herein by reference. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366(a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students.

Any and all changes to a LEA student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Master Contract, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA (California Education Code sections 56366(a)(5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise. CONTRACTOR shall abide by the "stay-put" requirement of state and federal law when placement in an interim alternative educational setting is made by the LEA or OAH consistent with 20 U.S.C. section 1415(k)(1). CONTRACTOR shall adhere to all the LEA requirements concerning changes in placement.

Disagreements between the LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). Nothing herein shall limit LEA or CONTRACTOR from engaging in alternative dispute resolution. CONTRACTOR disagrees with the language of Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its rights to challenge that provision.

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education, including its officers, agents, and employees and as identified in Paragraph 1 above.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services, and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 5 of the California Code of Regulations sections 3064 and 3065, or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code. Nothing in this definition shall be construed as restricting the activities of services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations.

e. The term "license" means a valid nonexpired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services, including but not limited to mental health and board and care services at a residential placement, or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate

that are equivalent to a license, shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

f. Parent means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child; a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, including a responsible adult appointed for the child in accordance with Welfare and Institutions Code sections 361 and 726; an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare; a surrogate parent;, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Title 34 of the Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Master Contract shall be in writing. Notices shall be mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee. E-mail notifications may be used provided that a hard copy is also mailed by first class mail deposited with the United States Postal Service or delivered by hand and shall be effective as of the date of receipt by addressee via first class mail or hand delivery.

All notices mailed to the LEA shall be addressed to the person, or his/her designee as indicated on Exhibit C, attached hereto and incorporated herein by reference. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to

record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); notification of injury; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each LEA student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log needs to record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records within five (5) business days following the date of request by parent or LEA, consistent with Education Code sections 49069 and 56504. CONTRACTOR agrees, in the event of school or agency closure, to forward all records within five (5) business days to LEA. These shall include, but not limited to, current transcripts, IEP/ISPs, behavior emergency reports (BER), incident reports, notification of injury and all other reports. CONTRACTOR acknowledges and agrees that all student records maintained by CONTRACTOR as required by state and federal laws and regulations are the property of LEA and must be returned to LEA without dissemination to any other entity.

10. SEVERABILITY CLAUSE

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA in writing within thirty (30) calendar days of any change of ownership or change of corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Orange County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. If the parties cannot agree on such modifications or amendments, this Master Contract may be terminated in accordance with Paragraph 14.

14. TERMINATION

This Master Contract or an Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the Master Contract or ISA unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the Master Contract for cause, either party shall give twenty (20) days prior written notice to the other party (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to the LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, except as specified above in Paragraph 5. CONTRACTOR or the LEA may also terminate an individual ISA for cause. To terminate the ISA, either party shall also give twenty (20) days prior written notice to the other.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Agreement:

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with minimum limits as follows:

$2,000,000 per occurrence
$ 5,000 medical expenses
$1,000,000 personal & advertising injury
$4,000,000 general aggregate

B. **Sexual Abuse or Molestation Liability,** with minimum limits as follows:
$5,000,000 sexual abuse or molestation per occurrence for NPS/RTC
$3,000,000 sexual abuse or molestation per occurrence for NPS
$3,000,000 sexual abuse or molestation per occurrence for NPA

Sexual abuse or molestation limits shall be separate and in addition to the limits required in sections A, C and E.

The definition of abuse shall include, but not be limited to, physical abuse, such as sexual or other bodily harm, and non-physical abuse, such as verbal, emotional or mental abuse, any actual, threatened or alleged act, and errors, omissions, or misconduct related to abuse.

C. **Auto Liability Insurance.** To the extent vehicles, other than buses, are used to transport students, such vehicles shall have liability coverage of not less than $1,000,000 million per occurrence combined single limit.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as an approved service location by the LEA, CONTRACTOR must comply with State of California auto insurance requirements and maintain liability coverage with minimum limits of $1,000,000 combined single limit per occurrence.

If CONTRACTOR uses a bus to transport students, minimum limits of liability shall be $10,000,000 combined single limit per occurrence.

D. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits
Part B - $1,000,000/$1,000,000/$1,000,000 Employers Liability

E. **Errors & Omissions (E & O)/Malpractice (Professional Liability**) coverage with the following limits:

$2,000,000 per occurrence or, if claims-made, per claim
$4,000,000 general aggregate

If provided on a claims-made basis, this Professional Liability policy shall provide extended reporting period coverage for claims made within three years after termination of this Agreement.

F. The minimum insurance limit requirements may be satisfied with a combination of primary and excess insurance, to satisfy the minimum insurance requirements of the Master Contract. Acceptable excess policies should be either Excess Following Form (i.e., subject to all of the terms and conditions of the policy beneath it) or Umbrella Liability coverage limits that satisfy the minimum limits expressed above in A, B, and E.

G. CONTRACTOR, upon execution of this Master Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and endorsements evidencing such coverage. The certificate of insurance shall include a thirty (30) day non-renewal, cancellation or modification notice provision. The Commercial General Liability, Automobile Liability and any Excess Following Form or Umbrella (excluding Professional/E&O) policies shall name the LEA, District's Board of Education, agents, employees and volunteers as additional insureds on all insurance policies and premiums shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge. The Workers' compensation coverage shall include WAIVER OF SUBROGATION endorsements which provide that the insurer or self-insurer shall waive its right of subrogation against the LEA, District's Board of Education, and its officers, directors, employees, volunteers, and agents with respect to any losses paid under the terms of the policies.

H. Unless CONTRACTOR is insured under the California Private Schools Self Insurance Group (CAPS SIG) or a similar self-insurance group, any deductibles or self-insured

retentions above $100,000 must be declared to and approved by the LEA. At its option, the LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees or (b) procure a bond guaranteeing payment of losses and related investigation.

I. For any claims related to the services provided by CONTRACTOR, the CONTRACTOR's insurance coverage shall be primary insurance as respects the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it. Coverage for all liability coverage parts shall include defense and expense costs outside of the coverage limits.

J. All Certificates of Insurance shall reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

K. The insurance requirements required herein shall not be deemed to limit CONTRACTOR's liability relating to the performance under this Agreement. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification and harmless provisions of this Master Contract. CONTRACTOR understands and agrees that, notwithstanding any insurance, CONTRACTOR's obligation to defend, indemnify and hold harmless LEA in accordance with this Master Contract is for the full and total amount of any damage, injuries, loss, expense, costs, or liabilities caused by or in any manner connected with or attributed to the acts or omissions of CONTRACTOR, its directors, officers, agents, employees, subcontractors, guests or visitors, or the operations conducted by CONTRACTOR, or the CONTRACTOR's use, misuse, or neglect of the LEA's premises.

L. CONTRACTOR shall require that all subcontractors meet the requirements of this Section and the indemnification Section of this Agreement unless otherwise agreed in writing by the LEA.

If the LEA or CONTRACTOR determines that changes in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless LEA and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by CONTRACTOR or its directors, officers, agents, employees, volunteers or guests arising from CONTRACTOR's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, LEA shall defend, indemnify and hold harmless CONTRACTOR and its directors, officers, agents, employees and guests against any claim or demand arising from any actual or alleged act, error, or omission by LEA or its directors, officers, agents, employees, volunteers or guests arising from LEA's duties and obligations described in this Agreement or imposed by law.

17. INDEPENDENT CONTRACTOR

Nothing herein contained shall be construed to imply a joint venture, co-principal, partnership, principal-agent, employer-employee, or co-employer relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR based on any acts or omissions of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that determination. If CONTRACTOR is determined to be a partner, joint venture, co-principal, employer, or co-employer of the LEA based on any acts or omissions of LEA, LEA shall indemnify and hold harmless the CONTRACTOR from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that determination.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. CONTRACTOR's written notification shall include the specific special education and/or related service to be subcontracted, including the corresponding hourly rate or fee. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts unless written approval for any change is first obtained by the LEA. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including but not limited to, transportation) for any LEA student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. LEA may request that the certificates and endorsements be completed on forms provided by the LEA. All certificates and endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA and the LEA/District Board of Education, agents, employees and volunteers as additional insured. If LEA does not approve the subcontractor's insurance, the LEA shall provide CONTRACTOR notice within fifteen (15) days.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance shall reference the LEA contract number, name of the school or agency submitting the certificate, indication if nonpublic school or nonpublic agency, and the location of the school or agency submitting the certificate. In addition, all sub-contractors must meet

the requirements as contained in Section 45 (Clearance Requirements) and Section 46 (Staff Qualifications) of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to the LEA, upon request, a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. This can be provided via e-mail to the SELPA Director of the LEA. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with the LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042, Government Code section 1090 et seq., including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education Code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and the LEA otherwise agree in writing, the LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a LEA student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the LEA student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the LEA student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the LEA student is performed or a report is prepared in the normal course of the services provided to the LEA student by CONTRACTOR. To avoid a conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the District agrees to fund. When no other appropriate assessor is available, the LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of race, ethnicity, color, religion, sex, gender, pregnancy, gender identity, sexual orientation, national origin, immigration status, age, disability, or any other classification protected by federal or state law.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the LEA student's IEP and as specified in the ISA. If CONTRACTOR is a nonpublic school,

CONTRACTOR shall not accept a LEA student if it cannot provide or ensure the provision of the services outlined in the student's IEP.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student's IEP and ISA. If an IEP team determines that a LEA student requires an assistive technology device based on an assessment, or requires low incidence equipment for eligible students with low incidence disabilities, LEA shall provide such assistive technology device or low incidence equipment when specified in the student's IEP and ISA, and if necessary, provide training on the use of the device/equipment. Such device/equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the device/equipment is no longer needed or when the student is no longer enrolled in the nonpublic school.

CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Master Contract). CONTRACTOR may charge a LEA student's parent(s) for services and/or activities not necessary for the LEA student to receive a free appropriate public education after: (a) verification that any such charge or fee is not a "pupil fee" under Education Code section 49010 et. seq.; (b) written notification to the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities; and (c) receipt by the LEA of the written notification and a written acknowledgment signed by the LEA student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA guidelines as well as all California state laws, regulations and guidelines prohibiting pupil fees, deposits or other charges.

Voluntary services and/or activities not necessary for the LEA student to receive a free appropriate public education shall not interfere with the LEA student's receipt of special education and/or related services as specified in the LEA student's IEP and ISA unless the LEA, CONTRACTOR and parent agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq. and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the LEA student's IEP and ISA. LEA students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (CCSS) and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling. CONTRACTOR's general program of instruction shall be described in writing and a copy provided to LEA prior to the effective date of this Master Contract.

When CONTRACTOR serves LEA students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements including the graduation requirements for pupils in foster care, pupils who are homeless or former juvenile court school pupils as set forth in Education Code section 51225.1. CONTRACTOR shall not award a high school diploma to LEA students who have not successfully completed all of the LEA's graduation requirements unless otherwise permitted by law.

When CONTRACTOR serves LEA students in grades seven (7) through twelve (12) and issues pupil identification cards to LEA students, such pupil identification cards shall include the National Suicide Prevention Lifeline telephone number and may also include the Crisis Text Line and/or a local suicide prevention hotline telephone number as required by Education Code section 215.5.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to the LEA a written description of the services and location provided prior to the effective date of this Master Contract. Contractors providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff consistent with the requirements set forth in Education Code section 56520 et seq. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to LEA students at like grade level as required by Education Code section 46000 et seq. unless otherwise specified in the LEA student's IEP and ISA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to LEA students attending LEA schools in like grade levels unless otherwise specified in the LEA student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students unless CONTRACTOR and the LEA agree otherwise, in writing. In the event of an LEA student experiencing excessive absenteeism or not regularly attending school, CONTRACTOR may provide written notice to each LEA with a student enrolled in that specific classroom of CONTRACTOR that the class size in that classroom will increase above 12 students but shall not exceed 14 students, for a period not to exceed 60 calendar days.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA a school calendar with the total number of billable days not to exceed 180 days, plus up to twenty (20) extended school year billable days unless otherwise specified in the LEA student's IEP/IFSP and ISA. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as the LEA and shall identify the dates of observance on its school calendar submitted to the LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of the LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA, all data related to students who are served by the CONTRACTOR. This shall include any and all data related to any section of this Master Contract, including but not limited to student information, student discipline and billing information. The specific format of the data to be provided shall be determined between the LEA and CONTRACTOR. CONTRACTOR shall not enter into a contract with a third party for the purpose of providing cloud-based services including but not limited digital storage, management and retrieval of pupil records or to provide digital educational software that authorizes such third party to access, store, and use pupil records, unless CONTRACTOR has obtained prior written authorization from LEA in compliance with Education Code section 49073.1.

The LEA may provide the CONTRACTOR with approved forms and/or format for such data, including but not limited to, forms developed by CDE, approved electronic IEP systems, invoicing, attendance reports, and progress reports. The LEA may approve use of CONTRACTOR-provided forms at LEAs discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and the LEA shall both follow policies and procedures that support Least Restrictive Environment ("LRE") options (and/or dual enrollment options if available and appropriate) for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

LRE placement options shall be addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services and goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommendations and/or activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, CONTRACTOR shall, in accordance with Education Code section 60640 et. seq. administer all Statewide assessments within the California Assessment

of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the English Language Proficiency Assessments for California ("ELPAC"), as appropriate to the student, and mandated by LEA pursuant to LEA guidelines as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such Statewide assessments.

When CONTRACTOR is a nonpublic school, CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR's qualified staff; CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA. Contractor shall report the test results to the CDE as required by Education Code section 56366(a)(8)(A).

Where CONTRACTOR is a nonpublic school, CONTRACTOR shall administer all statewide achievement tests as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations, unless LEA notifies CONTRACTOR that it will administer such assessments.

29. DISTRICT MANDATED ATTENDANCE AT MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing. The LEA shall provide CONTRACTOR with reasonable advanced notice of mandated meetings. Attendance at such meetings shall not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS

CONTRACTOR shall comply with the requirements of Education Code sections 49005 et seq., 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding positive behavior interventions including, but not limited to: the completion of functional behavioral assessments; the development, implementation, monitoring, supervision, modification, and evaluation of behavior intervention plans; emergency interventions and the prohibitions on the use of restraints and seclusion. CONTRACTOR shall notify the parent/guardian, residential care provider (if appropriate) and LEA within one (1) school day of any behavior incident including when an emergency intervention is used or serious property damage occurs as well as provide LEA with a copy of the behavioral emergency report. It is understood that the LEA may require additional requirements for staff qualifications beyond what is required in Title 5 of the California Code of Regulations sections 3064 and 3065. Such requirements will be provided in writing to CONTRACTOR prior to entering into an ISA for a LEA student. Failure to maintain adherence to staff qualification requirements shall constitute sufficient cause for contract termination. CONTRACTOR shall provide the LEA with all training protocols for behavior intervention staff who do not possess a license, credential or recognized certification as part of their Master Contract application. CONTRACTOR shall provide certification to LEA, upon request, that all behavior aides who do not possess a license, credential or other recognized certification have completed required training protocols within ten (10) days of the start of providing behavior intervention services to a LEA student. Failure to do so shall constitute sufficient cause for termination.

CONTRACTOR shall designate an individual employed, contracted, and/or otherwise hired by CONTRACTOR as a behavior case manager who is qualified, and responsible for the design,

planning and implementation of behavior interventions in accordance with state law. CONTRACTOR shall maintain a written policy in compliance with Education Code section 56520 et seq. and applicable provisions of Title 5 of the California Code of Regulations regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within thirty (30) days of any new hire.

CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of such trainings and provide written verification of the trainings annually to LEA and upon request.

CONTRACTOR shall not authorize, order, consent to, or pay for any of the following prohibited interventions, or any other intervention similar to or like the following: (a) any intervention that is designed to, or likely to, cause physical pain, including but not limited to, electric shock; (b) releasing noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the LEA student's face; (c) any intervention which denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (d) any intervention which is designed to subject, used to subject, or likely to subject the LEA student to verbal abuse, ridicule, or humiliation, or which can be expected to cause excessive emotional trauma; (e) restrictive interventions which employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used as a limited emergency intervention by CONTRACTOR's trained and qualified personnel as allowable by applicable law and regulations; (f) locked seclusion except as allowable by applicable law and regulations; (g) any intervention that precludes adequate supervision of the LEA student; and (h) any intervention which deprives the LEA student of one or more of his or her senses, pursuant to Education Code section 56521.2.

In the event CONTRACTOR places a pupil in seclusion as defined in Education Code section 49005.1, CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion as set forth in Education Code section 49005.8. CONTRACTOR shall also comply with all requirements of Education Code section 49005 et seq., in the event a restraint or prone containment is used on a pupil. CONTRACTOR shall also comply with the reporting requirements set forth in Education Code section 49006 regarding the reporting of the use of restraints and seclusion of pupils using forms developed by the California Department of Education or as otherwise agreed to by CONTRACTOR and LEA.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. CONTRACTOR shall provide LEA, on a monthly basis, a written report of all disciplinary actions for LEA students, including incidents that result in "other means of correction", suspension and/or expulsion of any LEA student, including all statutory offenses described in Education Code sections 48900 and 48915,using forms developed by the California Department of Education or as otherwise mutually agreed by CONTRACTOR and LEA. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.Wrtitten notification shall be provided to the LEA as designated in Exhibit C.

When CONTRACTOR seeks to remove a LEA student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the

LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the LEA student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the LEA student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension. CONTRACTOR shall notify LEA representatives of the need for an IEP team meeting when a manifestation determination will be considered.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school and/or by the nonpublic agency; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366(a)(2)(B)(i) and (ii).) If an LEA student is enrolled in the nonpublic school pursuant to a lawfully executed agreement between the LEA and parent, it shall be the responsibility of the LEA to notify CONTRACTOR in writing (1) when or whether an IEP meeting will be held, (2) whether placement in the nonpublic school should be documented as part of an IEP, and (3) the start date and, if known, the end date for services to be provided by CONTRACTOR to LEA student.

If a LEA student is to be transferred from a nonpublic school setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and the LEA shall participate in all IEP team meetings regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, a parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to the parent(s), the CONTRACTOR and the LEA. CONTRACTOR shall provide to the LEA any and all assessments (including testing protocols) and written assessment reports created by CONTRACTOR and any of its agents or subcontractors, upon request. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

If the CONTRACTOR or LEA is unable to convince the parent or guardian that he or she should attend the IEP, CONTRACTOR shall maintain a written record of its attempts to arrange a mutually agreed-upon time and place. The CONTRACTOR and LEA shall also take any action necessary to ensure that the parent or guardian understands the proceedings at a meeting, including arranging for an interpreter.

Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Master Contract may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of considering a change in the student's placement. Student is entitled to remain in the last agreed upon

and implemented placement unless parent agrees otherwise or unless an interim alternative educational placement is deemed lawful and appropriate by the LEA or OAH.

33. SURROGATE PARENTS

CONTRACTOR shall comply with state and federal laws and regulations regarding assigning surrogate parents to LEA students.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including alternative dispute resolution, mediations and hearings, as requested by the LEA. CONTRACTOR shall also fully participate in the investigation of any complaint filed with the State of California, the Office for Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/IFSP as well as directing CONTRACTOR staff to be available to obtain information and/or prepare for an investigation or due process hearing.

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of LEA students with appropriate information (including complaint forms) for the following: (1) Special Education Compliance Compliant procedures pursuant to Title 5 of the California Code of Regulations section 3200 et seq.; (2) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (3) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960(a); (4) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (5) Student Grievance Procedure pursuant to Title IX 34 CFR sections 106.8(a)(d) and 106.9 (a); and (6) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to any LEA student and provide LEA with all documentation related to the complaint(s) and/or CONTRACTOR's investigation of complaints, including any and all reports generated as a result of an investigation.

36. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless the LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s).

CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre-/post-tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request copies of such data at any time within five (5) years of the date of service. CONTRACTOR agrees to maintain the information for at least five (5) years and also shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

CONTRACTOR is responsible for all assessment costs regarding the updating of goals and objectives, progress reporting and the development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For nonpublic agency services, supervision provided by a qualified individual as specified in Title 5 of the California Code of Regulations section 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the LEA student's parent(s) or LEA for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings, unless the LEA agrees in writing prior to the completion of any work. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon LEA student transfer, for LEA students in grades nine (9) through twelve (12) inclusive. CONTRACTOR shall submit all transcripts to the LEA Director of Special Education for evaluation of progress toward completion of diploma requirements as specified by LEA.

38. LEA STUDENT CHANGE OF RESIDENCE

Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the LEA student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents. Within five (5) school days from the date CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR shall notify the LEA, in writing, of the LEA student's change of residence and whether the student's IEP provides for an assistive technology device for use outside of the school setting. If the student's IEP provides an assistive technology device for use outside of the school setting then the student shall continue to be provided an assistive technology device for use outside the school setting until alternative arrangements are made or until two (2) months have elapsed from the date the student ceased to be enrolled in the LEA, whichever occurs first (Education Code section 56040.3).

If CONTRACTOR had knowledge or should reasonably have had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this

provision, the LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

39. WITHDRAWAL OF LEA STUDENT FROM PROGRAM

CONTRACTOR shall immediately report, by telephone and e-mail, to the LEA Representative responsible for overseeing nonpublic schools and nonpublic agencies, and any other required representative from the California Department of Education, when a LEA student is withdrawn from school and/or services. CONTRACTOR shall confirm such telephone call in writing via e-mail or other written notification to the LEA Director of Special Education and submit to the LEA and the Department of Education, if required, within five (5) business days of the withdrawal.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to LEA students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and LEA student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR, if operating a program with a residential component, shall cooperate with a parent's reasonable request for LEA student visits in their home during, but not limited to, holidays and weekends. CONTRACTOR shall ensure that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on a LEA public school campus, CONTRACTOR shall comply with Penal Code section 627.1 et seq., as well as all other LEA and campus-specific policies and procedures regarding visitors to/on school campuses. CONTRACTOR shall be responsible for the purchase and provision of the supplies and assessment tools necessary to implement the provision of CONTRACTOR services on LEA public school campuses.

It is understood that the public school credentialed classroom teacher is responsible for the educational program.

It is understood that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the Master Contract.

CONTRACTOR, if providing services in a student's home as specified in the ISA, shall assure that at least one parent of the child or an adult caregiver with written and signed authorization to make decisions in an emergency is present during the provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the nonpublic school/nonpublic agency service provider. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

42. LICENSED CHILDREN'S INSTITUTION CONTRACTORS

If CONTRACTOR is a licensed children's institution, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code sections 56366(a)(2)(C) and 56366.9, Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 44 below.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to the LEA, on a quarterly basis, a list of all LEA students, including those identified as eligible for special education. For those identified special education students, the list shall include: 1) special education eligibility at the time of enrollment; and 2) the educational placement and services specified in each student's IEP at the time of enrollment.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between the LEA and parent, the LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the LEA student's parent or another adult with educational decision-making rights.

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550. CONTRACTOR shall provide LEA with at least 30 days prior written notice of any change in its status under the National School Lunch Program/State Meal Mandate and shall work collaboratively with LEA to ensure that each eligible student receives required meals.

44. MONITORING

When CONTRACTOR is a nonpublic school, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and CONTRACTOR, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to CONTRACTOR before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow representatives from the LEA access to its facilities for the purpose of monitoring each LEA student's instructional program. LEA shall have access to observe each LEA student at work, observe the instructional setting, interview CONTRACTOR, and review each LEA student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI, the LEA or its SELPA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall fully participate in any LEA and CDE compliance review, including any On-Site and Self Review and if applicable, District Validation Review. This review will address programmatic aspects of the nonpublic school/agency, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall complete and submit a Nonpublic School/Agency Self-Review Assessment submitted as specified by the LEA. CONTRACTOR shall conduct any follow-up or corrective action procedures requested by LEA or CDE related to such compliance review.

CONTRACTOR understands that the LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card in accordance with California Education Code section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code section 44237, 35021.1, 35021.2 and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for all of CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers who will have or likely may have direct contact with LEA students shall not come in contact with LEA students until both CDOJ and FBI clearance are ascertained. CONTRACTOR shall further certify in writing to the LEA that none of its employees, volunteers, or subcontractors who will have or likely may have any direct contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California

Education Code section 44237(i) or (j). Clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or provide related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold to render the service consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r),3051, 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

Only those nonpublic, nonsectarian schools or agencies located outside of California that employ staff who hold a current valid credential or license to render special education and related services as required by that state shall be eligible to be certified.

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a nonpublic school, the administrator of the nonpublic school shall hold or currently be in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities; (B) A pupil personnel services credential that authorizes school counseling or psychology; (C) A license as a clinical social worker issued by the Board of Behavioral Sciences; (D) A license in psychology regulated by the Board of Psychology;(E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation;(F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator;(G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences;(H) A license as an educational psychologist issued by the Board of Behavioral Sciences; or (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to Federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including, but not limited to instructional aides and teacher assistants, employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or higher) degree; or met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a CDE certified NPS program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and

designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. CALSTRS OR PERS RETIREMENT REPORTING

CONTRACTOR understands that the LEA is required to report all monies paid under this agreement to the local county office of education or as otherwise required by law. Neither LEA nor CONTRACTOR shall have a duty to monitor wages of CalSTRS or PERS retirees to ensure that their earnings are within the limitation prescribed by these or any other retirement system. Neither LEA nor CONTRACTOR shall be liable if CONTRACTOR'S agent(s), officer(s) or employee(s) exceeds a retirement system's earnings limitation and is reinstated to employment or required to repay retirement benefits. CONTRACTOR agrees to cooperate with LEA should any notices be provided under this provision.

48. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to the LEA a staff list, and copies of all current and required licenses, certifications, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by CONTRACTOR and all individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. The LEA may file all licenses, certifications, credentials, permits or other documents with the office of the County Superintendent of Schools. CONTRACTOR shall notify the LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, certifications, credentials, permits and/or other documents for CONTRACTOR and all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall immediately, and in no circumstances longer than five (5) business days, provide to the LEA updated information regarding the status of licenses, certifications, credentials, permits and/or other documents of any known changes. Failure to provide properly qualified personnel to provide services as specified in a LEA student's IEP shall be cause for termination of the Master Contract.

49. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for his/her student. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided.

CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and an authorized LEA representative.

50. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or nonpublic agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the instructional program, and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

For services provided outside of a pupil's school or in a pupil's home, as specified in the IEP, CONTRACTOR shall ensure that at least one parent of the pupil or an LEA-approved responsible adult is present during the provision of services. As used in this provision, the term "services" shall not apply to field trips or community based instruction taking place outside of the school. All problems and/or concerns reported to parents, both verbal and written shall also be reported to the LEA.

HEALTH AND SAFETY MANDATES

51. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et seq., 49406, and Health and Safety Code section 121525 regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to the LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with an LEA student.

CONTRACTOR shall comply with OSHA Blood Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

52. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to LEA students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities is required to comply with applicable federal, state, and

local laws, regulations, and ordinances. CONTRACTOR shall maintain a school site safety plan incorporating disaster procedures, routine and emergency crisis response plan, including adaptations for pupils with disabilities.

53. ADMINISTRATION OF MEDICATION

Unless otherwise set forth in the student's ISA, CONTRACTOR shall comply with the requirements of California Education Code section 49423 and Title 5 of the California Code of Regulations section 600 et seq. when CONTRACTOR serves a LEA student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the LEA student with the administration of such medication after the LEA student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the LEA student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to the LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each LEA student to whom medication is administered. Such written log shall specify the LEA student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with student's physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

54. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA representative specified on Exhibit C, attached hereto and incorporated herein, including any behavior incident or behavior emergency intervention. LEA may specify procedures to be implemented by CONTRACTOR or forms to be submitted by CONTRACTOR related to accident or incident reporting.

CONTRACTOR shall notify LEA in writing, of any pupil-involved incident in which law enforcement was contacted. CONTRACTOR shall provide such written notice no later than one (1) business day after the incident occurred in accordance with Education Code section 56366.1(i).

55. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

56. SEXUAL HARASSMENT/DISCRIMINATION

CONTRACTOR shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

57. REPORTING OF MISSING CHILDREN

CONTRACTOR assures the LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

58. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the children enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedure as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the LEA student's IEP and ISA which are provided on billable days of attendance. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program and each related service. Original attendance forms (for example, roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by the LEA during the effective period of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to the LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents may be submitted electronically if requested by LEA and CONTRACTOR has the systems in place to generate the requested documents. The LEA may designate forms for use by CONTRACTOR when submitting invoices. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the ISA or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of the nonpublic school/nonpublic agency administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this Master Contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and the name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this Master Contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this Master Contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by the LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six months after the close of the fiscal year unless approved by the LEA to resolve billing issues including rebilling issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than 12 months from the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

59. RIGHT TO WITHHOLD PAYMENT

The LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this Master Contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received, prior to school closure or contract termination, all documents concerning one or more LEA students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA with five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that are not received by six months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by the LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the

individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date of the violation occurred and until the violation is cured; or (f the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student.

If the LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for the LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for the LEA's withholding payment, submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, the LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to the LEA specifying the reason it believes payment should not be withheld. The LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason the LEA believes payment should not be made. If the LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the Orange County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c)(2). CONTRACTOR disagrees with the language of California Education Code section 56366(c)(2), and nothing herein shall constitute a waiver by CONTRACTOR of its right to challenge that provision.

60. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify the LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students. Upon request, CONTRACTOR shall provide to the LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually thereafter.

61. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time. The LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute. The LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in LEA student's IEP or ISA.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10^{th}) cumulative day of the LEA student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. The LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. The LEA shall not be responsible for payment of DIS or related services for days on which a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in section seven (7) of this Agreement and as determined by the LEA) substitute, unless the LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. The LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and the LEA. In the event services were not provided, reasons for why the services were not provided shall be included. In the event of a service provider absence for Behavior Intervention Implementation services provided at the school site, services shall not be deemed eligible for make up.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a LEA student no later than the fifth consecutive service day of the student's absence. The LEA shall not be responsible for the payment of services when a student is absent.

62. LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by the LEA in accordance with Education Code section 41422 and 46392 except for physical school closures restricting in-person instruction due to the coronavirus/COVID-19 pandemic:

a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether the LEA is open or closed.

b. In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEPs in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain an alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTACTOR due to CONTRACTOR'S school closure.

If instruction or services, or both, cannot be provided to the student either at school or in person for more than 10 days due to an emergency condition described in Education Code sections 41422 and 46392, CONTRACTOR acknowledges the requirements of Education Code section 56345(a)(9) to provide special education and related services, supplementary aids and services, transition services (as applicable) and ESY (as applicable) as specified in the IEP. When the emergency school closure has ended, CONTRACTOR shall notify the LEA of any lost instructional minutes. CONTRACTOR and LEA shall work collaboratively to determine the need for make up days or service changes, and shall work together to amend the student's IEP and ISA as appropriate.

For any physical school closure in which in-person instruction is restricted due to the coronavirus/COVID-19 pandemic, CONTRACTOR shall provide instruction in accordance with Education Code section 56345(a)(9) and Exhibit D, attached hereto and incorporated herein.

63. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide the LEA access to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and rollbooks of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social

security numbers (last four digits unless otherwise required), dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by the LEA. CONTRACTOR shall make available to the LEA all budgetary information including operating budgets submitted by CONTRACTOR to the LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of the LEA or CONTRACTOR's offices at all reasonable times and without charge. All records shall be provided to the LEA within five (5) working days of a written request from the LEA. CONTRACTOR shall, at no cost to the LEA, provide reasonable assistance for such examination or audit. The LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to the LEA upon request by the LEA.

If an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes the LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, the LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and the LEA otherwise agree in writing, CONTRACTOR shall pay to the LEA the full amount owed as result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by the LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to the LEA within thirty (30) days of receipt of the LEA's written notice demanding payment.

64. RATE SCHEDULE

The rate schedule attached hereto as Exhibit A and incorporated herein by reference, limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in Paragraph 23 above and Education Code section 46000 et seq.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

65. DEBARMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies that:

(a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Master Contract by and through their duly authorized agents or representatives. This Master Contract is effective on the 1st day of July 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provide herein.

CONTRACTOR,	LEA, Anaheim Union High School District
Nonpublic School/Agency	
By: _____	By: 7/16/21
Signature Date	Signature Date
_____	Dr. Jaron Fried, Assistant Superintendent
Name and Title of Authorized Representative	Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Name

Nonpublic School/Agency/Related Service Provider

Address

City State Zip

Phone Fax

Email

Notices to LEA shall be addressed to the designees as set forth on Exhibit C

EXHIBIT A: 2021-2022 RATES

CONTRACTOR _____ **CONTRACTOR NUMBER** _____ **2021-2022**
(**NONPUBLIC SCHOOL OR AGENCY**) (CONTRACT YEAR)

Per CDE Certification, total enrollment may not exceed _____ **If blank, the number shall be as determine by CDE Certification.**

Rate Schedule. This rate schedule limits the number of LEA students that may be enrolled and the maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Special education and/or related services offered by CONTRACTOR, and the charges for such educational and/or related services during the term of this contract shall be as follows:

Payment under this contract may not exceed _____
Total LEA enrollment may not exceed _____

	Rate	Period
A. Basic Education Program/Special Education Instruction		
Basic Education Program/Dual Enrollment		

Per diem rates for LEA students whose IEPs authorize less than a full instructional day may be adjusted proportionally.

B. Related Services

(1)	a. Transportation – Round Trip		
	b. Transportation – One Way		
	c. Transportation – Dual Enrollment		
	d. Public Transportation		
	e. Parent*		
(2)	a. Educational Counseling – Individual		
	b. Educational Counseling – Group of ____		
	c. Counseling – Parent		
(3)	a. Adapted Physical Education – Individual		
	b. Adapted Physical Education – Group of ____		
	c. Adapted Physical Education – Group of ____		
(4)	a. Language and Speech Therapy – Individual		
	b. Language and Speech Therapy – Group of 2		
	c. Language and Speech Therapy – Group of 3		
	d. Language and Speech Therapy – Per diem		
	e. Language and Speech – Consultation Rate		
(5)	a. Additional Classroom Aide – Individual (must be authorized on IEP)		
	b. Additional Instructional Assistant – Group of 2		
	c. Additional Instructional Assistant – Group of 3		
(6)	Intensive Special Education Instruction**		
(7)	a. Occupational Therapy – Individual		
	b. Occupational Therapy – Group of 2		
	c. Occupational Therapy – Group of 3		
	d. Occupational Therapy – Group of 4 - 7		
	e. Occupational Therapy – Consultation Rate		
(8)	Physical Therapy		
(9)	a. Behavior Intervention		
	b. Behavior Intervention – Supervision		
	Provided by: _____		
(10)	Nursing Services		
(12)	Residential Board and Care		
(13)	Residential Mental Health Services		

(14) Other _____

*Parent transportation reimbursement rates are to be determined by the LEA.
**By credentialed Special Education Teacher.

EXHIBIT B

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on _____ or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency(LEA)				**Nonpublic School/Agency**			
Address				**Address**			
City, State Zip				**City, State, Zip**			
LEA Case Manager				**Phone**		**Fax**	
				E-Mail			
Student Last Name		**Student First Name**		**Program Contact Name**			
				Phone		**Fax**	
D.O.B.		**I.D. #**		**E-Mail**			
Grade	**Level**	**Sex**	**( ) M ( ) F**	**Education Schedule – Regular School Year**			
Parent/ Guardian Last Name		**Parent/ Guardian First Name**		**Number of Days**		**Number of Weeks**	
				Education Schedule – Extended School Year			
				Number of Days		**Number of Weeks**	
Address				**Contract Begins**		**Ends**	
City, State, Zip				**Master Contract Approved by the Governing Board on**			
Home Phone		**Business**					

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	**PROVIDER**				**Cost and Duration of Session**	**Number of Sessions per wk/mo/yr**	**Maximum Number of Sessions**		**Estimated Maximum Total Cost for Contracted Period**
	LEA	**NPS**	**NPA**	**OTHER** Specify			**Reg School Year**	**ESY**	
A. BASIC EDUCATION									
B. RELATED SERVICES									
1. Transportation a. Paid to NPS/A b. Reimburse parent									
2. Counseling a. Group b. Individual c. Family									
3. Adapted P.E.									
4. Speech/Language a. Group b. Individual									
5. Occupational Therapy a. Therapy b. Consultation									

B. RELATED SERVICES (cont'd)	Provider				Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	NPA	OTHER Specify			Reg School Year	ESY	
6. Physical Therapy a. Therapy b. Consultation									
7. ABA a. Consult b. Direct c. Supervision d. Assessment									
8. One-to-One Aide									
9. Other									
C. Residential Services 1. Board and Care 2. Mental Health Services									
						TOTAL COST			**$**

ESTIMATED MAXIMUM RELATED SERVICES COST $_____

SPECIALIZED EQUIPMENT/SUPPLIES _____ $_____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS/SPECIALIZED EQUIPMENT/SUPPLIES $ _____

4. Other Provisions/Attachments:

_____

_____

5. Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify _____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON

_____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-	-LEA-
(Name of Nonpublic School/Agency)	(Name of LEA)
(Signature) (Date)	(Signature) (Date)
(Name and Title)	(Name of Superintendent or Authorized Designee)

EXHIBIT C: NOTICES

In accordance with Section 8 of the Master Contract all notices to LEA shall be delivered in the manner specified in Section 8 to the following LEA Representatives:

1. For matters regarding the Administration of the Master Contract, Educational Program, Personnel and Health and Safety mandates, including Incident/Accident Reporting in accordance with Section 54, notices to LEA shall be delivered to:
   [Insert Name]
   [Insert Title] (i.e. SELPA Director/Special Education Director)
   [Insert Address]
   [Insert Phone/Fax]
   [Insert E-mail]

2. For matters regarding the Administration of the Master Contract including Insurance, Financial, including Payments, notices to LEA shall be delivered to:
   [Insert Name]
   [Insert Title] (i.e. Chief Business Official/Director of Fiscal Services)
   [Insert Address]
   [Insert Phone/Fax]
   [Insert E-mail]

3. For matters regarding Behavior Interventions in accordance with Section 30 and Student Discipline in accordance with Section 31, notices to LEA shall be delivered to:
   [Insert Name]
   [Insert Title] (i.e. SELPA Director/Special Education Director)
   [Insert Address]
   [Insert Phone/Fax]
   [Insert E-mail]

EXHIBIT D

SUPPLEMENT TO SECTION 62
LEA AND/OR NONPUBLIC SCHOOL CLOSURES AS A RESULT OF COVID-19

As of mid-March 2020 LEAs in Orange County and most nonpublic schools serving LEA students closed their physical school buildings/campuses for in-person instruction and provided distance learning to students as a result of the novel coronavirus/COVID-19 pandemic in accordance with guidelines issued by the California Department of Education ("CDE"), California Department of Public Health ("CDPH"), and Centers for Disease Control and Prevention ("CDC") as well as Senate Bill 98 ("SB 98") which imposed specific requirements for the provision of distance learning as a condition for receipt of state funding as set forth in Education Code sections 43500 through 43511. The parties acknowledge that the provisions of SB 98 related to distance learning become inoperative on June 30, 2021.

LEA and CONTRACTOR agree that CONTRACOR shall return to full time in-person instruction as of July 1, 2021. LEA and CONTRACTOR further agree in-person instruction shall be conducted in accordance with all CDC, CDPH, and Orange County Health Care Agency ("OCHCA") guidelines regarding the reopening of schools/in-person instruction including but not limited to student/teacher/staff health and safety measures, use of stable groups and classroom space, physical distancing, face coverings, symptom screenings, cleaning/disinfection protocols and procedures for responding to confirmed COVID-19 infections. CONTRACTOR shall provide LEA all written policies, procedures and protocols regarding COVID-19 upon request.

In the event a LEA student requests that CONTRACTOR continue to provide distance learning after June 30, 2021, CONTRACTOR shall notify LEA and coordinate with LEA to convene an IEP team meeting to discuss placement and service options for student.

In the event the state or OCHCA mandate a return to distance learning/remote instruction as a result of COVID-19 during the 2021-2022 school year LEA and CONTRACTOR agree that any change from in-person instruction **shall be agreed to in writing by LEA and CONTRACTOR**.

CONTRACTOR acknowledges that once its school site reopens and in-person instruction resumes, CONTRACTOR will need to review each LEA students' progress during distance learning as of March 2020 and identify any LEA students who may be in need of make-up sessions for related services and/or academic instruction or some other form of additional supports to ensure LEA students continue to make progress on goals/objectives in accordance with their current IEP. CONTRACTOR and LEA shall work collaboratively to determine the need for make-up sessions or additional service and shall work together to collaborate with families and amend IEP/ISAs as appropriate.

Memorandum of Understanding Between

The Orange County Superintendent of Schools

And

"Anaheim Union High School District"

2021-2022

The Orange County Superintendent of Schools, which operates the Division of Special Education Services within the Orange County Department of Education, hereinafter referred to as "OCDE" and the "Anaheim Union High School District," herein referred to as "District," and collectively referred to herein as the "Parties," mutually agree as follows (Agreement):

1. Basis of Agreement

Pursuant to the authority established in Education Code Sections 56195, 56195.1, 56195.3 and 56195.5, OCDE may provide for the education of individual pupils in special education programs who reside in other districts or counties. The OCDE Division of Special Education Services operates the OCDE Special Schools Program to provide special education programs and services to individuals with exceptional needs ages 3 through 22 requiring intensive educational services, including a regional deaf and hard of hearing program. The OCDE Special Schools Program operates on multiple public school sites throughout Orange County designated as preschool, elementary, secondary and adult transition programs. During the COVID-19 pandemic OCDE shall comply with State and local orders and guidelines regarding the reopening of schools for in-person instruction as well as State laws and regulations regarding the provision of distance learning.

2. Term of Agreement

This Agreement is effective for the period beginning July 1, 2021, and ending June 30, 2022.

3. Acknowledgment of Special Education Funding Formula

It is acknowledged that, in accordance with Part 30 of the Education Code, Chapter 7.2, Section 56836 et seq., the California State funding formula for special education programs, services and administration generates an entitlement based on the average daily attendance of pupils in the local education agencies that comprise a Special Education Local Plan Area (SELPA). It is further acknowledged that the SELPA base year calculations for special education funding under Assembly Bill 602 (AB 602) include a dollar amount that is transferred back to the SELPA of residence for pupils served in special education programs prior to implementation of AB 602. The Parties acknowledge that both the distribution of these special education funds and the District's fiscal responsibility for students served outside the SELPA of residence are determined by the Local Plan of the SELPA of residence.

4. Scope of Program and Referral Process to OCDE

OCDE shall conduct special education programs and services for those eligible pupils of the District referred by their Individualized Education Program (IEP) teams when it is jointly determined by the District and OCDE that the pupil's educational needs as specified in the pupil's IEP can be appropriately met by the programs and services operated by OCDE. Prior to offering placement in any OCDE Special Schools Program, the District shall contact the appropriate OCDE Special Schools Principal to discuss a possible referral and the

appropriateness of the OCDE Special Schools Program placement. If the referral seems appropriate, the District shall obtain from the parent authorization to release information to OCDE and submit an OCDE referral packet to the appropriate OCDE Special Schools Principal based on the student's grade and unique needs as well as schedule a visitation with the parent. OCDE referral packets are available on-line and should be submitted electronically through OCDE's secure portal.

Upon review of the referral packet and site visit by parent, the OCDE Special Schools Principal and District representative will coordinate an IEP team meeting for purposes of discussing possible placement in an OCDE Special Schools Program. The OCDE Special Schools Principal or designee, must participate in the District's IEP team meeting in which placement in an OCDE Special Schools Program is being recommended.

OCDE recognizes there may be situations in which the District desires to refer a student to an OCDE Special Schools Program outside of the IEP process, such as a mediation or other alternative dispute resolution process. Prior to offering the OCDE Special Schools Program outside of the IEP process, District shall contact the appropriate OCDE Special Schools Principal to discuss the referral, submit an OCDE referral packet and obtain prior written approval from OCDE before offering placement in an OCDE Special Schools Program.

OCDE shall maintain and provide special education programs for District pupils during the 2021-2022 school year within the administrative parameters established by the Special Education Fiscal Advisory Committee. Class size ranges and student-adult ratios shall be maintained in a manner which allows OCDE to meet the programmatic, health and safety needs of the pupils. Pupils enrolled in an OCDE Special Schools Program shall matriculate within the OCDE Special

Schools Program based on their grade (preschool, elementary, secondary and adult transition programs) as determined by the IEP team.

5. Responsibility of School District of Residence

The District and OCDE acknowledge that the District, as the pupil's district of residence, maintains primary responsibility as the local education agency (LEA) to ensure the pupil receives a free appropriate public education. In the event a pupil referred by the District to an OCDE Special Schools Program moves out of the District, the District shall immediately provide OCDE written notice of the pupil's change in residence, including the new school district of residence. Similarly, OCDE shall immediately notify District in the event a parent reports a change in residence, including the new school district of residence, if known.

6. Annual and Triennial Reviews

The District shall be notified of annual reviews scheduled for its pupils participating in an OCDE Special Schools Program and may provide a representative who will participate in the development of the annual IEP. For initial placement, triennial review, matriculation, recommendation for home instruction, or a change in eligibility or services specified on the current IEP, a District representative who is authorized to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall attend the IEP team meeting. For pupils enrolled in an OCDE Special Schools Program who are participating in a general education program on the school site in the school district where the OCDE Special Schools Program is located (referred to as the "Host District") OCDE will work with the Host District to provide a general education teacher at IEP team meetings. In the event

the Host District is unable to provide a general education teacher for the IEP team meeting, the District agrees to provide a general education teacher unless otherwise waived in writing by the pupil's parent in accordance with the Individuals with Disabilities Education Act (IDEA) and State law. For all other pupils enrolled in an OCDE Special Schools Program, the District agrees to provide a general education teacher at IEP team meetings unless otherwise waived in writing by pupil's parent in accordance with the IDEA and State law. Subject to approval by the pupil's parents, the general education teacher and/or other IEP team participants may use alternative means of meeting participation, such as video conferences and conference calls.

Progress reports relating to goals and objectives in a pupil's IEP shall be sent by OCDE to parents per the pupil's IEP schedule for progress reporting and to the Director of Special Education of the District upon request. When requested by District or parent, an updated report shall be provided if there is no current progress report whenever a pupil is scheduled for an IEP review or when pupil's enrollment in OCDE is terminated.

7. Integration/Inclusion Opportunities

The Host District where OCDE Special Schools Programs operate often provide opportunities for pupils enrolled in an OCDE Special Schools Program to integrate with non-disabled typical peers during the school day. These opportunities are typically in non-core curriculum areas such as physical education, art, music, assemblies, recess and lunch. Some pupils enrolled in an OCDE Special Schools Program will participate in core curriculum activities for a portion of the school day in a program operated by the Host District, however, such pupils are supervised by OCDE staff at all times during such activities. In the event a pupil enrolled in an OCDE Special Schools Program is participating in core curriculum activities in a

program operated by the Host District for more than 50% of the school day, the Host District will be reimbursed for any costs incurred resulting from such pupil's participation, upon OCDE's receipt of appropriate documentation of such costs.

8. Assessments/Independent Educational Evaluations

OCDE and District shall coordinate and collaborate in conducting assessments for pupils participating in an OCDE Special Schools Program. In the event OCDE staff is not available to conduct a requested assessment, OCDE shall notify the District and/or District's SELPA to assist in conducting such assessment(s). In the event a referral is made by a pupil's IEP team or a pupil's parent/guardian for an educationally related mental health services (ERMHS) assessment, OCDE shall immediately notify the District, and the District shall determine how to proceed with the requested ERMHS assessment.

In the event a request is made for an independent educational evaluation (IEE), OCDE shall immediately forward such request to the District and the District, in collaboration with OCDE, shall determine how to respond to the request for an IEE. If the District receives a request for assessment or IEE for a student referred to or enrolled in an OCDE Special Schools Program, the District shall immediately notify OCDE of the request and collaborate with OCDE as to how to respond. OCDE and/or the District may also schedule an IEP team meeting to further discuss the requested IEE or assessment.

9. Pupil Count

A count shall be taken of the number of pupils enrolled in OCDE's Special Schools Program as of the first day of each calendar month, July 1, 2021 through June 1, 2022. A pupil

shall be counted as "enrolled" in an OCDE Special Schools Program on the first day of attendance in the program or fourteen (14) days after the IEP team has met and an approved IEP has been executed for the pupil's educational placement in an OCDE Special Schools Program, whichever occurs sooner. Pupils continuing in an OCDE Special Schools Program from the previous school year shall be counted as "enrolled" on the first school day in September unless written notification of withdrawal is received from either the parent or district of residence. In the event a pupil withdraws from an OCDE Special Schools Program after the first day of the month, the District will be billed for the entire month consistent with the funding provisions in Section 11. If a continuing pupil has not attended school by the eleventh (11^{th}) day of the first school month, OCDE shall notify the district of residence and a determination shall be made regarding continuing enrollment. In the event either OCDE or District are informed that a pupil has been withdrawn by the parent from an OCDE Special Schools Program, each agency shall immediately notify the other of such withdrawal. Any pupil withdrawn by the parent from an OCDE Special Schools Program is no longer counted as "enrolled" or considered a continuing pupil for the following school year.

10. Definitions

a. "Special Education Fiscal Advisory Committee" shall be a committee comprised of the Orange County Special Education Local Plan Area Directors, Chief Business Officials representing each SELPA and OCDE representatives including the Chief of Special Education Services Division, Director of Special Schools and Programs, Business Administrator, and the Assistant Superintendent of Business Services, or designee.

b. "Regional Special Education Programs" are the special education classes and support services operated by OCDE for pupils with the most significant disabilities including pupils who are medically fragile, pupils with low incidence disabilities, pupils with autism spectrum disorders, pupils with emotional disturbances, and other eligible pupils.

c. "Regional Deaf/Hard of Hearing (D/HH) Program" shall include classes and services operated by OCDE for pupils who are Deaf and Hard of Hearing and learn through total communication, utilizing sign language, note-takers, oral speech and residual hearing.

d. "Regional Oral Deaf Program" shall include classes and services operated by OCDE for pupils who are Deaf and Hard of Hearing and who learn through oral and written communication using oral speech, speech reading, residual hearing, auditory devices and cochlear implants.

e. "Special Education Program Income" shall be defined as the sum of all State and Federal funds generated by or on behalf of pupils transferred to regional programs operated by OCDE Special School Programs under this Agreement. For the purposes of this Agreement:

f. "Special Education Program Expenditures" shall include Direct Costs, Direct Support Costs and Indirect Cost of OCDE Special Schools Programs.

g. "Average Cost Per Pupil" shall refer to the Special Education Program Expenditures attributable to the program divided by the average number of pupils enrolled during the year.

h. "Average Number of Pupils" shall refer to the total of the number of pupils counted on the first school day of each calendar month divided by the number of calendar months in the period specified.

11. Funding

In consideration of the enrollment of pupils in special education programs conducted by OCDE, the SELPA and/or the school district transferring pupils to the regional programs operated by OCDE agree to pay the average cost per pupil based on expenditure categories and ratios reviewed by the Special Education Fiscal Advisory Committee and shall provide for program funding as follows:

a. The District shall be responsible for the Average Cost per Pupil in an OCDE Special Schools Program, including the Regional Deaf/Hard of Hearing Program, multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds. The District shall be responsible for the Average Cost Per Pupil in the Regional Oral Deaf Program multiplied by the average number of pupils enrolled, minus Special Education Program income received by OCDE for the purpose of educating said pupils including, but not limited to Revenue Limit, AB 602 funds, and Federal I.D.E.A. Local Assistance Grant funds.

b. Special Circumstance Assistant (SCA). The District, as specified in its SELPA's Local Plan, shall be responsible for the full cost of additional personnel required for the benefit of and specified in the IEP for individual pupils who are residents of the District.

c. The following documents shall be used as a basis for all figures reported:

(1) Various Program Cost Reports

(2) State Form 01

(3) In-House Accounting Reports

d. OCDE Special Schools Program income and expenditures shall be listed in accordance with The California School Accounting Manual Standardized Account Code Structure for Special Education as of April 19, 1999, with a summary page as shown in Appendix A, incorporated herein.

e. Indirect cost for Special Education Programs operated by OCDE shall be at the State approved rate not to exceed 7.5% of total Program expenditures.

f. OCDE shall bill the District on a monthly basis and forward invoices to the District's accounting department.

12. Related Services/Designated Instructional Services (DIS)/Supplementary Aids

OCDE provides the following related services as part of its Special Schools Programs: Speech-Language Pathology Services, Adapted Physical Education, Physical Therapy, Occupational Therapy, Health and Nursing, Specialized Physical Health Care, Vocational Counseling, Adult Transition, Assistive Technology/Alternative Augmentative Communication, Vision Training, Orientation and Mobility, Behavior Management/Intervention and Psychological Counseling. In addition to the above, as part of its Regional D/HH Program and Regional Oral Deaf Program, OCDE provides Audiological services and Sign Language Interpreters. Any other related services or supplementary aids necessary for the pupil to benefit from the special education program, including but not limited to ERMHS, and low incident services and equipment, shall be provided by the District or as otherwise agreed to by OCDE and the District. Translator services at IEP team meetings and/or translation of documents shall be provided by the District or as otherwise agreed to by OCDE and the District. In addition, OCDE

shall separately bill the District for the services provided by an SCA as required by the pupil's IEP.

13. Home Instruction

When a pupil is absent from school for more than ten (10) consecutive school days as a result of a medical condition and is expected to have an extended health related absence, the pupil's IEP team shall review the IEP and determine appropriate educational services. A District representative who is authorized by the District's Director of Special Education to approve or disapprove the allocation of specified District resources necessary for the implementation of the pupil's IEP shall participate in the IEP team meeting when considering a placement for home or hospital instruction. When recommending placement for home or hospital instruction, the IEP team shall consider documentation from the pupil's treating physician indicating the pupil's condition, verifying that the condition prevents the pupil from attending school and providing a projected date for the pupil's return to school. Any in–home instruction, including other related services, shall be provided by the District or as otherwise agreed to by OCDE and the District. In the event the pupil is hospitalized in a facility located outside of the District, it is the District's responsibility to inform the parent that instruction will be provided in accordance with Education Code sections 56167, 48207 and 48208. In either circumstance, it may be necessary to exit the pupil from OCDE in order for the District to provide the necessary in-home instruction or for the pupil to receive hospital instruction. In the event OCDE and the District agree that OCDE will provide in-home or hospital instruction to the pupil, OCDE shall separately bill the District for such services.

14. Transportation

a. Transportation by the Orange County Department of Education

The District shall provide transportation for its pupils participating in an OCDE Special Schools Program unless otherwise agreed between the District and OCDE. In the event OCDE agrees to transport a pupil, the District shall be responsible for the difference between the Direct and Direct Support Cost of home-to-school transportation as shown on the annual State Transportation Report plus one percent (1%) indirect support costs and the State transportation allocation received by the OCDE on a per pupil basis pursuant to Appendix B, incorporated herein. The District shall pay for the full cost of one-on-one transportation assistants as specified in the pupil's IEP. In the event OCDE is transporting five or more District pupils from one Special Schools Program site, the District shall provide OCDE written notice on or before December 1 of each year of any proposed changes in the number of students requiring OCDE transportation for the following school year. Absent appropriate notice from the District of any proposed change in transportation for the following school year, the District may be solely responsible for funding the costs related to such change in transportation. Similarly, OCDE shall provide the District written notice on or before December 1 of each year of any proposed changes in OCDE's transportation services, not including cost projections, for the following school year.

b. Transportation by District

Districts transporting pupils to an OCDE Special Schools Program shall ensure that buses arrive at the school site with sufficient time to unload students prior to the beginning of the instructional day and to load them at the end of the instructional day. Delays requiring either overtime supervision or causing portions of the instructional program to be missed and

subsequently made up may result in charges to the District for additional costs incurred by OCDE related to such delays.

15. Due Process and Complaints

OCDE and District agree to collaborate and fully cooperate in any due process proceeding involving a pupil currently attending or formerly enrolled in an OCDE Special Schools Program, including resolution sessions, mediations and hearings, as well as coordinating witness availability and producing documents regarding the pupil.

In the event OCDE is named as the sole LEA in a due process complaint, OCDE and District agree that District, as the pupil's school district of residence, is a necessary party to the due process proceedings.

OCDE and District shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office for Civil Rights, or any other State and/or federal governmental body or agency.

16. Estimated Billing

The estimated billing for 2021-2022 will be based on actual information for 2020-2021 plus COLA as set forth in the most current State Budget plus any budgeting projections for step and column, and salary and benefit increases.

17. Final Accounting

An accounting accompanied by completed Appendices A and B with appropriate supporting documentation shall be sent to each District by September 15 of the following year.

In addition, OCDE shall provide a quarterly expenditure report to the District's Director of Special Education. Corrections to prior year OCDE Special Schools Program costs resulting from adjustments to income or expenditure calculations shall be credited or billed to the District affected by the correction or adjustments.

18. Projected Enrollment/Facilities and Staffing Needs

In order to assist OCDE in planning for both facilities and staffing needs for its programs, each District shall submit to OCDE, in writing, on or before December 1 of each year, the projected number of pupils expected to be transferred to OCDE programs for special education and support services in the following school year. Absent a projection, the number of District pupils reported in the current year December 1 Federal Pupil Count shall be used for facilities, staffing and budget planning by OCDE for the following school year. In the event the District intends to withdraw five (5) or more pupils from a specific OCDE Special Schools Program site or enroll five (5) or more pupils in a specific OCDE Special Schools Program site for the following school year, the District shall notify OCDE in writing of such intention on or before December 1 of each year. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration. Absent appropriate notice from the District of any proposed change in enrollment in an OCDE Special Schools Program site for the following school year, the District may be solely responsible for funding the costs related to such change in enrollment.

If the District is a Host District for any OCDE Special Schools Program, the District shall submit to OCDE, in writing, on or before December 1 of each year, notice of any proposed facilities projects, including but not limited to modernization or new construction projects at the

school site where the OCDE Special Schools Program is located, as well as any potential impact such projects may have on the operation of an OCDE Special Schools Program, including opportunities for integration with typical peers at the Host District school site. In the event any such project would require relocation of an OCDE Special Schools Program, the District shall provide OCDE with at least one (1) year prior written notice to allow OCDE sufficient time to plan accordingly. OCDE shall forward such written notice to the Special Education Fiscal Advisory Committee for its review and consideration.

In the event OCDE intends to close an OCDE Special Schools Program in which District pupils are enrolled, OCDE shall notify the District in writing of such intention on or before December 1 of each year.

19. Program Cost for 2021-2022

On or before fifteen (15) days after the release of the May revise each year, the Orange County Superintendent of Schools shall compute the projected Special Education Program Income and Special Education Program Expenditures for the following year with an Average Cost per Pupil for pupils enrolled in OCDE Special Schools Programs based on the Projected Enrollment data, and provide it to District Student Services and Business Directors.

20. Notices

All notices to be given pursuant to this Agreement, by either party to the other, shall be in writing and (a) delivered in person; (b) deposited in the United States Mail duly certified or registered, return receipt requested with postage prepaid; or (c) sent by Federal Express or other

similar overnight delivery service. Notice is deemed to have be duly given and received upon (a) personal delivery; (b) as of the third business day after deposit in the Unities States Mail; or (c) the immediately succeeding business day after deposit with an overnight delivery service. Notices hereunder shall be provided to the following addresses, and such addresses may be changed by providing written notice in accordance with this Section:

OCDE:

Orange County Department of Education
Special Education Division
200 Kalmus Drive
Costa Mesa, CA 92626
Attn: **Analee Kredel**
Chief, Special Education Services
Fax: (714) 545-6312
Phone: (714) 966-4129
Email: AKredel@ocde.us

District:

Anaheim Union High School District
501 N. Crescent Way
Anaheim, CA 90803
Attn: Celeste Krueger
Special Ed. Director
Fax: (714) 999-0622
Phone: (714) 999-3527
Email: krueger_c@auhsd.k12.ca.us

21. No Waiver

The failure of OCDE in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon such terms or option on any future occasion.

22. Hold Harmless

To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of the District, OCDE agrees to hold harmless, indemnify and defend the District and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with OCDE's performance of services during the term of this Agreement. To the extent permitted by law, and except for the acts or omissions of employees, agents and officers of OCDE, the District agrees to hold harmless, indemnify and defend OCDE and its governing board, officers, agents and employees from all claims, demands, liabilities, losses, damages, or expenses of any nature whatsoever arising from or connected with the District's performance of services during the term of this Agreement.

23. Complete Agreement

This Agreement is the complete Agreement of the Parties. Any amendments hereto shall be in writing and shall be dated and executed by both Parties.

24. Applicable Law

This Agreement is governed by California state and federal law, and shall be interpreted as if jointly drafted by the Parties to this Agreement.

25. Counterparts

This Agreement may be signed in counterparts. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement. Facsimile and electronic signatures shall be deemed as binding as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

APPROVED BY:

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
OCDE – [NAME]

BY: _____
(Authorized Agent)

DATE: _____

ANAHEIM UNION HIGH SCHOOL DISTRICT
District-Anaheim Union High School District

BY: _____
(Authorized Agent)

DATE: 7/16/21

DATE APPROVED BY COUNTY SUPERINTENDENT OR DISTRICT BOARD:

_____

cc: SELPA

APPROVED AS TO FORM:

DATE: June 9, 2021

LYSA M. SALTZMAN, COUNSEL
ORANGE COUNTY DEPARTMENT OF EDUCATION

BY _____ ATTORNEY

Orange County Department of Education
Special Schools Program

2021-22 Adopted Budget 2020-21 Adopted Budg Enrollment 411 2021-22 Projected enrollment at 411	Object Code	2019-20 Actuals	2020-21 Adopted Budget	2020-21 Estimated Actuals Budget	2021-22 Adopted budget
Restricted Fund Balance Low Incidence	9791	176,775.57	161,576	150,600	145,600
Reserve for Economic Uncertainty	9791	955,998.29	1,010,092	973,610	1,028,536
Total Beginning Balance	**9791**	**1,132,773.86**	**1,171,668**	**1,124,211**	**1,174,136**
Revenue					
Prin Apport State Aid-Prior Year	8019				
AB602 Allocation	8097	1,046,367.07	1,582,996	1,700,470	1,657,826
AB602 Allocation		**1,046,367.07**	**1,582,996**	**1,700,470**	**1,657,826**
Prior Year Apportionment	8319	31,771.38			
Other State Revenue		***31,771.38***			
Interagency Fees Bill Back to Districts	8677	22,534,686.40	25,288,760	22,306,582	25,120,320
Interagency Fees Special Circumstance Aids	8677	6,053,918.51	5,897,606	5,787,135	5,492,456
Interagency Fees - Contracts	8677	68,216.82	60,000	60,000	60,000
Registration & Misc. Fee	8689	-	-	-	-
Other Local Revenue/EE contract	8699	7,729.04	-	-	-
Other Revenue/Tuition	8710	3,954,876.76	3,079,367	3,954,877	3,954,877
Tuition - Prior Year	8711	-	-		
Other Local Revenue		32,619,427.53	**34,325,734**	32,108,594	**34,627,653**
Contribution from Unrestricted	8980		240,221	273,469	273,469
Contribution for Indirect	8981	540,171.97	613,643	577,336	614,974
Contribution frm Special Ed/absence factor	8986	441,951.00	441,951	441,951	441,951
Contribution from Restricted	8990	-	-	-	-
Contribution to Restricted Routine Maint.	8991	(498,717.00)	(519,572)	(535,822)	(580,935)
Contribution to Food Services	8992	(186,055.22)	(220,966)	(231,535)	(283,709)
Contribution to Special Ed	8993				
Total Contributions		**297,350.75**	**555,277**	**525,399**	**465,750**
Total Revenue		***35,127,690.59***	***37,635,675***	***35,458,673***	***37,925,365***

Orange County Department of Education
Special Schools Program

2021-22 Adopted Budget 2020-21 Adopted Budg Enrollment 411 2021-22 Projected enrollment at 411	Object Code	2019-20 Actuals	2020-21 Adopted Budget	2020-21 Estimated Actuals Budget	2021-22 Adopted budget
Expenditures					
Teachers Salaries	1100	5,609,137.61	5,853,188	5,846,256	5,988,589
Pupil Support Salaries	1200	1,204,723.85	1,232,238	1,356,111	1,375,728
Supervisor/Administrators	1300	1,191,215.74	1,284,951	1,157,122	1,145,735
Other Certificated	1900	1,306,303.25	1,365,335	1,396,867	1,419,889
Total Certificated		**9,311,380.45**	**9,735,712**	**9,756,356**	**9,929,941**
Instructional Assistants	2100	7,662,016.72	8,943,947	8,145,550	8,333,398
Classified Support Salaries	2200	784,054.65	866,375	832,353	828,462
Supervisors/Managers	2300	585,942.06	663,806	545,979	530,418
Clerical/Technical	2400	835,415.40	912,963	925,341	908,212
Short term Sub	2900	307.50	2,450	313	2,313
Total Classified		**9,867,736.33**	**11,389,541**	**10,449,536**	**10,602,803**
STRS/PERS	3100-3200	3,447,211.16	3,895,840	3,539,883	3,838,558
Medicare and PARS	3300	283,595.88	319,021	309,950	309,954
Health and Welfare	3400	4,870,211.18	5,243,703	4,939,214	5,317,061
Unemployment	3500	9,517.25	10,553	10,239	247,357
Worker's Comp	3600	360,776.81	369,417	417,660	439,897
Life Insurance/Other	3900	422,855.82	423,529	273,042	372,941
Total Benefits		**9,394,168.10**	**10,262,063**	**9,489,988**	**10,525,768**
Textbooks	4100	-	1,500	1,500	1,500
Other Books	4200	-	1,530	1,030	1,530
Materials and Supplies	4300	233,796.51	797,643	410,937	875,000
NonCapitalized Equipment	4400	30,806.03	46,513	47,013	51,013
Total Books and Supplies		**264,602.54**	**847,186**	**460,480**	**929,043**
Travel and Conference	5200	109,573.73	117,782	60,658	155,265
Dues and Membership	5300	930.00	1,294	1,344	2,094
Utilities	5500	143,055.91	177,800	178,800	178,800
Rents/Leases/Repairs	5640	328,050.84	328,702	330,702	386,770
Repairs/Maintenance	5600	16,402.84	49,855	55,435	7,655
Transfer of Direct Costs	5700	17,838.16	44,724	80,519	79,524
Professional/Consulting Services	5800	132,366.52	232,869	383,329	465,839
Communications	5900	103,374.01	100,729	108,669	158,979
Total		**851,592.01**	**1,053,755**	**1,199,456**	**1,434,926**
Improvement on Sites	6100				
Buildings	6200				
Capitalized Equipment	6400/6500		-		150,000
Total					**150,000**
Support Costs	7340	*2,224,020.23*	*2,495,479*	*2,351,385*	*2,506,686*
Support Contributions	7341	*540,171.97*	*613,643*	*577,336*	*614,974*
Total Support		**2,764,192.20**	**3,109,122**	**2,928,721**	**3,121,660**
Total Expenditures		***32,453,671.63***	***36,397,379***	***34,284,537***	***36,694,141***
Restricted Fund Balance Low Incidence	9780/9740	*150,600.39*	*146,376*	*145,600*	*130,400*
Reserve for Economic Uncertainty	9780/9740	*973,610.15*	*1,091,921*	*1,028,536*	*1,100,824*
Ending Fund Balance		**2,674,018.96**	**1,238,295**	**1,174,136**	**1,231,224**
Total Bill Back		20,984,877.98	25,288,762	22,306,582	25,120,320
Average Enrollment		407.00	411	409	411
Estimated Bill Back per Pupil		**51,559.90**	**61,530**	**61,530**	**61,120**
Proposed Refund to District per pupil		**3,807.88**	-	-	-

	2021-22	
1. Average number of pupils transported		240
2. Maximum number of billable days		202
3. Classified Salaries	$	116,133
4. Employee Benefits	$	47,804
5. Supplies	$	50
6. Travel/Conferences/Dues/Memberships	$	-
7. Other Expenses	$	50
8. Contracts with Private Contractors (5100)	$	5,763,267
9. Payments to Private Carriers (5830)	$	25,000
10. Other Services/Operating Expenses	$	-
11. Equipment/Replacement	$	-
12. Therapy Transportation	$	-
Subtotal Direct Costs	$	5,763,267
13. Direct Support costs	$	189,037
14. Indirect Support Costs @ 1%	$	1,890
15. Total Transportation Cost Allocation	$	5,954,194
16. State Transportation Entitlement	$	1,463,611
Total	$	1,463,611
17. Excess Transportation Cost	$	4,490,583
17a. *Per Pupil Excess Cost Line17/Line1	$	**18,711**
17b. *Per Day Excess Cost Line17a/Line2		**92.63**

*Per Pupil cost is an estimate, actual cost is determined by average daily rate X # of days
Note: If we receive additional funding for transportation, the cost will be reduced.

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AGREEMENT FOR PROVISION OF
EDUCATIONALLY RELATED MENTAL HEALTH SERVICES
BETWEEN
COUNTY OF ORANGE
AND
ANAHEIM UNION HIGH SCHOOL DISTRICT
JULY 1, 2021 THROUGH JUNE 30, 2022

THIS AGREEMENT is entered into this 1st day of July 2021, which date is enumerated for purposes of reference only, is by and between the County of Orange ("COUNTY") and the GREATER ANAHEIM SELPA Special Education Local Plan Area and ANAHEIM UNION HIGH SCHOOL DISTRICT (collectively "SELPA" or "DISTRICT") (collectively "PARTIES") with respect to the provision of Educationally-Related Mental Health Services. For purposes of this Agreement, Educationally-Related Mental Health Services shall have the same meaning as listed in Exhibits A and B. This Agreement shall be administered by the ORANGE COUNTY Health Care Agency ("ADMINISTRATOR").

RECITALS

WHEREAS, the IDEA requires local educational agencies ("LEA"), including DISTRICT, to provide a free, appropriate public education ("FAPE") to eligible students with disabilities residing within its boundaries, and requires the provision of related services[1], including psychological services, social work services, and counseling services, as required to assist a child with a disability to benefit from special education.

WHEREAS, the 2011-2012 California Budget Act repealed parts of Chapter 26.5, Division 7, Title I of the Government Code which shifted the responsibility for providing Educationally Related Mental Health Services, including out-of-home residential services, from county mental health departments and county welfare departments to school districts.

WHEREAS, under State law, the COUNTY is obligated to provide medically necessary mental health services to eligible individuals under their Medi-Cal health plan, including seriously emotionally disturbed children in Orange County, who have qualifying mental health needs.

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[1] For the purposes of this agreement, "related services" includes services also referred to as Educationally Related Mental Health Services, but does not include Medication Management..

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WHEREAS, by this Agreement, DISTRICT ensures that Proposition 98, fiscal year 2021-22 State Budget Act funds, and IDEA funds are utilized so that special education pupils residing in the DISTRICT continue to be identified, assessed, and provided with Educationally Related Mental Health Services required by the IDEA.

WHEREAS, both the COUNTY and LEAs are interested in cost containment and the accuracy and transparency of invoicing for services.

WHEREAS, the Orange County Department of Education ("OCDE"), SELPAs, local school districts and COUNTY have a long history of working cooperatively to serve special education students and wish to continue that cooperative partnership under this Agreement.

OPERATIVE PRINCIPLES

A. Accordingly, and in light of the foregoing recitals, the Parties agree that this Agreement is to be implemented, interpreted, and viewed in light of the following Operative Principles:

1. DISTRICT is responsible under the IDEA for the provision of FAPE to eligible students, pursuant to 20 U.S.C. § 1401 (26), 34 C.F.R. § 300.34., and COUNTY is obligated under State law, to provide mental health services to eligible Medi-Cal beneficiaries in Orange County.

2. There is no federal IDEA obligation or state law obligation on the COUNTY to provide FAPE, and there is no federal or state law obligation for DISTRICT to provide mental health services that are not educationally related, and this Agreement is not intended to create any such obligations. This Agreement is not intended to make the COUNTY a "public agency" within the meaning of IDEA and/or subject to the IDEA's dispute resolution provisions.

3. Absent reinstatement of and appropriation of funding by the State for AB 3632 services, there is no statutory mandate on the COUNTY to provide AB 3632 services or on the DISTRICT to refer students to the COUNTY for mental health assessments and services under AB 3632.

4. The payment of funds to the COUNTY, as outlined in this Agreement, for provision of Educationally-Related Mental Health Services for special education pupils does not create a statutory obligation on the COUNTY to provide FAPE, and the COUNTY is not otherwise required to provide Educationally-Related Mental Health Services, except to the extent State law provides for the provision of the same or similar mental health services to the same or similar students.

B. NOW, THEREFORE, based on foregoing recitals, Operative Principles, and other mutual considerations and promises herein, the Parties agree as follows:

1. DISTRICT'S Provision of FAPE: It is understood and agreed the DISTRICT has the right and obligation under IDEA to determine Educationally-Related Mental Health Services needed for an eligible student to receive FAPE. The COUNTY will provide to the DISTRICT's designated students the services detailed in Exhibit A and/or Exhibit B for fiscal year 2021-22 and pursuant to this Agreement

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only. DISTRICT may use the COUNTY to provide Educationally-Related Mental Health Services or may independently, or through a third party vendor, provide for Educationally-Related Mental Health Services. DISTRICT shall bear the costs of and pay the COUNTY for the provision of Educationally-Related Mental Health Services provided, in accordance with this Agreement, to DISTRICT students; the COUNTY will not bill DISTRICT to the extent that any such services are paid for by other State or federal funding sources, specifically Medi-Cal and EPSDT.

2. Funding and Reimbursement: To the extent legally permissible, the COUNTY will identify and use Medi-Cal, Early and Periodic Screening, Diagnosis, and Treatment ("EPSDT"), and any other state or federal funding sources designated for the provision of specialty mental health services to children who may also qualify for services under the IDEA in providing Educationally-Related Mental Health Services under this Agreement. DISTRICT will reimburse the COUNTY for any costs incurred in providing educationally necessary mental health assessments and services to students hereunder which exceeds alternate funding, or for Medi-Cal eligible students that do not meet medical necessity for specialty mental health services.

3. Cooperation in Administrative Proceedings: Although the COUNTY will not be named by the DISTRICT as a party to due process proceedings under the IDEA's procedural safeguards, the COUNTY agrees to cooperate with the DISTRICT/SELPA for all administrative or other legal proceedings involving special education students receiving services from the COUNTY pursuant to this Agreement. The COUNTY will ensure that relevant staff are available, when possible, and will provide copies of source documents related to services provided under terms of this Agreement to the extent permitted by law with appropriate written permissions from parents/guardians. COUNTY staff will bill time under the case management rate.

4. Referrals and Assessment Reports:

a. DISTRICT may refer students, as determined by the DISTRICT, with suspected educationally-related mental health needs arising from a qualifying IDEA disability to the COUNTY for mental health assessment within ten days of DISTRICT's receipt of signed consent from the parent/guardian, and the COUNTY will process and complete the assessment within the IDEA timeline. If DISTRICT does not forward the referral information within ten days of receipt of written consent (not counting days between the pupil's regular school sessions, terms, or days of school vacation in excess of five schooldays) from the parent/guardian, COUNTY has the option of requesting an extension of the timeline. DISTRICT will provide a "Referral Packet" that includes a statement of the student's problems, all necessary assessment reports, background information, signed consents and releases, and any other relevant information as set forth in the IDEA and California Education Code.

b. The COUNTY will attend related Individual Education Program ("IEP") meetings if requested by DISTRICT.

c. For services provided under Exhibit A, the COUNTY's assessment will result in a report that will include recommendations for specific mental health services or no mental health services, and

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the assessment report will be submitted to the DISTRICT within a minimum of three (3) working days prior to the IEP. Such recommendations will only be advisory to and not otherwise binding upon the DISTRICT. Consultation with the COUNTY regarding any recommendations or parts of the assessment could be made available by contacting the Service Chief from the service region to which the referral was made. See Exhibit C for contact information.

d. For services provided under Exhibit B, the COUNTY's assessment will result in a report that recommends either placement in a residential treatment facility or other mental health services as appropriate, and the assessment report will be submitted to the DISTRICT within a minimum of three working days prior to the IEP. COUNTY's recommendations will only be advisory to, and not otherwise binding upon, the DISTRICT.

5. HCA's Provision of Services:

a. Educationally-Related Mental Health Services for eligible students, as referenced in this AGREEMENT, are defined in Exhibits A and B of this Agreement.

b. As part of this Agreement, each district may select a package of services from both Exhibit A and Exhibit B, or, from either Exhibit A or Exhibit B. The services described in Exhibit A and/or Exhibit B will be provided as needed for eligible children with qualifying disabilities, as defined under the IDEA, in paragraph (3) of Section 1401 of Title 20 of the United States Code. Services provided by the COUNTY under this Agreement will be dependent upon the Exhibit(s) selected by the DISTRICT. DISTRICT must make its selection by marking the box or boxes below, indicating which mental health services the DISTRICT wishes the COUNTY to provide as part of this Agreement:

1) ☒ EXHIBIT A: Outpatient Services (for students not placed residentially)

2) ☐ EXHIBIT B: Residential Placement Services

c. The COUNTY will provide Educationally-Related Mental Health Services listed in Exhibit A and/or Exhibit B as long as the student remains enrolled in a school district that has entered into this Agreement for such services. In cases where a student is identified as being no longer enrolled in the school district that has entered into this Agreement, such services will be transferred to the new school district of responsibility. Examples of these types of cases may include, but are not limited to, the following: a student who matriculates to another school district that has not entered into this Agreement, a student who changes residence, a student that discharges from residential placement (and requires a service that is not included as part of this Agreement), or a student who remains in residential placement but matriculates into another school district that has not entered into this Agreement.

1) A minimum of one therapeutic termination session may be needed for each student that moves to a school district that has not entered into this Agreement, as well as case management services to link the parent to the new district representative handling the IEP related mental health services.

2) DISTRICT will inform the COUNTY in a timely manner, and by means of written or electronic notification, that a student has graduated, matriculated out of the DISTRICT, or moved to another district. DISTRICT will also inform the COUNTY in a timely manner when Educationally-

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Related Mental Health Services are removed or dropped from the student's IEP. Failure of DISTRICT to provide evidence to the COUNTY of either written or electronic notification of the student's graduation, matriculation, termination of services from the IEP and/or move shall make DISTRICT of origin responsible for costs of all services provided up to the day of notification. Notification shall be sent to CYBH Administration and the appropriate Service Chief.

d. The COUNTY agrees to provide cumulative monthly "IEP related Detail Service Reports" to DISTRICT via the SELPA to review and validate that HCA's Integrated Records Information System ("IRIS") has eligible students documented in the correct district of residence, per the most current IEP found in the county mental health record. These reports will be delivered to SELPAs via secured e-mail approximately twenty-one (21) days from the last day of the month. SELPAs/DISTRICTS will have approximately fourteen (14) days to submit corrections to HCA's designated staff member.

e. Funding and/or reimbursement received by the COUNTY, from sources other than DISTRICT, for Educationally-Related Mental Health Services will offset any amount DISTRICT is required to fund under this Agreement. The accounting of expenditures to DISTRICT will reflect the cost of services and the units of service billed to Medi-Cal and EPSDT.

f. The COUNTY shall bill DISTRICT for services based on invoices that itemize the service function code, units of services and rate per unit. The rate per unit is as follows:

1) Case Management (Outpatient): $9.81 per minute,
2) Collateral Services: $8.00 per minute,
3) Assessment: $6.53 per minute,
4) Individual Therapy: $6.09 per minute,
5) Group Therapy (Outpatient): $6.33 per minute, and
6) For Placement Services provided to clients in Out-of-State Group Homes, DISTRICT shall reimburse the COUNTY for time spent involved with activities noted in Exhibit B at the case management rate of $9.81 per minute and will include a pro-rated share of travel costs that will include car rental and fuel, airfare, lodging, and meals.

g. Medication management is not a service included in this Agreement.

h. If there are any billing errors, the costs will be revised through a reconciliation process.

i. For each service provided, as described in Exhibits A and B, documentation time and travel time (when necessary to gain access to student) will be included in the claim for that service, but broken out in the monthly report. The County shall bill the District for documentation and travel time at the case management rate.

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6. Residential Placement: The COUNTY will make recommendations directly to DISTRICT for students appearing to need residential placement prior to the IEP meeting. The COUNTY's recommendation will be advisory. The COUNTY's report will be given to DISTRICT a minimum of three (3) working days prior to the IEP. The DISTRICT will review the report with parents at the IEP meeting. The COUNTY report will be considered an educational record as federal and state laws allow. DISTRICT will be responsible for making all payments to residential treatment facilities for the board and care, education, and educationally related mental health treatment costs of students placed from their DISTRICT.

7. Reimbursement of Educationally-Related Mental Health Services: DISTRICT will provide reimbursement to the COUNTY for the provision of Educationally-Related Mental Health Services, as outlined in Exhibits A and/or B, at the rates listed in Subparagraph 5.g, above.

a. DISTRICT will reimburse the COUNTY for Costs within forty-five (45) days of receipt of submitted claims (as set forth more specifically in paragraph 8 below) subject to review by the School District.

b. The COUNTY agrees that their billing system will clearly set forth the name of the student, date of birth, the school district of residence, the dates and times of services provided and a description of the services that is satisfactory to DISTRICT.

c. The COUNTY agrees to quickly resolve all billing disputes. Proof of the correction of billing disputes shall be provided to DISTRICT within thirty (30) days. Proof of the correction will be set forth in a written document listing the corrections and provided to DISTRICT within 30 days.

d. The COUNTY agrees to provide copies of audits performed by State or other regulatory entities under which it operates related to claims for reimbursement of Educationally Related Mental Health Services, upon a request made by the Orange County Department of Education. To the extent permitted by law, audit results will be kept confidential among the parties to this Agreement.

8. Submission of Claims:

a. The COUNTY will submit a claim for services under this Agreement quarterly, within thirty days of the end of each quarter, using the state fiscal year of July through June. The claim shall include a detailed report of cost of services provided to each district's student(s). This report will include information from those Encounter Documents (ED) entered into the COUNTY'S Integrated Records and Information System (IRIS) at the time the report is generated. DISTRICT shall reimburse the COUNTY, at the agreed to rate, for all costs incurred in providing Educationally-Related Mental Health Services which are not reimbursed by other funding sources. Payment must be received within forty-five days of the claim.

b. The COUNTY will provide a final reconciliation to DISTRICT by December 1, 2021 or sooner if possible.

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c. The COUNTY quarterly claims will be mailed to DISTRICT at the following address:

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

d. Checks should be mailed to COUNTY at the following address:

CEO Treasurer Unit
Attn: HCA School District Reimbursement
P.O. Box 4005
Santa Ana, CA 92702-4005

9. Mailing of Reports: Monthly and semi-annual service reports will be mailed to DISTRICT and SELPA at the following address:

Anaheim Union High School District	Greater Anaheim SELPA
501 N. Crescent Way	7300 La Palma, Bldg. 6
Anaheim, CA 92801	Buena Park, CA 90620

10. Privacy: The COUNTY and SELPA acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109, students records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g; and under provisions of state law relating to privacy of student information. The COUNTY and DISTRICT shall ensure that all activities and communications undertaken under this Agreement will conform to the requirements of these laws.

11. Modification: This Agreement shall not be modified or amended without the mutual written consent of the Parties.

12. Integration: This Agreement represents the entire understanding of SELPA/DISTRICT and the COUNTY as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing and signed by both Parties hereto. This is an integrated Agreement.

13. Indemnity:

a. DISTRICT agrees to indemnify, defend with counsel approved in writing by COUNTY, which approval shall not be unreasonably withheld, its elected and appointed officials, officers, employees, agents, and those special districts and agencies for which COUNTY's Board of Supervisors

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acts as the governing Board (COUNTY INDEMNITEES), if applicable, harmless from any claims, demands or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to the performance of this Agreement by DISTRICT but only in proportion to and to the extent such claims, demands, or liability are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, employees, or agents.

b. COUNTY agrees to indemnify, defend and hold DISTRICT, its appointed officials, officers, employees, and agents harmless from any claims, demands or liability of any kind or nature, including, but not limited to personal injury or property damage, arising from or related to the performance of this Agreement by COUNTY, but only in proportion to and to the extent such claims, demands, or liability, including defense costs, are caused by or result from the negligent or intentional acts or omissions of COUNTY, its offices, employees, or agents.

c. If judgment is entered against DISTRICT and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, DISTRICT and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

14. Laws and Venue: This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California, unless otherwise specifically provided for under California law.

15. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than DISTRICT and the COUNTY.

16. Severability: The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

17. Term: This Agreement shall cover the period of July 1, 2021 through June 30, 2022.

18. Termination: Either party may terminate this Agreement, without cause, upon thirty (30) days written notice given to the other party.

19. Dispute Resolution: The COUNTY and DISTRICT agree that resolution of disputes on the implementation of this Agreement will be initially conducted through collaborative efforts between the Parties. In the event a collaborative resolution cannot be achieved, the Parties agree that Title 5 of the California Code of Regulations at §4600, et seq. relating to "Uniform Complaint Procedures" will be applied.

20. Default Force Majeure:

a. Neither party shall be deemed to be in default of the terms of this Agreement if either party is prevented from performing its terms by causes beyond its control, including without being limited to: acts of God; any laws and/or regulations of State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written

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notice of the cause for delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance of the terms of this Agreement.

b. Neither party shall be liable for any excess costs if the failure to perform the Agreement arises from any of the contingencies listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers in the County of Orange, California.

ANAHEIM UNION HIGH SCHOOL DISTRICT

BY: _____ DATED: July 16, 2021

TITLE: Assistant Superintendent, Education

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

DocuSigned by:

BY: Massoud Shamel DATED: 6/16/2021

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EXHIBIT A
TO AGREEMENT FOR PROVISION OF
EDUCATIONALLY RELATED MENTAL HEALTH SERVICES
BETWEEN
COUNTY OF ORANGE
AND
ANAHEIM UNION HIGH SCHOOL DISTRICT
JULY 1, 2021 THROUGH JUNE 30, 2022

DESCRIPTION OF OUTPATIENT SERVICES TO BE PERFORMED BY THE COUNTY

Outpatient Services: Outpatient Services are defined as follows:

A. Assessment:

1. Initial Assessment/Re-Assessment Services: This includes, but is not limited to, clinical analysis of the pertinent history related to the current status of the student's mental, emotional, or behavior condition; interviews with significant persons in the student's life; interview(s) with student (when possible); and consultation with school district personnel.

2. Annual Assessments: This consists of re-assessments required to re-assess a student to determine eligibility for mental health services under the IDEA and/or to determine the appropriate composition of such services (for students that have Medi-Cal as a health plan only).

3. Assessment Updates: This includes six (6)-month updates for documentation purposes and chart review (for students that have Medi-Cal as a health plan only).

B. Mental Health Services – Mental Health Services[2] shall include:

1. Individual Therapy: Individual Therapy includes those therapeutic interventions consistent with the student's IEP mental health goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual, face-to-face without any other person or family member present.

2. Collateral Services: Collateral Services consists of contact with one or more significant support persons in the life of the student which are determined by student's IEP team to be necessary to address the student's IEP mental health goals and which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the student's condition and involving them in service planning and implementation of service plan(s). Family counseling or therapy which is provided on behalf of the student is considered collateral.

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[2] Mental Health Services include driving time if service is provided offsite from clinic.

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3. Family Therapy: Family Therapy consists of contact with the student and one or more family members and/or significant support persons that address a student's IEP mental health goals. Services shall focus on the care and management of the student's mental health conditions within the family system.

C. Case Management – Case Management Services are activities that are provided by staff to access medical, educational, social, prevocational, vocational, rehabilitative, or other needed educationally-related services for eligible students. Services may include the following:

1. Linkage and Coordination: Includes the identification and pursuit of resources needed for provision of a free and appropriate public education to a student, including, but not limited to the following:

a. Inter-and intra-agency communication, coordination, and referral, including reports to Child Protective Services;

b. Monitoring service delivery to ensure an individual's access to services;

c. Attending IEPs and legal proceedings as requested by DISTRICT or as required by subpoena; and

d. Travel and documentation time.

2. Plan Development: Plan Development consists of the following that address a student's mental health goals:

a. When staffs develop Client Plans, approve Client Plans, and/or monitor a client's progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or program goals, with a client or family member and/or significant support persons to obtain signatures on the Client Plan, and, if needed, have the Client Plan reviewed and signed by a licensed/waivered/registered clinician.

b. When staff meet to discuss the student's clinical response to the Client Plan or to consider alternative interventions.

c. When staffs communicate with other professionals to elicit and evaluate their impressions (e.g. probation officer, teachers, social workers) of the student's clinical progress toward achieving their Client Plan goals, their response to interventions, or improving or maintaining client's functioning.

Services will be provided in person if clinically necessary or upon specific request by the client/parent(s). Alternatively, services may be provided via telephonic or telehealth (virtual) technology or methods.

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
EDUCATIONALLY RELATED MENTAL HEALTH SERVICES
BETWEEN
COUNTY OF ORANGE
AND
ANAHEIM UNION HIGH SCHOOL DISTRICT
JULY 1, 2021THROUGH JUNE 30, 2022

DESCRIPTION OF RESIDENTIAL PLACEMENT SERVICES TO BE PERFORMED BY THE COUNTY

Residential Services: Residential Placement Services are defined as supportive assistance to the individual in the assessment, determination of need, and securing adequate and appropriate living arrangements that are needed for the student to receive a free and appropriate public education.

A. Assessment for Residential Placement:

1. Initial Assessment/Re-Assessment Services: This includes clinical analysis of the pertinent history related to the current status of the student's mental, emotional or behavior condition.

2. Annual Assessments: This consists of re-assessments required to re-assess a student to determine eligibility for mental health services under the IDEA and/or to determine the appropriate composition of such services (for students that have Medi-Cal as a health plan only).

3. Assessment Updates: This includes six (6)-month updates for documentation purposes and chart review (for students that have Medi-Cal as a health plan only).

B. Residential Case Management:

1. Placement Search: Identifying and making a recommendation to the Individualized Education Program Team (IEPT) for an appropriate residential treatment center.

2. Placement Admission: Accessing services necessary to secure placement including, but not limited to, assisting school districts to obtain the Interstate Compact for the Placement of Children (ICPC) approval when necessary, including preparation of documentation and coordination with Orange County Social Services Agency, Orange County Probation Department, and school district staff to obtain information and documentation required by the ICPC. By assisting in this manner, the COUNTY, or its individual staff members, in no way intend to become the "sending agency" as defined by the law that governs the ICPC.

3. Residential Case Management Visits: Traveling to placement facility to provide face-to-face visits with the student three (3) times per year, or as authorized by the IEPT. In addition, visits will include contact with staff, a review of records, and documentation of visit. Further, other methods of conducting out-of-state placement monitoring activities will be considered if necessary or requested by the IEPT (e.g. remote, virtual tours and visits if made available by the RTC).

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4. Placement Discharge: Assisting the client and family to terminate services from the residential treatment facility and transition to a continuity of care as directed by the IEPT.

5. IEP Attendance: Where necessary, as determined by the DISTRICT, the COUNTY case manager will attend IEPs for designated individuals being served.

6. Progress Summary Report: A brief report will be provide to each school district which includes name of placement, student identifying information, educational progress, mental health treatment progress, medications, Special Incident Reports, condition of the facility, and transition/discharge plan information. Alternative summary reports or forms will be completed to the extent made possible by the placement facility to meet the Local Educational Agency's (LEA's) or School District's NPS/NPA onsite monitoring obligations.

Services will be provided in person if clinically necessary or upon specific request by the client/parent(s). Alternatively, services may be provided via telephonic or telehealth (virtual) technology or methods.

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
EDUCATIONALLY RELATED MENTAL HEALTH SERVICES
BETWEEN
COUNTY OF ORANGE
AND
ANAHEIM UNION HIGH SCHOOL DISTRICT
JULY 1, 2021THROUGH JUNE 30, 2022

LIST OF HCA/CYBH SERVICE CHIEFS

North Region:	**Veronica De Fernandez, MFT II** **120 S. State College Blvd., Suite 150** Phone Number: 714-577-5400 Email: vdefernandez@ochca.com
West Region:	**Phyllis Crane, Ph.D.** 14140 Beach Blvd., Ste. 155, Westminster, CA 92683 Phone Number: 714-896-7556 Email: pcrane@ochca.com
East Region:	**Janice Coniglio, LCSW** 1200 N. Main St., Ste. 500, Santa Ana, CA 92701 Phone Number: 714-480-6600 Email: jconiglio@ochca.com
South Region: **(Costa Mesa)** **(Laguna Beach)**	**Victor Cota, DSW** 3115 Red Hill Ave., Costa Mesa, CA 92626 Phone Number: 714-850-8408 Email: vcota@ochca.com **Linda Rappaport, LCSW** 21632 Wesley Dr., Laguna Beach, CA 92651 Phone Number: 949-499-5346 Email: lrappaport@ochca.com
HCA/CYBH Educationally Related Mental Health Services Program Manager:	**Nathan Lopez, Ph.D.** 405 W. 5th Street, Ste. 590, Santa Ana, CA 92701 Phone Number: 714-834-5678 Email: nlopez@ochca.com

EXHIBIT WW

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 Crescent Way – P.O. Box 3520
Anaheim, CA 92803-3520

EDUCATIONAL CONSULTING AGREEMENT

THIS AGREEMENT is made and entered into this

15th	day of	July	2021

by and between

Language Network, Inc.

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;

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:

Language Network, Inc., provides written translation and oral interpretation services to students and parents in languages beyond the district's current capacity to support. There are many families who require periodic translation services in 98 languages, to assist with health, safety, and mandated educational issues. Contracting with Language Network will facilitate meeting the needs of students and parents who speak languages that are not available through the district translators.

Site/School:	District-wide (English Learner Program)	Funds (Cost Center):	LCFF Funds (0009)

2. List of Other Supportive Staff or Consultants:

Consultant does not require additional staff.

3. Consultant shall commence providing services under this AGREEMENT on:

Date:	August 1, 2021

and shall diligently perform as specified and complete performance by:

Date:	July 31, 2022

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:

The district will provide the name of school or department, language required, nature of the service required, location and person to report to, and date and time of each individual assignment.

5. District shall pay Consultant the maximum amount of

$35,000

for services rendered

to # of people:	100 or more students/parents, dependent upon the type of service required in each instance	# hours per day:	Dependent upon the amount of time required for each assignment	# of days:	Appointments will be arranged on an as-needed basis

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:

Language Network will provide oral interpretation and written translation services to non-English-speaking students and their parents, to facilitate accurate communication at critical meetings or phone calls, and regarding important information relative to the student's placement, progress, health, activities, and other concerns as they occur.

12. What are the technical reasons Consultant is being hired as an Independent Contractor rather than an employee?

To support required parent involvement and communication for all languages represented in the district, it is most cost-effective to outsource translation and interpretation needs beyond the district's capacity. Additionally, ad hoc situations arise where parents must be notified in an emergency situation and district bilingual personnel are not available. The Language Network will support any site or district request of this type 24 hours-a-day.

List any technical support that will need to be supplied by District:

Some of these services will be performed on site and in person, so no technical support will need to be provided by the District. Written documents requiring translation will be sent by fax or email, so only routine office equipment would be required.

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) website - www.LanguageNetworkUSA.com

☒ **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)**:	
Language Network, Inc.	**Anaheim Union High School District**
Typed Name/Title of Authorized Signatory:	Typed Name of Assistant Superintendent:
Jordan Evans/President	**Dr. Jaron Fried**
Authorized Signature:	Signature of Assistant Superintendent:
Street Address:	Street Address:
8605 Santa Monica Blvd, PMB 65575	**501 Crescent Way, P.O. Box 3520**
City, State, Zip Code	City, State, Zip Code
West Hollywood, CA 90069	**Anaheim, CA 92803-3520**
Date:	Date:
6/16/21	7/16/21

Mark Appropriately:

Independent/Sole Proprietor:	
Corporation:	X
Partnership:	
Other/Specify:	

Social Security Number*	or	Federal Identification Number*
		94-3440775

*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:
949-733-2446	jordan@languagenetworkusa.com

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:	6/17/21

EXHIBIT XX

Memorandum of Understanding

Between Anaheim Union High School District and Anaheim Regional Medical Center

This Memorandum of Understanding (MOU) is hereby entered between the two parties indicated below and for the purpose as stated in the scope of work:

Anaheim Union High School District (AUHSD)

Jaron Fried
Assistant Superintendent, Education
501 N. Crescent Way
Anaheim, CA 92801
714.999.3557 (Phone)
714.520.9754 (Fax)
Fried_ja@auhsd.us (Email)

Anaheim Regional Medical Center (**ARMC)**

Jaina Pallasigui, MPH
Tobacco Cessation Manager
1111 W. La Palma Ave.
Anaheim, CA 92801
714.999.3991 (Phone)
714.99.5280 (Fax)
Jaina.Pallasigui@ahmchealth.com (Email)

I. Purpose

The purpose of this MOU is to outline understandings for Anaheim Union High School District's participation in tobacco cessation services for youth provided by AHMC Anaheim Regional Medical Center (ARMC). AUHSD commits to collaborate with ARMC, which has a proven record providing youth tobacco cessation services in Orange County for over 10 years. The goal of this initiative is to help students quit smoking though the use of behavior modification strategies.

III. Term

This MOU is effective as of July 1, 2021 (TUPE Tier 2 Grant).

This MOU may be terminated by either party by providing a notice of termination to the other party. Such notice of termination must be provided at least 30 days in advance of the termination date and include reasons for the termination.

IV. Participation and Confidentiality

A. Student, teacher and staff participation is voluntary. All information provided by participants-including names of schools, teachers, and students, is strictly confidential and shall not be shared outside of the TUPE team.

V. AHMC Anaheim Regional Medical Center Responsibilities

AHMC Anaheim Regional Medical Center shall:

A. Provide tobacco cessation services for youth in the form of a tobacco cessation series.

VI. AUHSD Responsibilities

AUHSD shall:

A. Provide ARMC with an AUHSD coordinator (point of contact) who will communicate with ARMC in regards to scheduling classes at AUHSD facilities and number of students enrolled in each cessation series.

B. Provide ARMC with a facility/room to conduct tobacco cessation services.

VII. General Provisions

A. Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.
C. Severability: The provisions of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provisions hereof.
D. Dispute Resolution. The parties will attempt to settle any dispute, internally through good faith negotiations. The parties may agree to submit a dispute to non-binding mediation.
E. Execution: Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

Anaheim Union High School District

_____
Dr. Jaron Fried
Assistant Superintendent, Education

_____
Date

Anaheim Regional Medical Center

Jaina Pallasigui
Jaina Pallasigui, MPH
Tobacco Cessation Manager

6/14/21
Date

Orange County Department of Education
Educational Services Division

EXHIBIT YY

Williams Settlement Legislation
Quarterly Report of Uniform Complaints
2020-21

District: Anaheim Union High School District

District Contact: Brad Jackson

Title: Assistant Superintendent, Human Resources

☐	Quarter #1	July 1 – September 30, 2020	**Report due by October 30, 2020**
☐	Quarter #2	October 1 – December 31, 2020	**Report due by January 29, 2021**
☐	Quarter #3	January 1 – March 31, 2021	**Report due by April 30, 2021**
☑	Quarter #4	April 1 – June 30, 2021	**Report due by July 30, 2021**

Check the box that applies:

☑ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of the complaints.

Type of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0		
Teacher Vacancies or Missassignments	0		
Facility Conditions	0		
TOTALS	0		

Name of Superintendent: Michael B. Matsuda

Signature of Superintendent: _____ Date: _____

Please submit to:

Alicia Gonzalez, Sr. Administrative Assistant
Orange County Department of Education
200 Kalmus Drive, Mail Stop 2910 Redhill
P.O. Box 9050, Costa Mesa, CA 92628-9050

Phone: (714) 966-4336 Email: aliciagonzalez@ocde.us Fax: (714) 327-1371

EXHIBIT NOT AVAILABLE AT TIME OF PRINT

1. Resignations/Retirements, effective as noted:

Derus, Jeffrey	Resignation	7/1/21
Emaguna, Isiah	Resignation	5/28/21
Guesno, Caleb	Resignation	7/1/21
Hale, Alyson	Resignation	5/28/21
Lopez Alegre, Otto	Resignation	7/1/21
Ruby, Christine	Resignation	5/28/21

2. Employment:

A. Teacher(s)/Probationary:

		Column	Step
Morales, Marisol	8/5/21	2	1
Munoz, Imelda	8/5/21	3	1
Shermna, Micah	8/5/21	4	5

B. Teacher(s)/Temporary:

		Column	Step
Acosta, Isabel	8/5/21	2	1
Ahrens, Danny	8/5/21	2	1
Bain, Brooke	8/5/21	2	1
Baker, Brandon	8/5/21	3	1
Beleno, Genely	8/5/21	4	3
Cameron, Jeffery	8/5/21	3	5
Carrell, Melissa	8/5/21	3	7
Chorn, Alexis	8/5/21	3	7
Collar, Jason	8/5/21	4	1
Corona, Jonathan	8/5/21	2	1
Esquivel, Savannah	8/5/21	2	1
Felix, Joseph	8/5/21	1	1
Garton, Keith	8/5/21	4	1
Guppy, William	8/5/21	3	3
Hylland, Cara	8/5/21	3	1
Juarez, Jonathan	8/5/21	1	6
Khadige, Rita	8/5/21	4	3
Kim, Jessica	8/5/21	3	5
Kim, Margaret	8/5/21	3	1
Martinez, Danny	8/5/21	2	1
Miller, Brian	8/5/21	1	3
Montoya, Maria	8/5/21	3	1
Morello, Michael	8/5/21	1	1
Mutrais, Verena	8/5/21	1	1
Nguyen, Mellodee	8/5/21	3	1
Oh, Vivian	8/5/21	3	2
Pardovich, Renee	8/5/21	4	1
Romo, Patricia	8/5/21	3	1
Saldana, Reihle	8/5/21	1	1
Soria, Claudio	8/5/21	4	5
Valle, Christian	8/5/21	3	1
Valle-Lara, Jesus	8/5/21	1	1
Van Vooren, Melissa	8/5/21	3	7

Vu, Kathy	8/5/21	3	7
White, Courtney	8/5/21	2	3
Winter, Branden	8/5/21	4	1
Wright, Benjamin	8/5/21	1	1

C. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Brief, Seana	6/2/21
Felix, Joseph	6/2/21
Tran, Khang	4/21/21

D. Counselor(s)/Probationary:

		Column	Step
Hanna, Rasha	7/21/21	2	3
Hara, Gary	7/21/21	3	3

E. Counselor(s)/Temporary:

		Column	Step
Millan, Yesenia	7/21/21	2	1
Serkez, Amber	7/21/21	3	7

F. Social Worker(s)/Temporary:

		Column	Step
Franco, Gabriel	7/21/21	3	3
Lopez, Bristol	7/21/21	3	2
Lorigo, Daniel	7/21/21	3	1
Ortiz-Marmolejo, Ailene	7/21/21	3	1
Rivera, Jennifer	7/21/21	3	2

G. Administrator Salary Placements/Temporary, effective as noted:

		Range	Step
Carmona, Jessica Psychologist	7/1/21	31	1
Guerrero, Jessica Psychologist	7/1/21	31	1
Gutierrez, Barbara Psychologist	7/1/21	31	1
Sorenson, Leslie Psychologist	7/1/21	31	1
Sweeny, Alison Psychologist	7/1/21	31	1

H. Administrator Salary Placements, effective as noted:

		Range	Step
Perez, Lauryn Program Specialist, GASELPA	7/12/21	30	1
Pulido, Shaylynn Program Specialist	7/1/21	30	6
Smith, Amanda Program Specialist, GASELPA	7/1/21	30	6

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 2021-22, effective as noted: (General Funds)

Churchill, Mark	8/5/21
Eastridge, Scott	8/5/21
Fenton, Kerri	8/5/21
Fried, Susan	8/5/21
Holt Jr., Edward	8/5/21
Karapoulios, Eleni	8/5/21
Leighton, Brandon	8/5/21
Leon, Emilia	8/5/21
Munesato, Lisa	8/5/21
Pham, Tony	8/5/21
Pryor, Roslynn	8/5/21
Russell, Jennifer	8/5/21
Shandy, Lisa	8/5/21
Sporn, David	8/5/21
Tsai, Pi-Yu	8/5/21
Winterton, Tanya	8/5/21

B. American Speech-Language-Hearing Association (ASHA) Certificate of Competence Stipend, to be paid to the following individual(s), in the amount of $1,220, for an earned ASHA Certificate of Competence, effective as noted:

Ruthenbeck, Lynn 8/5/21

C. California Speech-Language Pathology License Stipend, to be paid to the following individual(s), in the amount of $1,220, for an earned CA Speech-Language Pathology License, effective as noted:

Ruthenbeck, Lynn 8/5/21

D. Extended School Year (ESY), to be paid to the following individual(s), at the hourly rate of pay of $47.12 per person. Hours will vary depending on the planned activities and will be in session from June 2, 2021, through June 30, 2021. (Expanded Learning Opportunity Grant)

McDevitt-Dwyer, Trista

E. Summer Pods for the Class of 2024, for the listed individuals to assist students in credit recovery. The programs will be offered from June 7, 2021, through July 1, 2021, and vary in length. Teachers will be paid at the hourly rate of pay. (Expanded Learning Opportunity Grant)

Carrillo, Julie	Schultz, Matthew
Groover, Joseph	Tagler, Craig
Kanaly Krisdee	Tran, Trinh
Leighton, Brandon	Turner, Robin
Medina, Richard	White, Michael
Rodela, Jacqueline	Zelaya, Kevin

F. District ELPAC Testers, to administer the individual student portion of the English Language Proficiency Assessment for California (ELPAC), on an as-needed basis, effective April 16, 2021, to be paid at the rate of $160 per day. (CARES/ESSER (Elementary and Secondary School Emergency Relief) Funds)

Enell, Stephen

G. AIME Summer Internship Coordinator Stipend, for the following individual(s) who will oversee 123 high school students selected for a paid summer internship with business partners. Coordinators will work for seven weeks from June 1, 2021, through July 16, 2021. Individuals will be paid $7,000 per person, to be paid in two equal payments. (AIME Funds)

Pfeiffer, Sean
Solórzano, Raymond
Tenorio, Eric
Wilmoth, Scott

H. Orange County Friday Night Live/Club Partnership Stipend, to be paid for the 2020-21 school year to the following individuals as noted: (Orange County Department of Education Grant Funds)

Alvarez, Veronica	$1,500
Banales, Catarina	$1,500
Gangnath, Erika	$750
Loth, Sandra	$750
Resch, Nikki	$1,500
Ting, Cindy	$1,500

I. Extended School Year (ESY), to be paid to the following individual(s), at the hourly rate of pay of $47.12 per person. Hours will vary depending on the planned activities and will be in session from June 2, 2021, through June 30, 2021. (Expanded Learning Opportunity Grant)

Felix, Joseph

J. JROTC/NJROTC Department Leadership Stipend, for the following individuals, for the 2021-22 school year, in the amount of $1,727, to be paid half at the end of each semester: (General Funds)

McCall, Erik	Kennedy High School
McMahan, Kevin	Magnolia High School
Pearce, Jerry	Western High School
Rundblade, Rodney	Loara High School

K. JROTC/NJROTC Drill Team Stipend, for the following individuals, for the 2021-22 school year, in the amount of $2,302, to be paid half at the end of each semester: (General Funds)

Gastelum, Daniel	Western High School
Miles, Noel	Magnolia High School
Tolliver, Jeffrey	Katella High School
Truby, Richard	Anaheim High School

L. Doctorate Stipend, to be paid to the following individual(s) for an earned doctorate stipend, effective as noted:

Brutus, David	7/19/21

4. Change of contract for the following personnel who have completed the additional units and/or years of experience to advance on the salary schedule, effective as noted:

	From	To	Effective
Childers, Kaitlin	3 8	4 8	8/5/21
Chorn, Alexis	2 5	2 7	8/5/21
Kou, Jerry	3 5	4 5	8/5/21
Morales, Marisol	2 1	2 6	8/5/21
Ruthenbeck, Lynn	22 3	4 11	8/5/21
Valle, Christin	3 1	3 4	8/5/21
Willey, Michael	3 11	4 11	8/5/21

5. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

Batsaras, Yota	7/1/21
Licht, Carri	6/30/21
Maldonado, Yadira	6/30/21
Matsuo, Dawn	6/19/21
McMurry, Joanna	6/26/21
Pefley, Mackenna	6/7/21
Rodriguez, Sullibeth	6/16/21
Rojas, Jennifer	6/24/21
Vu, Van	7/1/21

6. Extra Service Assignments, employment effective as noted:

Classified:

	Salary	Term	Effective
Anaheim			
Arrellano Betancourt, Eddie Soccer, Assistant	$3,122	Season	3/1/21
Loara			
Besch, Cory Softball, Assistant	$3,460	Season	3/1/21

1. **Retirements/Resignations/Terminations, effective as noted:**

	Location:	**Effective**
Benavides, Christina Family and Community Engagement Specialist	Kennedy High School	06/15/2021
Bonikowski, Thomas Food Service Operations Supervisor	Food Service Department	07/14/2021
Cao, Joseph Technology Services Technician	Anaheim High School	07/06/2021
Jackson, Casey Custodian	Cypress High School	06/25/2021
Madi, Ayshah Food Service Assistant I	Food Service Department	12/18/2020

2. **Employment, effective as noted:**

	Range/Step:	**Effective:**
Permanent Employees:		
De Santiago, Henry Custodian	48/03	07/01/2021
Ebancula, Micah Athletic Trainer	57/01	07/16/2021
Felder, Darryl Payroll Supervisor	16/07	06/21/2021
Garcia, Remedios Office Assistant – Bilingual	47/03	08/02/2021
Guzman, Maria Office Assistant – Bilingual	47/01	08/02/2021
Kendrick, Elizabeth Custodian	48/01	07/01/2021
Mapula, Lee Custodian	48/01	07/01/2021
Mattina, Shalini Art Designer	65/03	06/23/2021
McNeil, Bryce Maintenance Welder/Fabricator	62A/01	06/29/2021

Moran Herrera, Veronica Office Assistant – Bilingual	47/02	08/02/2021
Nguyen, Phu Publications Technician	51/04	06/28/2021
Orozco, Daisy Office Assistant – Bilingual	47/02	08/02/2021
Papaioannou, George HVAC/EMCS Technician	64/07	06/29/2021
Parra, Jonathan Custodian	48/01	07/01/2021
Pasillas, Gabriel Technology Services Technician	58/01	06/09/2021
Peralta, Johnny Custodian	48/01	07/01/2021
Salcido, David Maintenance Carpenter	59/07	07/19/2021
Santella, Marissa Accounting Technician	57/01	06/28/2021
Santos, Manzanarez Custodian	48/02	07/01/2021
Trinidad Moreno, Gloria Custodian	48/01	07/01/2021
Verduzco, Marco Maintenance Locksmith	59/06	07/01/2021

Promotions:

Albarian, Daniel Secretary – Program Support	51/04	06/28/2021
Casillas, Maria Food Service Assistant II	49/05	08/11/2021
Castaneda, Karen Secretary – School Support (Bilingual)	53/06	07/16/2021
Choi, Jonathan Technology Services Technician II	60/06	07/01/2021
Dominguez, Janet Secretary – School Support (Bilingual)	53/05	07/16/2021

Escoto, Yolanda Food Service Assistant II	49/05	08/11/2021
Gamboa, Gabriel HVAC/EMCS Technician	64/03	07/01/2021
Gildo, Breanna Secretary – Registrar/Records	51/01	07/06/2021
Gutierrez, Andreina Secretary – Registrar/Records (Bilingual)	53/04	07/06/2021
Juarez Santos, Verenise Secretary – Registrar/Records (Bilingual)	53/02	07/06/2021
Judge, Juanita Senior Accounting Technician	59/08	07/01/2021
Leon, Raquel Secretary – School Support	51/01	07/16/2021
Manzo, Teresa Accounting Technician	57/06	07/16/2021
Martin, Karrie Secretary – Attendance	51/05	08/02/2021
Melendez, Raquel Secretary – School Support	51/07	07/16/2021
Mora, Johnny Technology Services Technician	60/09	07/01/2021
Parra Ortiz, Lizette Food Service Assistant III	50/02	08/11/2021
Pimentel, Esperanza Secretary – School Support	51/03	07/16/2021
Reyes Palacios, Julio Athletic Facilities Worker II	52/09	07/01/2021
Riggin, Jennifer Sr. Administrative Assistant – Program Support	59/02	07/01/2021
Rios, Monique Food Service Assistant III	50/01	08/11/2021
Sandoval Michael Secretary – Registrar/Records	51/03	07/06/2021

Soto Arroyo, Gustavo Maintenance Service Worker	53/08	07/01/2021
Tovar, Eric Athletic Facilities Worker II	52/10	07/01/2021
Valencia, Opalina Sr. Administrative Assistant – School Support	59/01	06/29/2021
Williams, Beth Food Service Assistant II	49/02	08/11/2021

Substitute Employees:

Briseno, Jazmin Substitute Secretary	51/01	06/15/2021
Briseno, Jazmin Substitute Secretary – Bilingual	53/01	06/15/2021
Chavez, Nancy Substitute Instructional Assistant – Specialized Academic Instruction	43/01	06/10/2021
Chavez, Nancy Substitute Instructional Assistant – Adult Transition	51/01	06/10/2021
Chavez, Nancy Substitute Instructional Assistant – Behavioral Support	51/01	06/10/2021
Chavez, Nancy Substitute Instructional Assistant – Medically Fragile	51/01	06/10/2021
Chavez, Nancy Substitute Instructional Assistant – Special Abilities	51/01	06/10/2021
Cruz Archila, Jesus Substitute Bus Driver	55/01	06/09/2021
Delgado Ortega, Edgar Substitute Campus Safety Aide	41/01	08/05/2021
Drake, Howard Substitute Custodian	48/01	07/01/2021
East, Ryan Intern	$14.53/Hr.	07/01/2021

Em, Nirom Substitute Custodian	48/01	07/01/2021
Ezell, Travis Substitute Campus Safety Aide	41/01	05/17/2021
Ezell, Travis Substitute Custodian	48/01	05/17/2021
Ibarra, Nathaniel AVID Tutor	$14.53/Hr.	07/01/2021
Luong, Joseph Substitute Campus Safety Aide	41/01	08/05/2021
Mar Huerta, Maria Substitute Bus Driver	55/01	08/05/2021
McKissic Watts, Shelia Substitute Bus Driver	55/01	06/14/2021
Nguyen, Manh Student Worker	$14.53/Hr.	08/11/2021
Okoroama, Chidera Student Worker	$14.53/Hr.	08/11/2021
OKoroama, Uchechi Student Worker	$14.53/Hr.	08/11/2021
Patel, Shawn Intern	$14.53/Hr.	07/01/2021
Ramirez, Christian Substitute Instructional Assistant – Specialized Academic Instruction	43/01	06/15/2021
Ramirez, Christian Substitute Instructional Assistant – Adult Transition	51/01	06/15/2021
Ramirez, Christian Substitute Instructional Assistant – Behavioral Support	51/01	06/15/2021
Ramirez, Christian Substitute Instructional Assistant – Medically Fragile	51/01	06/15/2021
Ramirez, Christian Substitute Instructional Assistant – Special Abilities	51/01	06/15/2021

Stenberg, Virginia Substitute Credentials Technician	57/10	06/14/2021
Sur, Nicholas Substitute Instructional Assistant – Specialized Academic Instruction	43/01	06/11/2021
Sur, Nicholas Substitute Instructional Assistant – Adult Transition	51/01	06/11/2021
Sur, Nicholas Substitute Instructional Assistant – Behavioral Support	51/01	06/11/2021
Sur, Nicholas Substitute Instructional Assistant – Medically Fragile	51/01	06/11/2021
Sur, Nicholas Substitute Instructional Assistant – Special Abilities	51/01	06/11/2021
Uanno, Sharon Substitute Bus Driver	55/01	06/15/2021
Wong, Amity Substitute Instructional Assistant – Specialized Academic Instruction	43/01	06/10/2021
Wong, Amity Substitute Instructional Assistant – Adult Transition	51/01	06/10/2021
Wong, Amity Substitute Instructional Assistant – Behavioral Support	51/01	06/10/2021
Wong, Amity Substitute Instructional Assistant – Medically Fragile	51/01	06/10/2021
Wong, Amity Substitute Instructional Assistant – Special Abilities	51/01	06/10/2021

3. **Summer Employment other than Extended School Year, effective as noted:**

	Range/Step	**Effective:**
Abu Khalaf, Zineh Translator/Interpreter	47/05	05/31/2021
Agaiby, Milad Bus Driver	55/01	06/03/2021
Armas, Norma Secretary – School Support (Bilingual)	53/10	06/28/2021
Armenta, Claudia Instructional Assistant – Specialized Academic Instruction	43/03	07/28/2021
Alviso, Jennifer Health Services Technician	51/05	07/23/2021
Azenon-Vargas, Amada Office Assistant – Bilingual (Spanish)	47/10	06/04/2021
Banks, Landry Secretary – Attendance (Bilingual)	53/10	07/26/2021
Barrios, Silvia Instructional Assistant – Bilingual (Spanish)	47/01	07/27/2021
Berber, Haydee Language Testing Assistant	51/03	05/31/2021
Bibian, Fernanda Instructional Assistant – Behavioral Support	51/06	07/26/2021
Cabrera, Veronica Language Testing Assistant	51/08	05/31/2021
Campos, Rocio Translator/Interpreter	53/02	06/01/2021
Carr, Vanessa Secretary – Attendance	53/10	07/26/2021
Castaneda, Karen Secretary – Registrar/Records	53/06	07/06/2021
Corona, Ali Licensed Vocational Nurse	55/04	07/22/2021
Cox, Dolores Bus Driver	55/07	06/03/2021

De Lira, Narciso Instructional Assistant – Bilingual (Spanish)	47/10	07/27/2021
Diaz, Alicia Health Screener	41/01	06/03/2021
Doiron, David Bus Driver	55/06	06/03/2021
Garcia, Lorena Instructional Assistant – Behavioral Support	51/10	07/28/2021
Gildo, Breanna Office Assistant	43/03	07/26/2021
Henderson, Calli Health Services Technician	51/07	07/21/2021
Higgins, Ashley Instructional Assistant – Specialized Academic Instruction	43/04	07/28/2021
Hinojosa, Alexis Bus Driver	55/02	06/03/2021
Ibarra, Erika Campus Safety Aide	41/10	07/27/2021
Kim, Angela Instructional Assistant – Bilingual (Korean)	47/01	05/31/2021
Kinney, Yanira Bus Driver	55/04	06/03/2021
Knight, Karen Bus Driver	55/06	06/03/2021
LaRue, Steven Instructional Assistant – Behavioral Support	51/04	07/26/2021
Leon, Raquel Office Assistant	43/03	06/04/2021
Lewis, Noemi Office Assistant	47/03	07/26/2021
Lizarraga, Norma Language Testing Assistant	51/04	05/31/2021
Lopez, Katheryn Instructional Assistant – Behavioral Support	43/01	07/27/2021

Luna, Rocio Secretary – Attendance	53/04	07/27/2021
Martin, Karrie Office Assistant	43/10	06/04/2021
Martinez, Carla Office Assistant	43/01	06/04/2021
Mejia, Marielena Instructional Assistant – Medically Fragile	51/05	07/26/2021
Melendez, Raquel Office Assistant – Bilingual (Spanish)	47/09	06/04/2021
McManus, Mallory Instructional Assistant – Behavioral Support	51/01	07/27/2021
Negrete, Jose Instructional Assistant – Specialized Academic Instruction	43/10	07/28/2021
Neri, Yazmin Office Assistant – Bilingual (Spanish)	47/07	06/04/2021
Nieves, Gabriela Bus Driver	55/04	06/03/2021
Ortiz, Elva Campus Safety Aide	41/10	06/14/2021
Paniagua, Elisa Instructional Assistant – Bilingual (Spanish)	47/10	07/25/2021
Park, Esther Translator/Interpreter	53/10	05/31/2021
Parra-Ortiz, Lizette Office Assistant	43/01	06/04/2021
Perez, Rosa Office Assistant – Bilingual (Spanish)	47/01	06/04/2021
Perez-Guillen, Jonathan Bus Driver	55/05	06/03/2021
Pickel, Degala Instructional Assistant – Behavioral Support	51/08	07/28/2021
Pittman, Sandra Health Screener	41/01	06/03/2021

Poulter, Diane Instructional Assistant – Specialized Academic Instruction	43/03	07/28/2021
Rankin, Lauren Instructional Assistant - Mathematics	51/07	07/28/2021
Reyes, Gerardo Campus Safety Aide	41/10	07/27/2021
Reynoso, Jessica Office Assistant – Bilingual (Spanish)	47/01	06/04/2021
Rios, Berenice Instructional Assistant – Specialized Academic Instruction	43/06	07/28/2021
Ruddell, Cheri Secretary - Attendance	51/10	07/26/2021
Ruhl, Laura Office Assistant	43/10	06/04/2021
Sandoval, Michael Office Assistant – Bilingual (Spanish)	47/04	06/04/2021
Sanft, Jacqueline Secretary - Attendance	51/10	07/25/2021
Segura-Vazquez, Lizbeth Translator/Interpreter	53/10	05/31/2021
Small, Rebena Instructional Assistant – Specialized Academic Instruction	43/10	07/27/2021
Valente, Jose Bus Driver	55/02	06/03/2021
Valerio, Geovannie Bus Driver	55/06	06/03/2021
Villasenor, Jesus Translator/Interpreter	53/10	05/31/2021
Walters, Vanessa Bus Driver	55/07	06/03/2021
Williams, Ronald Bus Driver	55/04	06/03/2021

Yacoub, Magdy Bus Driver	55/02	06/03/2021
Zahoryin, Steven Campus Safety Aide	41/04	06/14/2021

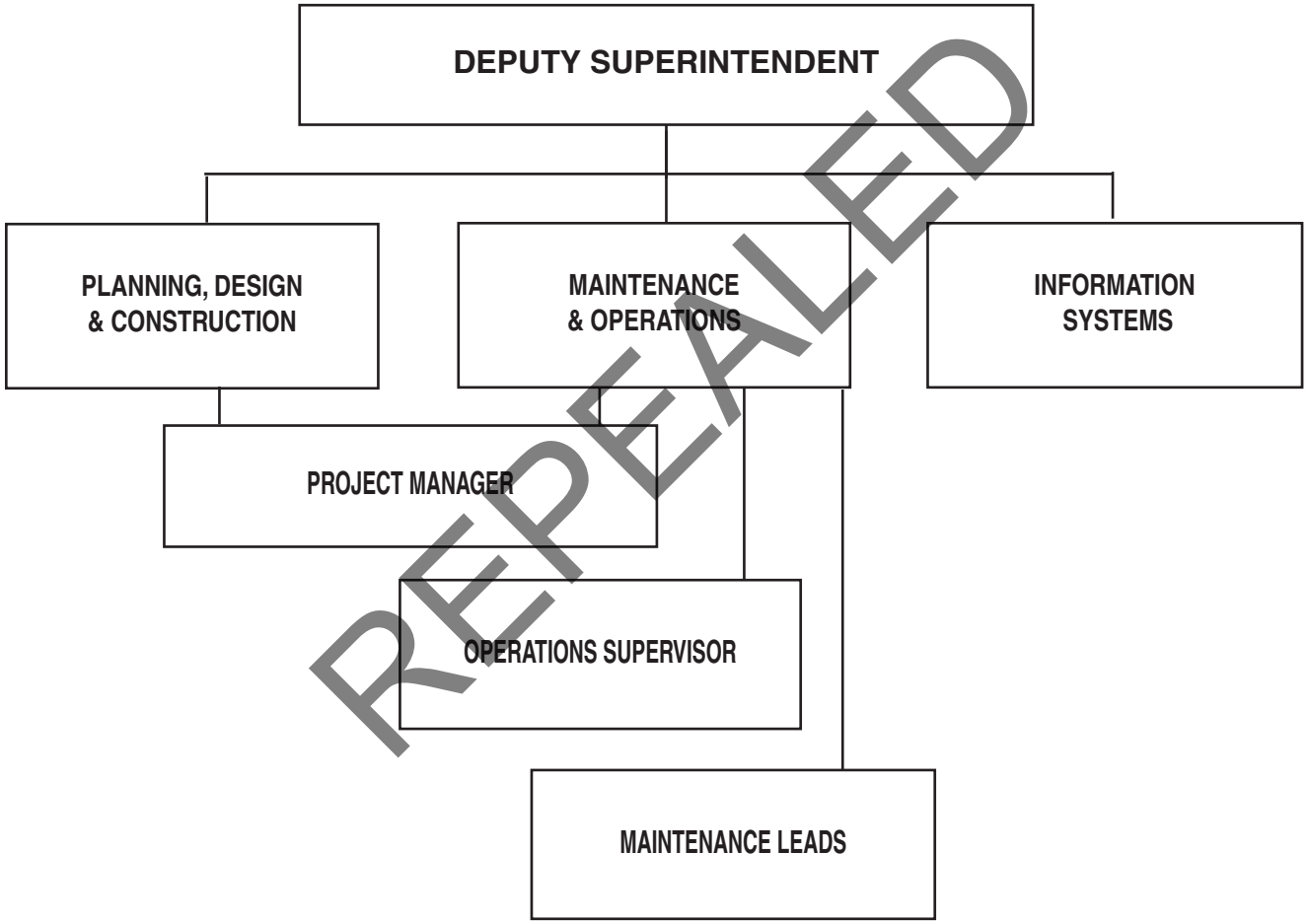
4. **Stipends:**

Summer Junior High Intramural, to be paid to the following individual(s), at stipend amount of $3,000* per person. Hours will vary depending on the planned activities and will be in session from June 4, 2021, through July 1, 2021. (Expanded Learning Opportunity Grant)

Gonzalez, Aaron*
Ramirez, Israel
Reyes, Gerardo*

**REVISED*

EXHIBIT CCC



REPEALED

ADULT EDUCATION PROGRAM 71106.02

SCHOOL YEAR

An Adult Education diploma will be issued to students who have successfully completed the following:

- acquired 200 credits
- completed all required courses
- scored a 3 or better on the Anaheim Union High School District Composition Writing Sample
- achieved a total 2.0 grade point average (GPA)
- passed the computer literacy requirement. This can be met by earning 10 semester credits with a grace of "C" or better, both semesters, in one of the selected computer courses or passing the Computer Literacy Challenge Test.
- passed the California High School Exit Exam (CAHSEE)
- earned credits in the following courses::

ENGLISH **40 CREDITS**
(or English Language Development (ELD) as appropriate)

English 1	10 credits
English 2	10 credits
English 3	10 credits
English 4	10 credits

MATHEMATICS **30 CREDITS**

PHYSICAL EDUCATION **20 CREDITS**

SCIENCE **20 CREDITS**

HEALTH SCIENCE **5 CREDITS**

HISTORY/SOCIAL SCIENCES **30 CREDITS**

World History/Cultures/Geography	10 credits
US History/Geography	10 credits
Principles of Am Democracy (Govt)	5 credits
Economics	5 credits

FINE ARTS OR FOREIGN LANGUAGE **10 CREDITS**

CAREER EDUCATION **10 CREDITS**

ELECTIVES **35 CREDITS**

REPEALED

ADULT EDUCATION PROGRAM 71106.02

RESIDENCE REQUIREMENT OF AT LEAST 15 CREDITS MUST BE EARNED IN ADULT EDUCATION IN ORDER TO BE ELIGIBLE FOR A DIPLOMA

DIPLOMA REQUIREMENTS ARE SUBJECT TO CHANGE AS MANDATED BY STATE LAW AND/OR BOARD POLICY

REPEALED

Board of Trustees
August 1993
Reviewed: May 1998
Reviewed: July 2001
Revised: March 2002
Reviewed: March 2003
Revised: December 2003
Revised: February 2005

E

ADULT EDUCATION 7510

The Board of Trustees recognizes that most persons in our society are lifelong learners through necessity, as well as by choice. Adult Education is the institution available to adult members of the community, and a prime agent for actualizing positive change among people The program goals and instructional objectives are found in the Anaheim Union High School District *Key To Learning* and are aligned with the California Department of Education criteria, including state standards and frameworks for adult education.

Major Goals:

1. Provide education readily accessible to community in neighborhood classrooms.

2. Provide programs needed in our community in the ten adult education program areas including:

    - Courses leading to a high school diploma
    - Programs to increase interest and competency in citizenship
    - Courses designed to improve English language
    - Classes in parent education
    - Classes for handicapped adults
    - Classes in vocational training
    - Classes related to special community needs

3. Foster lifelong learning across all segments of the community.

REPEALED

ADULT EDUCATION 7510-R

Provisions for Instruction:

The Anaheim Union High School District adult education program provides:

- A comprehensive program to meet the needs and desires of the community.
- A variety of courses for members of the community in such areas of academic instruction, basic education, business education, community services, parent education, career technical training, arts and crafts, and classes for substantially disabled adults.
- An academic program that enables adult members of the community to earn a high school diploma.
- Counseling services to guide students in developing a program of study that is in keeping with their educational and occupational needs.
- High interest course of cultural significance.
- Independent study is an educational option.

Enrollment

Adults shall have first priority for enrollment in any adult education classes, provided they enroll during the regular enrollment period. For the purposes of these programs, "adults" include persons age 18 or older or other persons not concurrently enrolled in a regular high school program. High school students may not enroll in the Anaheim Union High School District Adult Education Program until they have reached 18 years of age and their scheduled graduation date has passed before they are able to complete the requirements needed to earn a high school diploma.

High school seniors may be concurrently enrolled in the Anaheim Union High School District Adult Education Program provided they are maintaining a six-period day at the comprehensive site and are repeating classes needed for graduation, which cannot be scheduled during the regular school day. Second semester juniors are eligible to enroll in the program based upon space availability. Requirements for second semester juniors are the same as for a high school senior. Before concurrently enrolling in an adult education class, the high school student shall complete a documented counseling session that includes his/her parent/guardian and a certificated representative of the high school.

Board of Trustees
April 1995
Revised: May 1998
Revised: January 2005

REPEALED

LEGAL REFERENCE:

Education Code 52517
Education Code 52500.1(b)
Education Code 52523(a)

REPEALED

[Formerly in Policy 8538, Admission]

ADULT EDUCATION 7510-R

CONCURRENT ENROLLMENT EDUCATION PROGRAM

Students who fail required high school courses in curriculum areas may make-up failed courses during their senior year in the concurrent enrollment education program. Second semester juniors are eligible to enroll in the program based upon space availability,

Students must be enrolled in a district high school or alternative education program ~~for~~ full time. The enrollment form is completed by the high school counselor after a counseling session. The parent/ guardian is required to accompany the student to the concurrent enrollment education program counseling/registration meeting which is conducted by a counselor Parent/guardian and student signatures are required for entry.

These adult education courses are open to adults and concurrently enrolled high school seniors and/or second semester juniors. Courses are generally held at night to accommodate working adults and high school students. Adult education classes are not allowed to supplant regular high school classes.

REPEALED

ADULT EDUCATION 7510-R

SCHOOL YEAR
An Adult Education diploma will be issued to students who have successfully completed the following:

- acquired 200 credits
- completed all required courses
- passed all sections of the California High School Exit Exam (CAHSEE).
- achieved a total 2.0 grade point average (GPA)
- met the computer education requirement.
- earned credits in the following courses:

ENGLISH		40 CREDITS
(or English Language Development (ELD) as appropriate)		
English 1	10 credits	
English 2	10 credits	
English 3	10 credits	
English 4	10 credits	
MATHEMATICS		30 CREDITS
(1 year Algebra 1 mandated)		
SCIENCE		20 CREDITS
(1 year Life Science/1 year Physical Science mandated)		
HEALTH		5 CREDITS
COMPUTER EDUCATION		5 CREDITS
(This course does not fulfill the Career Education requirement.)		
HISTORY/SOCIAL SCIENCE		30 CREDITS
WORLD HISTORY/CULTURE/GEOGRAPHY	10 credits	
US HISTORY/GEOGRAPHY	10 credits	
PRINCIPLES OF AM DEMOCRACY (GOVT)	5 credits	
ECONOMICS	5 credits	
FINE ARTS OR FOREIGN LANGUAGE		10 CREDITS
PHYSICAL EDUCATION		20 CREDITS
CAREER EDUCATION		10 CREDITS
ELECTIVES		30 CREDITS

Residence requirement of at least 15 credits must be earned in Adult Education in order to be eligible for a diploma. Diploma requirements are subject to change as mandated by state law and/or Board Policy.

REPEALED

INCIDENTAL MATERIALS, ADULT EDUCATION 7901.10

The Board of Education authorizes the Superintendent or designee to establish necessary and appropriate incidental fees for adult education courses in which students need incidental supplies or materials to complete the approved coursework. Such fees shall not exceed the actual costs incurred by the district for the procurement and provision of the incidental supplies or materials.

All moneys accrued from the collection of incidental material fees shall be used for the purchase of required incidental supplies or materials used by adult students.

Any article made by students from the incidental supplies/materials and/or those purchased and provided by a student shall be the property of that student.

REPEALED

Board of Trustees
September 1993
Reviewed: December 2004

Memorandum of Understanding
Between Anaheim Union High School District and Ivy Education and Technology Ltd.

This Memorandum of Understanding (MOU) is entered into as follows:

I. Parties

Anaheim Union High School District (AUHSD)

Jaron Fried, Ed.D.
Assistant Superintendent, Education
501 N. Crescent Way
Anaheim, CA 92801

IVY EDUCATION AND TECHNOLOGY LTD. (IVY EDUCATION)

Sen Dai
Vice President
Wealth Freeport Building #1604
Jinan, Shandon, China 250001

II. Purpose

The purpose of this MOU is to outline the understandings of AUHSD, a California public school district, and Ivy Education, an International Education & Technology Company, for the creation of an international education initiative serving nonimmigrant foreign students in grades 9 through 12 with or seeking F-1 visas for admission in AUHSD schools.

Nonimmigrant foreign students may attend an AUHSD high school at any grade level between grade 9 and 12 for up to 12 months (Regular Program). Students in the Regular Program who complete their senior year at an AUHSD high school and meet domestic student graduation requirements may receive an AUHSD high school diploma.

Nonimmigrant foreign students who complete two years of instruction at their home school and transfer to an AUHSD high school for grade 12 as part of a three-year program will receive an AUHSD high school diploma upon successful completion of graduation requirements (Joint Program or Dual Diploma Program). AUSHD and Ivy Education will cooperate in coordinating curriculum for the Joint Program/Dual Diploma Program to align coursework completed in China with AUHSD graduation requirements.

The Regular Program and the Joint Program are collectively referred to herein as the Program.

III. Term

The parties' previous agreement ended on June 30, 2021. The parties now desire to enter into this MOU with a term through June 30, 2025, unless otherwise terminated by the parties.

Either party may terminate this MOU by providing a written notice of termination to the other party 30 days in advance of the termination date, provided that any money due or financial commitments existing at termination shall remain due and payable by the responsible party.

This MOU shall terminate automatically in the event that AUHSD's certification of eligibility to enroll nonimmigrant foreign students in AUHSD schools expires or is terminated by the U.S. Department of Homeland Security's Student and Exchange Visitor Program.

IV. Ivy Education Responsibilities

Ivy Education shall:

a. Recruit qualified students for the Program
b. Provide and translate required student documents including, but not limited to, transcripts
c. Assist AUHSD with interpreting and transferring credit for coursework completed in China
d. Coordinate curriculum for the Joint Program to align coursework completed in China with AUHSD graduation requirements
e. Coordinate payment of tuition and fees to AUHSD from admitted students prior to issuance of Form I-20
f. Recruit and maintain qualified host families for the Program
g. Ensure housing, accommodations, and supervision for admitted students at AUHSD schools during all times outside of the school day
h. Facilitate communications between AUHSD, students and parents
i. Sponsor and lead trips to China for AUHSD representatives, in accordance with District policy, for purposes of Program promotion and recruitment and Joint Program events
j. Sponsor qualified AUHSD teachers, in accordance with District policy, for the Joint Program in China
k. Recruit qualified teachers for the Joint Program in China
l. Agree to the hold harmless, indemnification, and insurance requirements outlined in Exhibit A and provide AUHSD a copy of insurance coverage that meets minimum requirements outlined in Exhibit A

V. AUHSD Responsibilities

AUHSD shall, subject to California law and AUHSD policy:

a. Admit to the Program qualified students as determined by AUHSD
b. Complete and issue Form I-20 to admitted students
c. Provide a program coordinator for the Program
d. Provide a full-year academic program for admitted students at AUHSD schools
e. Provide academic and social assistance for admitted students at AUHSD schools
f. Issue an AUHSD diploma to admitted students who meet graduation requirements
g. Support Ivy Education in recruiting host families for admitted students at AUHSD schools
h. Share pupil records of admitted students at AUHSD schools
i. Provide emergency health care and first aid to admitted students at AUSHD facilities
j. Provide or approve qualified teachers for the Joint Program in China
k. Support Ivy Education in coordinating curriculum for the Joint Program to align coursework completed in China with AUHSD graduation requirements
l. At Ivy Education request, monitor and evaluate student progress in the Joint Program leading to application to AUHSD

VI. Short-Stay and Professional Development

In addition to the Program, the Parties may enter into separate agreements for the purposes of (i) short-stay visits by Ivy Education students to AUHSD schools to immerse themselves in a typical educational experience in the United States and/or (ii) professional development visits by Ivy Education teachers and staff to AUHSD schools. Ivy Education shall reimburse AUHSD for the cost of short-stay visits and professional development visits on a daily or hourly basis as provided in a separate agreement.

AUHSD agrees to provide virtual professional development seminars and instruction to Chinese teachers, administrators, and staff at Jinan Foreign Language School, for which Ivy Education agrees to pay to AUHSD US$50,000 by September 1, 2022; US$60,000 by September 1, 2023; and US$70,000 by September 1, 2024 on the condition that the Chinese Educational Bureau approves the International Education Program.

VII. General Provisions

A. Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Severability. The provisions of this MOU are severable and the unenforceability of any provision of this MOU shall not affect the enforceability of any other provisions hereof.

D. Dispute Resolution. This MOU shall be governed by California law and enforceable in California. The parties will attempt to settle any dispute internally through private negotiations. The parties may agree to submit a dute to non-binding mediation.

E. Execution. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.

Anaheim Union High School District (AUHSD)	**Ivy Education and Technology Ltd. (Ivy Education)**
Jaron Fried, Ed.D. Assistant Superintendent, Education	Sen Dai Vice President
Date:	Date: 07.02.2021

Exhibit A

INDEMNIFICATION AND HOLD HARMLESS:

PEDUS agrees to defend, indemnify and hold harmless AUHSD, its Board of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by PEUDS's program participation.

INSURANCE:

PEDUS shall for the duration of the Program secure and maintain in force at its own cost and expense, at all times during which this Agreement is in effect, policies of insurance that meet the minimum requirements of Anaheim Union High School District as described below:

A. Commercial Liability Insurance for personal bodily wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:

   i. Each Occurrence $1,000,000
   ii. Sexual Misconduct (may be included in General Liability)* $1,000,000
   If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.
   iii. General Aggregate $2,000,000

B. PEDUS must provide a Certificate of Insurance or other evidence of insurance satisfactory to Anaheim Union High School District, with specific reference to the event described in this Agreement. With regard to coverage described under paragraphs A above:

   i. By endorsement, the policy must reflect Anaheim Union High School District as an additional insured. The policy number on the certificate of insurance must match the policy number on the endorsement (if Blanket Additional Insured Endorsement is not provided).

* A stand-alone Sexual Misconduct policy may be submitted on a claims-made basis.

Agreement

Jinan Foreign Language School in Jinan, Shandong, People's Republic of China, and Anaheim Union High School District, Cypress High School in Anaheim, California, United States (collectively, the parties) desire to enter into the following agreement to promote international education for Chinese students, following the requirements of the "National Medium and Long-term Educational Reform and Development Program" and "Shandong Medium and Long-term Educational Reform and Development Program" to increase the standards of international education, introduce advanced educational resources, educate more Chinese students with international scale and view, including mastery of the rules of the world to compete on the world stage. Moreover, to increase the educational cooperative standards in Jinan, now based on "Regulations of the People's Republic of China on Chinese-foreign Cooperative Education" and "The Implementation Measures of the Regulation of the People's Republic of China on Chinese-foreign Cooperative Education," the parties agree in fairness and on a win-win basis as below:

1. The two parties

Party A: Jinan Foreign Language School
Address: No. 3399, Jinyu Road, Jinan, Shandong
Principal: Xinli Liu

Party B: Anaheim Union High School District, Cypress High School
Address: 501 N. Crescent Way, Anaheim, CA 92801, United States
Superintendent: Michael Matsuda
Principal: Kevin Hodgson

2. Mission and Target

Mission

Based on the fairness, trust, and benefit between the parties, we would discuss and exchange the two parties' strengths and advantages in education, introduce the advanced resource and methods in high school education of the U.S., and build up a comprehensive educational system for international high schools in Jinan. Our mission is to educate more Chinese students with international scale and view, including mastery of the rules of the world to compete on the world stage, moreover, to increase the educational cooperative standards in Jinan.

Target

Our target is to educate students with comprehensive competitiveness in the world, train their creativity, independent working ability, and critical thinking ability. We also focus on our students' communication skills, plus the education on arts and science, fostering students with international scale and view, including mastery of the rules of the world to compete on the world stage. An international program in Jinan will satisfy the needs of students and parents there.

3. Content and Period of validity

Content

The parties will exchange their advanced educational resources and methods, party A introduces China's advanced high school education resources, party B introduces the U.S. educational resources and concept. As part of the parties' cooperation, some of party A's excellent students will obtain a chance to enroll in and attend party B's high school for study.

(1) Name of cooperation program:
Jinan Foreign Language School International High School Program
(2) Address of school: No.3399, Jinyu Road, Jinan, Shandong
(3) Mode of study: Full time in 3 years
(4) Students to be enrolled: 30 students/class, 4 classes, a total of 120 students
(5) Course: China's high school compulsory courses plus U.S. high school courses including English, math, science, and performing arts.

Period of Validity

The validity of this agreement is 6 years. It is activated upon the parties' respective signing of this agreement, and the expiration date is 30th June 2027.

If the parties want to continue this cooperation after its expiration, the new contract should be signed one year before the expiration date and the new contract should be submitted by party A to the government for any necessary approval.

Notice by a party to terminate the cooperation of the relationship should be given 30 days in advance by that party. If there is an issue that lets the program stop or the parties agree to close the program, the parties should collaborate in an effort to guarantee a proper arrangement for the program and party A should submit related documents to the government.

If there are still students studying in this international high school when the program is going to be closed, all students should be arranged into normal high school class in party

A's school. Party A should promise all students can get the diploma of China's high school, and ensure the closing of this program would not affect the student's study.

4. The input from both parties:

Party A should provide the facilities, faculty, student dorms, dining hall, library, laboratory, and playground , totally value _____ RMB, and _____teachers.

Party B will introduce the U.S. high school curriculum (including English, Math, Science and performing arts), as well as the management system on education, and party B also will approve teachers and supervisors to guarantee the quality of education online or offline, the cost of which will be covered by the tuition paid by students to party A.

5. Responsibilities of two parties

Responsibilities of party A

(1) Provide the certificate of education and supplementary documents, handle the application and preparation issues, including the approval of tuition fee from the government;

(2) Provide the classrooms, faculties, and related education services;

(3) Provide China's high school compulsory courses including the teaching staff and textbook, and provide graduates China' high school diploma when they finished all courses;

(4) Provide the enrollment administration and teaching management, conduct the arrangement of all students and education, supervise the teaching quality, to ensure the international high school's process;

(5) Promote this international high school program among Chinese students and recruit;

(6) Collect the tuition fees, board, and meal fees in school;

(7) Recruit the Chinese teachers and provide contract, salary, bonus, compensation, insurances and other costs occurred during working;

(8) Conduct with the foreign teachers management, provide them dorms and meals (in school if possible when there is no dorms provided in school, party A arranges the hotel under two parties agreement), and provide related teaching support.

Responsibilities of Party B

(1) Provide supplementary documents and information to apply the international program from the Local government;

(2) Introduce U.S. high school courses, textbooks, curriculum, and evaluation methods;

(3) Beginning in 2022 or later, approve 3 U.S. teachers to be employed by party A to teach U.S. courses in China, and approve 1 supervisor to supervise the teaching quality;

(4) Award an AUHSD diploma to qualified students who complete graduation requirements as F-1 visa students in the U.S.;

(5) Consult with excellent graduates who decide to apply for university;

(6) Assist party A with the program promotion and recruitment.

6. Rights and Obligations

(1) Two parties should form a joint management committee to manage the cooperation program. The committee includes 6 people, with 3 from party A and 3 from party B. A representative of party A is to serve as the president of this committee, while a representative of party B is to serve as the vice president of this committee. The committee should hold a meeting at least once a year, and any important issues should be approved by at least 2/3 of this committee.

(2) All documents and teaching materials' rights should be reserved without any legal issues and the teaching materials should also be available when there is an adjustment in some parts of them.

(3) Two parties should encourage the exchange between two schools among students and teachers, such as short-term visits, training courses of teaching staff, summer/winter camp, etc.

7. Tuition fees and financial issues

(1) The standards of tuition fees for party A are based on the present international high school program tuition fees in Shandong, and follow the rules and legal issues of China's government. Party A should submit the application of tuition fee to the education department of government, the final result of tuition fees to the education department of government, the final result of tuition fees should refer to document from the government.

(2) According to the educational cooperation program requirements, the fees of this program should be managed separately. Party A should set up an account for this program and manage all fees in this account.

(3) Tuition fees should be collected at the beginning of the academic year and the tuition fees are used to cover the cost of education from both parties while students attend party A's school, no extra fees should be charged. This does not apply to tuition and fees paid to party B prior to issuance of Form I-20 for F-1 visa enrollment in the U.S.

(4) All tuition fees for party A should be used to conduct the education of international high school: 10% for the students' textbooks, 1.2% for the student's extracurricular activities cost, 17.4% for the administrative fees and management cost, 64.2% for teaching staffs, 7.2% for the foreign teachers' insurance and bonus. For more details about the cost please refer to the application form of the educational cooperation program.

8. Arguments and Solutions

(1) If there is an argument in cooperation, the parties should strive to solve it together by discussion or meeting.

(2) If students in this program cannot meet the requirement of graduation when all courses are finished, party A should provide one more academic year for the students without any charge.

(3) If students in this program cannot meet the requirement of graduation when all courses are not finished as the school requires, party A should return all tuition fees to the students.

(4) If there are any issues that cannot be solved by discussion or negotiation, any party can institute court action in California.

9. Other issues

(1) Two parties should encourage students and teachers to join into exchange programs, details of this exchange program, are discussed in another file.

(2) Any adjustment or additional materials in this agreement requires the signature of both parties' representatives, and then submit to the government to get approval.

(3) Any additional materials or issues should be included in "additional agreement" with the signature of two parties' representatives, and report to the government for record.

(4) This agreement is established in both Chinese and English in four copies of each language, two parties should confirm all contents and sign on all of them. Each party would keep one copy and the other two copies are for government application use.

(5) This agreement will be activated once the representatives of two parties sign-on, and approved by the government.

(No content of agreement below)

Party A(seal): Jinan Foreign Language School

Representative: Xinli Liu

Date:

Party B(seal): Anaheim Union High School District, Cypress High School

Representative: Michael Matsuda

Date:

Representative: Kevin Hodgson

Date:

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Minutes
Thursday, June 17, 2021

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President Piercy called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 3:32 p.m.

Present: Anna L. Piercy, president; Katherine H. Smith, clerk; Al Jabbar, assistant clerk; Brian O'Neal and Annemarie Randle-Trejo, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Nancy Nien, Ph.D., assistant superintendents; and Karl H. Widell, District counsel.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the amended agenda:

- Page 3 of the agenda, pull item 6.2.
- Page 9 of the agenda, item 10.6, replace "Budget Implication" wording to clarify cost of $175,000.
- Page 23 of the agenda, item 11.20, correct the amount for Bid No. 2021-22 to $199,000.
- Page 39 of the agenda, pull item 11.61.
- Page 43 of the agenda, item 14.1, change meeting time to 4:00 p.m.
- Exhibit R, replace page 1 to include names of signees.
- Exhibit XXX, replaces pages 16 through 18.

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 3:37 p.m.

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

5.1 ***Reconvene Meeting***

The Board of Trustees reconvened into open session at 6:07 p.m.

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

Board President Piercy 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 negotiations.

5.3.3 No reportable action taken regarding personnel.

5.3.4 The Board of Trustees unanimously voted to make the following appointment:

James Robinson, Executive Director of Fiscal Services

5.3.5 The Board of Trustees, by a vote of 5-0, approved the settlement agreement in Orange County Superior Court Case No. 30-2015-00812893-CU-PO-CJC.

5.3.6 The Board of Trustees, by a vote of 5-0, approved the settlement agreement in Orange County Superior Court Case No. 30-2019-01085464-CU-OE-CJC.

5.3.7 The Board of Trustees, by a vote of 5-0, approved the settlement agreement in OAH Case No. 2021040540, resolving all issues in student's due process complaint by providing compensatory services, assessing student, and providing reimbursement in the amount of $8,000.

5.3.8 The Board of Trustees, by a vote of 5-0, approved the settlement agreement in OAH Case No. 2021040786, resolving all issues in student's due process complaint by providing compensatory services, an independent educational evaluation, and reimbursement in the amount of $5,500.

James Robinson, executive director of Fiscal Services, thanked the Board and Cabinet for the opportunity and is looking forward to supporting the AUHSD community.

6. RECOGNITIONS

6.1 ***Classified Employees of the Year***

The Board of Trustees recognized the Classified Employees of the Year for their dedicated service to the Anaheim Union High School District. The employees were all honored at the Classified Employee of the Year Recognition event on May 13, 2021.

Jazmin Alba–Sr. Administrative Assistant, Education and Information Technology
Virginia Arrizon–Sr. Administrative Assistant, Orangeview Junior High School
Liliana Carrillo–Executive Assistant, HR Certificated
Edward Crook–Equipment Repair Mechanic, Maintenance & Operations
Brooks-Anne Crumley–Secretary-Attendance, Lexington Junior High School
Lisa Cruz–Sr. Administrative Assistant, Savanna High School

Michelle Diaz–Secretary-School Support, Katella High School
Janet Dominguez–Secretary-Attendance (Bilingual), Brookhurst Junior High School
Kenneth Flores–Athletic Facilities Worker II, Magnolia High School
Wendy Gaggiano–Licensed Vocational Nurse, Hope School
Alma Garcia–Instructional Assistant-Behavioral Support, Western High School
Christopher Johnson–Technology Services Technician, South Junior High School
Mirna Leavenworth–Secretary-School Support (Bilingual), Gilbert High School
Paula Martin-Secretary-Registrar/Records, Loara High School
Elizabeth Medina–Family and Community Engagement Specialist, Dale Junior High School
Rocio Mendez-Translator/Interpreter, Anaheim High School
Sarah Mesa–Instructional Assistant-Specialized Academic Instruction, Kennedy High School
Judy Mugica-Instructional Assistant-Specialized Academic Instruction, Cypress High School
Rosa Perez–School Library Media Technician, Sycamore Junior High School
Esperanza Pimentel–Office Assistant (Bilingual), Ball Junior High School
Luis Rodriguez–Athletic Facilities Worker I, Walker Junior High School
Martha Salcedo–Secretary-Program Support (Bilingual), English Learner Office
Melanie Thomasson–Employee Relations Analyst, HR Classified
Opalina Valencia-Secretary-School Support, Oxford Academy

6.2 This item was pulled prior to the adoption of the agenda.

7. REPORTS

7.1 ***Reports of Associations***

James Goran, ASTA president, stated he is appreciative of the LCAP stakeholder process and grateful that the investment in smaller class sizes is included in the LCAP, as this would allow students' needs to be met.

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

There was no report.

8. PUBLIC COMMENTS, OPEN SESSION ITEMS

8.1 Ana Fernandez, Anaheim Intersections Initiative member, stated that the group's purpose is to address institutionalized racism and discrimination, while strengthening the engagement in schools. Additionally, she communicated that she participated in the LCAP and would like more transparency as it pertains to the budget.

8.2 Adan Peña, Anaheim High School student, advocated to prioritize the mental health and well-being of students by allocating funding in the LCAP.

8.3 Maritza Bermudez, District parent, expressed she would like for all parents to have a "full voice" in regards to District matters and would like the District to encourage parents to participate in the LCAP process.

8.4 Rosa Bond, Anaheim Intersections Initiative member, spoke about institutionalized racism and stated all students are not given the same opportunities. She would like to see these issues discussed and included in the LCAP process.

9. PRESENTATIONS

9.1 ***California School Dashboard and Local Indicators***

Background Information:
California's accountability system is reported through the California School Dashboard (Dashboard). The purpose of the Dashboard is to report on district, school, and student group performance on multiple indicators aligned to the Local Control Funding Formula (LCFF) and state priorities. Performance levels are displayed using a color system for the state indicators: Academic Indicator English/Language Arts, Academic Indicator Math, Chronic Absenteeism, English Learner Progress, Suspension Rate, Graduation Rate, and College/Career Readiness. Since state data is not available for some priority areas identified by LCFF, the State Board of Education approved local indicators and self-reflection tools for districts to use to measure progress. Local Education Agencies (LEAs) are required to collect and report information on the local indicators: Basic Services, Implementation of State Standards, Parent Engagement, School Climate, and a new local indicator, Course Access.

Current Consideration:
In compliance with state regulations, an annual presentation to the Board of Trustees was presented to report the District's progress on the Local Indicators using locally collected data. The report will include the District's current performance in each area, as well as a needs assessment, and a final rating of Met, Not Met, or Not Met for Two or More Years.

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 ***Local Control and Accountability Plan (LCAP) and Annual Update***

Background Information:
The LCAP and annual update provides details regarding the District's actions and expenditures to support pupil outcomes and overall performance pursuant to California Education Code Sections 52060, 52066, 47605, 47605.5, and 47606.5. California Education Code Section 52060 requires the governing board of each school district to adopt the LCAP and annual update using a template adopted by the State Board of Education. School districts must also ensure that teachers, principals, administrators, and other school personnel, as well as local bargaining units, parents, and pupils were consulted in the development of the 2021-22 LCAP and were also provided information regarding the annual update. The annual update details the actual LCAP expenditures that were projected for the 2019-20 year and expenditures for the 2020-21 Learning Continuity and Attendance Plan.

Current Consideration:
Manuel Colón, chief academic officer, Educational Services, and staff presented the LCAP and annual update to the Board of Trustees.

Budget Implication:
The program and goals contained in the LCAP must align with the terms of the District's 2021-22 annual budget and multi-year budget projections.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

9.3 ***Public Hearing, Local Control and Accountability Plan (LCAP) and Annual Update***

Background Information:
The LCAP and annual update provides details regarding the District's actions and expenditures to support pupil outcomes and overall performance pursuant to California Education Code Sections 52060, 52066, 47605, 47605.5, and 47606.5. California Education Code Section 52060 requires the governing board of each school district to adopt the LCAP and annual update using a template adopted by the State Board of Education. School districts must also ensure that teachers, principals, administrators, and other school personnel, as well as local bargaining units, parents, and pupils were consulted in the development of the 2021-22 LCAP, and were also provided information regarding the annual update. The annual update details the actual LCAP expenditures that were projected for the 2019-20 year.

Current Consideration:
Notice of the public hearing was posted in three public places in our District, ten days prior to this public hearing. The proposed LCAP is available for public inspection in the Educational Services Department, Monday through Friday, June 7, 2021, through June 17, 2021, 8:00 a.m. to 4:00 p.m. The purpose of the public hearing was to allow the public an additional opportunity to speak on the District's LCAP and annual update.

Budget Implication:
There is no impact to the budget

Action:
Although this was an information item 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 LCAP and annual update.

President Piercy opened the public hearing at 9:29 p.m.

There were no requests to speak.

President Piercy closed the public hearing at 9:29 p.m.

9.4 ***Public Hearing, 2021-22 Proposed Budget***

Background Information:
The Board of Trustees was requested to open a public hearing on the 2021-22 proposed budget. Education Code Section 42103 requires the governing board of each school district to hold a public hearing on the proposed budget for its district. The public hearing should be held on, or before, July 1, 2021, and should be held at least three days following availability of the proposed budget for public inspection. At the hearing, any resident of the District has an opportunity to appear and comment on the budget. The budget will not be considered for adoption by the Board of Trustees until after the public hearing has been held.

Current Consideration:
Business Services staff presented the 2021-22 proposed budget. The Board was required to hold this public hearing before such adoption.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board opened a public hearing to provide the public an opportunity to speak on the 2021-22 proposed budget.

President Piercy opened the public hearing at 9:29 p.m.

There were no requests to speak.

President Piercy closed the public hearing at 9:29 p.m.

10. ITEMS OF BUSINESS

BUSINESS SERVICES

10.1 ***Agency Membership, California Association of School Transportation Officials***

Background Information:
The California Association of School Transportation Officials (CASTO) was founded in 1968 to promote safe pupil transportation for all California children. They are dedicated to the safety of all children through education and training in every avenue of transportation. CASTO is recognized by State and Federal agencies and other professional organizations as the leader of school transportation safety in California.

Current Consideration:
CASTO membership provides leadership and educational opportunities to the passenger transportation community, that results in the safest, most cost effective transportation through professional development, public awareness, legislative, and regulatory advocacy.

Budget Implication:
The cost for a District agency membership for the 2021-22 year is $1,000. This cost will be offset by the reduced cost to send staff to professional development. (General Fund)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the agency membership.

EDUCATIONAL SERVICES

10.2 ***New Board Policy 7607, Esports, Second Reading***

Background Information:
Esports programs existed throughout the District for several years. These programs were created and coordinated by teachers and other volunteers, and experienced high levels of student participation. District volunteers and partners, such as Anaheim Achieves, organized tournaments for student competition, and students also participated in tournaments organized by groups such as the North America Scholastic Esports Federation (NASEF). Students reported Esports participation helped them connect with their schools and fellow students, develop the 5Cs (communication, collaboration, critical thinking, creativity, and character), and discover potential careers. While the District's Esports programs have been

successful, the District would like to establish support for these programs, as well as develop guidelines for game selection and student participation.

Current Consideration:
The Esports Board Policy recognizes the District's support for Esports as a way to engage students in school, develop career readiness and social skills, as well as provide practice of the 5Cs. In addition, the policy supports using funding, if available, for equipment and a coordinator to support Esports programs, and the development of a committee of representative stakeholders to support the program. The policy also establishes support for professional development to support Esports, as well as collaboration with institutions of higher education, businesses, and community Esports agencies. Finally, the policy provides guidelines for game selection, a student code of conduct, and parent approval for the use of communication websites associated with Esports.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board reviewed and approved New Board Policy 7607.

10.3 ***Grant Award, FUSE Science, Technology, Engineering, Art, and Mathematics (STEAM) Grant***

Background Information:
FUSE is a STEAM Lab program and makerspace for 4th-12th graders, housed within Northwestern University. They are a research-based program that transforms classrooms into learning studios where students engage in over 30 STEAM challenges based on their own interests. This program shows that students in FUSE emerge with newly identified STEAM interests, and also develop in their 21st Century skills. FUSE was founded in 2011, and currently partners with over 200 schools across the country.

Through the support of the Mazda Foundation, FUSE opened a competitive grant process for middle schools in Los Angeles and Orange counties. Through this opportunity, 10 schools have been selected to receive a grant that includes a two-year implementation of our program, which includes 32 STEAM challenges. The implementation will cover the 2021-22 and 2022-23 years, and the grant includes all materials, supplies, equipment (two 3D printers), as well as a two-day training to be held over the summer.

Current Consideration:
Dale Junior High School is one of 10 schools awarded the FUSE Grant. Dale Junior High School was the only school site within the District that applied at the time. The FUSE Grant includes the first year site license for the FUSE Innovate package (a $20,000 value). It also includes all challenge materials, including two Prusa i3 MK3 3D printers, as well as website access for youth and facilitators. Professional development over the summer for the school's implementation team and year-round implementation support from the FUSE team is also included.

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 of Trustees accepted the grant award.

10.4 ***Group Booking Agreement, Temecula Creek Inn, GEAR UP Conference***

Background Information:
The District attends two GEAR UP conferences annually to build the capacity of District staff at our GEAR UP sites. Unfortunately, as a result of COVID-19, the District has been unable to attend the GEAR UP conferences since July 2019. With the state scheduled to open up beginning on June 15, 2021, and more importantly, in effort to bring our District team together with our GEAR UP partners, a retreat/conference is being scheduled for July 6-8, 2021, in Temecula, California.

Current Consideration:
In order to secure the venue, the District made an initial deposit to the venue. Additional deposits will be required to secure the accommodations. In the past, the District paid GEAR UP to attend the conference. This year, GEAR UP will be paying the District their annual allocation to the District. Therefore, this is essentially a pass-through since our District will be hosting the event instead. Services will be provided July 6, 2021, through July 8, 2021.

Budget Implication:
The total cost for these services is not to exceed $19,971.39 (LCFF Funds)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the group booking agreement.

10.5 ***Educational Consulting Agreement, Next Gen Science Innovations, Jim Clark***

Background Information:
Next Gen Science Innovations (NGSI) was founded by teachers who understand the needs and realities of other classroom teachers. NGSI's emphasis is supporting teachers and other District leaders in their development of equitable and inclusive classrooms while increasing their confidence in implementing phenomena-based, three-dimensional Next Generation Science Standards (NGSS) lessons and strategies. NGSI does this through Districtwide support workshops with innovative approaches to support the shifts in content and practice for effective NGSS implementation.

Current Consideration:
NGSI will provide the Equitable Grading Practices workshop to District science teachers. The workshop is designed around the "why" of shifting a grading system and the "how" of those changes. Services are being provided June 3, 2021, through July 29, 2021.

Budget Implication:
The total cost for these services is not to exceed $6,000. (LCFF Funds)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees ratified the educational consulting agreement.

10.6 ***Cooperation Agreement, Roadtrip Nation (RTN)***

Background Information:
Roadtrip Nation is an educational media production company based in Costa Mesa that produces the documentary series *Roadtrip Nation*. In addition, they have developed a career exploration portal utilizing their archive of interview footage of professionals from a variety of careers. This portal helps users connect their skills and interests to potential careers, and provides interviews, as well as "day in the life" videos to help learners understand the skills needed in various careers.

Current Consideration:
Roadtrip Nation (RTN) and the District will enter into an agreement to provide a Digital Career Exploration Hub to be used by students and community members to explore potential careers, conduct virtual job shadowing, and to connect with and interview employers to develop their career and life goals. RTN will also produce student project interview videos that will reside on the landing page focused on leaders in specific career pathways or industries. Finally, RTN will provide access to its work-based project experience for mentors/educators to help students develop the skills necessary to successfully navigate authentic career exploration. Services are being provided June 1, 2021, through August 31, 2024.

Budget Implication:
The cost for creating and maintaining the Digital Career Exploration hub for a total of three years is $175,000; $50,000 will be funded by a grant from the Orange County Community Foundation. The remaining cost to the District is $125,000. (Resiliency Funds)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees ratified the cooperation agreement.

10.7 ***Educational Consulting Agreement, Crisis Prevention Institute***

Background Information:
The Crisis Prevention Institute (CPI) provides evidence-based de-escalation and crisis prevention training on the skills needed to safely de-escalate crisis situations. Training focuses on verbal de-escalation and early intervention, giving staff an effective framework for decision-making and problem solving. By teaching safe disengagements and restrictive interventions that can be implemented with the least use of force, this training supports the safest environment for students and staff. Post-crisis strategies assist teams in recognizing opportunities to learn prevention strategies in the aftermath of a crisis.

Current Consideration:
The District would like to enter into a consulting agreement with the Crisis Prevention Institute to provide training for District staff members to become certified instructors. District staff certified instructors will train District personnel who may be involved in crisis situations including campus security, administrators, special education teachers of special programs, and instructional assistants. Services will be provided July 1, 2021, through June 30, 2023.

Budget Implication:
The total cost for these services is not to exceed $70,000. (Expanded Learning Opportunity Grant Funds)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the educational consulting agreement.

10.8 ***Memorandum of Understanding (MOU), City of Cypress, School Resource Officer (SRO) Program***

Background Information:
The City of Cypress has secured a State of California Tobacco Grant that funds an SRO to be shared between Lexington Junior High School, Cypress High School, and Oxford Academy for three years. An SRO is a full-time police officer whose primary job is to address law enforcement concerns at their assigned schools and collaborate with school staff to provide tobacco-related education, enforcement, and outreach to students.

Current Consideration:
The SRO will develop knowledge of the school stakeholders and provide referrals for support services available to the students and their families. The SRO will focus on promoting a safe school environment. Working in partnership with District staff and larger community, the SRO will identify, investigate, and work to reduce crime on school campuses. Services will be provided July 1, 2021, through June 30, 2024.

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 MOU.

10.9 ***Educational Consulting Agreement, Ernie T. Gritzewsky Empowerment Comedian and TEDx Speaker***

Background Information:
Ernie T. Gritzewsky is an entertainer and motivational speaker who performs to middle school, high school, and college students in over 30 states throughout the country. He performed for top organizations such as Pepsi-Co, Disney, General Mills, Warner Bros, the U.S. Armed Forces, and the National Council de la Raza. His purpose is to promote mental health and well-being for youth and adults. Through his workshops and comedic style, he promotes emotional intelligence, mental health, and empowers his audience to live a happier life.

Current Consideration:
Anaheim High School would like to enter into an agreement with Mr. Gritzewsky to deliver two seminars. Services will be provided August 1, 2021, through June 30, 2022.

Budget Implication:
The total cost for these services is not to exceed $3,000. (Site LCFF Funds)

Action:
On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the educational consulting agreement.

10.10 ***Quote, Nearpod, Inc.***

Background Information:
The District purchased the licensing to the Nearpod application to augment the online learning experience for teachers and students. In the 2020-21 year, teachers provided feedback on applications that will supplement the District's existing learning platforms. Nearpod, provides teachers the ability to create lessons, videos, and activities with formative assessment features. The platform also provides thousands of lessons, videos, and activities in their libraries. The tool meets communication, collaboration, creativity, and critical thinking aspects of our 5Cs.

Current Consideration:
The District is reviewing Nearpod and other supplemental, educational technology applications during the 2021-22 year, to advocate for standard applications in the school years that follow. Students have submitted more than 440,000 activities in more than 4,300 teacher sessions. The quote provides Nearpod access to all students and staff. Services will be provided August 14, 2021, through June 30, 2022.

Budget Implication:
The total cost for services is not to exceed $128,293. (ESSER Funds)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion the Board of Trustees approved the quote.

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 Christian Club, Cambridge Virtual Academy
10.11.2 Leadership Club, Cambridge Virtual Academy
10.11.3 Cypress Media Marketing Club, Cypress High School
10.11.4 KIKA Club, Cypress High School
10.11.5 Palestinian Culture Club, Cypress High School
10.11.6 The Humanitarian Research Association (HRA) Club, Katella High School
10.11.7 Black Student Union (BSU), Brookhurst Junior High School
10.11.8 Robotics Club, Brookhurst Junior High School
10.11.9 Sewing Club, Brookhurst Junior High School

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

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the school-sponsored organization applications, as amended prior to the adoption of the agenda.

HUMAN RESOURCES

10.12 ***2021-22 ASTA Salary Schedule***

Background Information:
The Anaheim Secondary Teachers Association (ASTA) and the District agreed to a 2021-22 Student/Teacher Calendar, which contained a total of 187 days in the work year for certificated employees (185 base contract days plus two [2] additional days only for the 2021-22 year).

Current Consideration:
On April 8, 2021, the Board of Trustees approved the agreement between AUHSD and ASTA for the period of August 10, 2020, through the first teacher work day of the 2022-23 year. The 2021-22 ASTA salary schedule reflects the two additional work days.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees adopted the 2021-22 ASTA salary schedule.

10.13 ***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 2020-21, in accordance with AB 1200 (Statues of 1991, G.C. 3547.3, Chapter 1213). Copies of the disclosure are available for review and study in the Business Office, 501 N. Crescent Way, Anaheim, California 92801.

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

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened the public hearing to provide the public an opportunity to speak on the proposed agreement.

President Piercy opened the public hearing at 10:18 p.m.

There were no requests to speak.

President Piercy closed the public hearing at 10:18 p.m.

10.14 ***Adoption of the 2020-21 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 3.26 percent increase on the salary schedule retroactive to July 1, 2020.

Budget Implication:
The increase for the 3.26 percent salary schedule increase will impact the budget with an additional estimated expense of $1,470,000 per year. (General Fund)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees adopted the 2020-21 collective bargaining agreement with CSEA.

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

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 2020-21, 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.

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 Piercy opened the public hearing at 10:19 p.m.

There were no requests to speak.

President Piercy closed the public hearing at 10:19 p.m.

10.16 ***Adoption of the 2020-21 Collective Bargaining Agreement with AFSCME***

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. Negotiations were held and a tentative agreement was reached by both parties and ratified by AFSCME.

Current Consideration:
The tentative agreement includes a 3.26 percent increase on the salary schedule retroactive to July 1, 2020.

Budget Implication:
The increase for the 3.26 percent salary schedule increase will impact the budget with an additional estimated expense of $687,500 per year. (General Fund)

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the agreement.

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 11.3, 11.4, 11.5, 11.36, and 11.37 pulled by Trustee Randle-Trejo, as well as 11.21 and 11.25 pulled by Trustee Jabbar, and lastly 11.29, Exhibit PP, and 11.30 pulled by Trustee O'Neal. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

BUSINESS SERVICES

11.1 ***Membership, California Association of School Business Officials (CASBO) Organizational***

Background Information:
CASBO is a recognized authority on California school business. CASBO is a member-driven association that promotes ethical values; develops exceptional leaders; advocates for and supports the needs of members; as well as sets the standard for excellence through top-quality professional development and mentorship, meaningful collaboration and communication, as well as unparalleled innovation.

Current Consideration:
CASBO membership benefits include the ability for Business Services and Human Resources leadership to participate on local and statewide CASBO committees, professional councils, access a myriad of job specific resources, and receive discounted rates for professional development opportunities.

Budget Implication:
The cost of membership for the 2021-22 year is $5,250. This cost will be offset by the reduced cost to send staff to professional development. For the 2020-21 year, the Board approved the CASBO membership at a cost of $3,000. Price increase is due to a great

number of online courses and webinars added for CASBO members at no additional cost. (General Fund)

Action:
The Board of Trustees approved the CASBO organizational membership.

11.2 ***Agreement, Human Resources Application Software Support Service***

Background Information:
The District has an agreement with the Orange County Superintendent of Schools to provide annual software support services for the Human Resources Application Software.

Current Consideration:
The agreement provides for professional services to the District for the implementation of the Human Resources Application, including ongoing training services for present and future employees, future software enhancements, as well as support services July 1, 2021, through June 30, 2022. The agreement extends services for an additional year.

Budget Implication:
The total cost is not to exceed $75,000. (General Fund)

Action:
The Board of Trustees approved the agreement.

11.3 ***Contract for Audit Services, Eide Bailly LLP***

Background Information:
California school districts are required to have an annual financial and compliance audit, per Education Code Sections 14500-14508 and 41020. Financial and compliance audits are performed in accordance with generally accepted audit standards issued by the Comptroller General of the United States, and Standards and Procedures for Audits of California K-12 Local Education Agencies issued by the California Education Audit Appeals Panel. The auditor audits the financial statements, categorical programs, and various financial procedures in order to express an opinion on the financial statements, as well as position of the District.

Current Consideration:
The Board was requested to approve the contract with Eide Bailly LLP. Services will be provided to the District for the audits of June 30, 2022, 2023, and 2024.

Budget Implication:
The total is not to exceed $59,000 for the 2021-22 year; $60,000 for the 2022-23 year; and $61,000 for the 2023-24 year, plus related incidental costs. (General Fund)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the contract.

11.4 ***Bond Audit Agreement, Eide Bailly LLP***

Background Information:
Proposition 39 was authorized in the November 2000 general election, and it allows school districts to incur bonded indebtedness based on a 55 percent vote, rather than the two-

thirds vote previously required. Proposition 39 contains specific provisions that require: 1) bond money only to be used for construction, reconstruction, rehabilitation, or replacement of school facilities; 2) the specific projects that use bond funds must be identified; and 3) the District is required to have an annual independent performance and financial audit of the bond proceeds.

The District issued Measure H bonds in May 2015. This requires the District to have a bond audit under the Proposition 39 rules. Eide Bailly LLP (Eide Bailly) is the District's current general financial auditor. Since the District already uses Eide Bailly to perform the annual audit, it is recommended to use them for the bond audit. This increases efficiency in the audit. The audit report will be provided to the District.

Current Consideration:
The Board was requested to approve the contract with Eide Bailly. Services will be provided to the District for the years ending June 30, 2022, 2023, and 2024.

Budget Implication:
The total is not to exceed $10,000, per year, for 2021-22, 2022-23, 2023-24, plus related incidental costs. (General Fund)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement.

11.5 ***School Facility Program Audit Agreement Amendment, Eide Bailly, LLP***

Background Information:
The District has contracted with Eide Bailly, LLP (Eide Bailly), formerly known as Vavrinek, Trine, Day & Co., LLP, for auditing services that include audits of financial statements, categorical programs, and various financial procedures; auditing services of financial statements related to Measure H; and training for ASB professional development. In August 2020, the District entered into a new agreement with Eide Bailly to provide performance audits to meet the new School Facility Program (SFP) certification and closeout requirements for compliance with Section 8 of Article II of the State of California Constitution.

Current Consideration:
With Eide Bailly's current agreement set to expire on June 30, 2021, the District desires to enter into an agreement amendment with the firm to conduct performance audits related to the SFP certification and closeout process, for an additional year through June 30, 2022. The amendment will be signed following Board approval.

Budget Implication:
The agreement will be increased by $15,000 for a total cost not to exceed $45,000 through June 30, 2022. The agreement amendment will be based on Eide Bailly's original audit services cost of $6,000 per project receiving funding under the SFP, plus incidental costs. (Facilities Funds and/or other funds as appropriate)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement amendment.

11.6 ***Agreement, Bickmore Actuarial Services***

Background Information:
The Government Accounting Standards Board (GASB) 10 requires the District to accrue a liability on its financial statement for the ultimate cost of claim and expenses associated with all reported and unreported claims, including allocated loss adjustment expenses and unallocated loss adjustment expenses. Professional actuarial services for the District's self-insured general liability program was completed by Bickmore Risk Services for outstanding liabilities as of June 30, 2018, and June 30, 2019, as well as forecast for program years 2018-19 and 2019-20. The District is in need of an updated study and analysis of the District's self-insured general liability program.

Current Consideration:
In their study and analysis of the District's self-insured general liability program, Bickmore will provide a projection of loss costs, cash flow and investment income, as well as calculate program funding levels for the 2021-22 and 2022-23 program years, estimate required funding for the program's outstanding losses and loss adjustment expenses for preceding fiscal years as of June 30, 2021, and June 30, 2022, and provide a statement of compliance with the Government Accounting Standards Board (GASB) 10 and 30. Services will be provided June 18, 2021, through December 31, 2021.

Budget Implication:
The total cost is not to exceed $4,350. (General Fund)

Action:
The Board of Trustees approved the agreement.

11.7 ***Protected Insurance Program for Schools (PIPS) Joint Powers Authority, Keenan & Associates***

Background Information:
The District has retained Keenan & Associates to broker workers' compensation coverage through the PIPS, a Joint Powers Authority. PIPS self-insures and re-insures its members up to $155 million, with no member retention.

Current Consideration:
PIPS provides workers' compensation coverage, claims administration, integrated loss control and risk management services, online training, FEHA/interactive training and support, as well as a Medical Provider Network (MPN). In order to continue workers' compensation coverage and services, approval is required for continued participation in PIPS for the period of July 1, 2021, through June 30, 2022.

Budget Implication:
The total cost is estimated at $5,752,098. (Workers' Compensation Funds)

Action:
The Board of Trustees approved the District's continued participation in the Protected Insurance Program for Schools Joint Powers Authority.

11.8 ***Run-Off Claims Administration Agreement Amendment, Keenan & Associates***

Background Information:
The District workers' compensation program for industrial injuries prior to 1996 was fully self-insured, as permitted by Education Code Section 17566 and the California Department of Self-Insurance Plans.

Current Consideration:
Claims for this period of self-insurance have been administered by Keenan & Associates since the first occurrence of the injuries. The agreement is to renew claims administration services for July 1, 2021, through June 30, 2022.

Budget Implication:
The total cost is not to exceed $5,000. (Workers' Compensation Funds)

Action:
The Board of Trustees approved the agreement amendment.

11.9 ***Southern California Regional Liability Excess Fund (ReLIEF), Keenan & Associates***

Background Information:
As of July 1, 2015, the District has retained Keenan & Associates to broker property and liability coverage through Southern California Regional Liability Excess Fund (ReLIEF), a Joint Powers Authority (JPA). ReLIEF self-insures its members up to $1 million on liability claims, less the District's $50,000 member retention limit. Claims in excess of $1 million are covered by the Schools Association for Excess Risk (SAFER) JPA up to $50 million.

Current Consideration:
ReLIEF provides property and liability coverage, as well as claims administration for claims within its layer of coverage, transfer of liability to excess carriers, integrated loss control, and risk management services, as well as online training. In order to continue property and liability coverage and services, approval is required for continued participation in ReLIEF for July 1, 2021, through June 30, 2022.

Budget Implication:
The total cost is estimated at $3,113,368. (General Fund)

Action:
The Board of Trustees approved the District's continued participation in the Southern California Regional Liability Excess Fund Joint Powers Authority.

11.10 ***Student Accident and Health Insurance Programs, Myers-Steven & Toohey & Co., Inc.***

Background Information:
Education Code Section 49470 allows school districts to make group accident insurance available on a voluntary basis for purchase by parents or guardians. Myers-Stevens & Toohey & Co., Inc., has provided student accident and health insurance programs for District students and athletes for many years.

Current Consideration:
The insurance programs allow students who do not have health care coverage to participate in athletics, and provide a supplement to a parent or guardian's private insurance for both

athletes and other students. The student accident and health insurance programs are underwritten by CHUBB/Ace American Insurance Company and administered by Myers-Stevens & Toohey & Co., Inc. The 2021-22 insurance program costs are paid by parents or guardians who elect to obtain this voluntary coverage. The 2021-22 insurance programs and rates are as follows:

	Low Option	Mid Option	High Option
Student Accident and Sickness Plan			
Full-Time Health Care*			
Initial Payment/Subsequent Payments	$208/$338		
School-Time Accident Plan	$39	$63	$77
Full-Time 24/7 Accident Plan	$165	$219	$317
Interscholastic Tackle Football Accident Plan	$180	$235	$338
Full-Time Dental Plan			
(with another plan)	$12	$12	$12
(purchased separately)	$16	$16	$16

*Initial payment covers the remainder of the month in which it was paid and one additional month. Subsequent payment is billed every two months and covers an additional two-month period.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the programs.

11.11 ***Agreements, Transportation***

Background Information:
The Board of Trustees has in past years approved the agreements to provide transportation services to North Orange County Regional Occupation Program (ROP) and Servite High School.

Current Consideration:
It is in the best interest of the District to provide transportation services to these groups. The agreements will be in effect July 1, 2021, through June 30, 2022.

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

Action:
The Board of Trustees approved the agreements.

11.12 ***Agreement, Orange County Department of Education, Electronic Document Management System (Imaging, Scanning, and Workflow)***

Background Information:
The District has had a long-standing agreement with the Orange County Department of Education (OCDE) for imaging services since 2006. The imaging services provide web based imaging, scanning, workflow, document archival, retrieval, and storage services for various

sites and departments (Human Resources, Business Services, Educational Services, Special Youth Services, Payroll, etc).

Current Consideration:
This agreement renews our current agreement for imaging, scanning, workflow, document archival, retrieval, and storage services with OCDE. The agreement will be effective July 1, 2021, through June 30, 2022.

Budget Implication:
The base amount for the system is $6,000 per year based on the District's ADA. Any additional implementation services requested will be billed to the District at the rate of $75 per hour. (General Fund)

Action:
The Board of Trustees approved the agreement.

11.13 ***Agreement Amendment, Cumming Construction Management, Inc.***

Background Information:
Cumming Construction Management, Inc. (Cumming) has been providing Program and Project Management Services to assist the District with the management of its capital improvement program (Program) including energy projects. Cumming also assists the District with the scheduling and budgeting of the Program, regular updating of the Program to the Board of Trustees, and reporting to the Citizens' Oversight Committee. The firm has gained extensive knowledge of the District's sites, and its project management protocols, through its involvement with most of its larger construction projects, which are funded using various sources including Measure H funds. The Board of Trustees approved an agreement with Cumming on June 18, 2020.

Current Consideration:
With the current agreement set to expire on June 30, 2021, the District desires to enter into an agreement amendment with Cumming to conduct all work required for Program and Project Management services for an additional year through June 30, 2022.

Budget Implication:
The agreement will be increased by $1,500,000, for a total cost not to exceed $3,000,000 through June 30, 2022. The agreement amendment will be based on 1) Cumming's original service fee schedule; and 2) the terms and conditions of the original agreement. (Measure H Funds, Maintenance Funds, Facilities Funds, and/or other funds as appropriate)

Action:
The Board of Trustees approved the agreement amendment.

11.14 ***Agreement Amendment, Environmental Network Corporation***

Background Information:
The District requires EPA/AHERA inspections and reports, and hazardous material abatement consulting and inspection services at all District sites. Over the past years, Environmental Network Corporation (ENCORP) has been providing the District with these services, mainly for the District's Maintenance and Facilities renovation projects, and for the updating of associated data.

Current Consideration:
The District has an interest in continuing to utilize the services provided by ENCORP. This firm has prior knowledge of the District's facilities, projects, and standard procedures. An amendment to the agreement will continue the services through June 30, 2022.

Budget Implication:
The agreement will be increased by $200,000, for a total cost not to exceed $620,000 for required EPA/AHERA inspections and reports; and by $350,000, for a total cost not to exceed $1,200,000, for hazardous material abatement and consulting services for the upcoming Measure H projects, and other work associated with the Maintenance and Facilities departments. (Maintenance Funds, Routine Restricted Maintenance Funds, Measure H Funds, Facilities Funds, and/or other funds as appropriate)

Action:
The Board of Trustees approved the agreement amendment.

11.15 ***Agreement Amendment, Knowland Construction Services***

Background Information:
Knowland Construction Services (Knowland) has been providing Division of the State Architect (DSA) inspector of record, and related services for the District. These services are necessary for public works construction, and other renovation projects. The Board of Trustees approved an agreement with Knowland on June 18, 2020.

Current Consideration:
With the current agreement set to expire on June 30, 2021, the District desires to enter into an agreement amendment with Knowland to conduct all work required for DSA inspection services for the ongoing Measure H projects, and other work associated with the Maintenance and Facilities departments for an additional year through June 30, 2022.

Budget Implication:
The agreement will be increased by $500,000, for a total cost not to exceed $1,000,000 through June 30, 2022. The agreement amendment will be based on 1) Knowland's service fee schedule; and 2) the terms and conditions of the original agreement. (Measure H Funds, Maintenance Funds, Facilities Funds, and/or other funds as appropriate)

Action:
The Board of Trustees approved the agreement amendment.

11.16 ***Agreement Amendment, Twining Consulting***

Background Information:
Twining Consulting (Twining) has been providing geotechnical soils inspections and material testing services for the District's public works, renovation, and the Division of the State Architect projects. The Board of Trustees approved an agreement with Twining on August 13, 2020.

Current Consideration:
The District desires to enter into an agreement amendment with Twining to conduct all work required for geotechnical soils inspections and material testing services for the ongoing Measure H projects, and other work associated with the Maintenance and Facilities departments for an additional year through June 30, 2022.

Budget Implication:
The agreement amendment will be increased by $500,000, for a total cost not to exceed $1,750,000 through June 30, 2022. (Measure H Funds, Maintenance Funds, Facilities Funds, and/or other funds as appropriate)

Action:
The Board of Trustees approved the agreement amendment.

11.17 ***Agreement Amendment, Vital Inspection Services, Inc. (VIS)***

Background Information:
Vital Inspection Services (VIS) has been providing Division of the State Architect (DSA) inspector of record and related services for the District. These services are necessary for public works construction and other renovation projects. The Board of Trustees approved an agreement with VIS on June 18, 2020.

Current Consideration:
With the current agreement set to expire on June 30, 2021, the District desires to enter into an agreement amendment with VIS to conduct all work required for DSA inspection services for the ongoing Measure H projects, and other work associated with the Maintenance and Facilities departments for an additional year through June 30, 2022. The amendment will be signed following Board approval.

Budget Implication:
The agreement will be increased by $250,000, for a total cost not to exceed $500,000 through June 30, 2022. The agreement amendment will be based on 1) VIS' service fee schedule; and 2) the terms and conditions of the original agreement. (Measure H Funds, Maintenance Funds, Facilities Funds, and/or other funds as appropriate)

Action:
The Board of Trustees approved the agreement amendment.

11.18 ***Ratification of Change Order***

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

Bid #2020-19, Anaheim High School	P.O. #P64A0065
Fire Alarm Upgrades	
Giannelli Electric, Inc.	
Original Contract	$1,252,692
Change Order #1	($39,714)
New Contract Value	$1,212,978

Action:
The Board of Trustees ratified the change order as listed.

11.19 ***Notice of Completion***

The Board of Trustees was requested to approve the notice of completion as listed.

Bid #2020-19, Anaheim High School	P.O. #P64A0065
Fire Alarm Upgrades	
Giannelli Electric, Inc.	

Original Contract	$1,252,692
Contract Changes	($39,714)
Total Amount Paid	$1,212,978

Action:
The Board of Trustees authorized the assistant superintendent, Business to accept Bid#2020-19 as complete, and authorized the filing of the notice of completion with the Office of the County Recorder.

11.20 ***Award of Bids***

The Board of Trustees was requested to award the following bids:

Bid#	Service	Award	Amount
2021-16	Magnolia High School Portable Buildings Certification & TMP Ramps (Developer Fees)	IVL Contractors	$181,540
2021-22	Orangeview Junior High School Dust Collector (Routine Restricted Maintenance Funds)	JM & J Contractors	$199,000

Action:
The Board of Trustees awarded Bids Nos. 2021-16 and 2021-22, as amended prior to the adoption of the agenda.

11.21 ***Piggyback for the Purchase of an Athletic Fields Mowing Equipment***

Background Information:
The District's Maintenance and Operations Department utilizes two large lawn mowers to mow the athletic fields of all 18 schools in the District. The first mowing machine is more than 20 years old, while the second has exceeded 15 years of service. Both pieces of equipment have been malfunctioning and are breaking down more frequently causing interruptions in the mowing operations and resulting in required repairs that cost on average $12,000 each time a repair is required. Additionally, and given their age, several of their parts required for replacement are becoming difficult to find in the market and are becoming obsolete.

Though it is necessary to replace both machines, and due to budget constraints, the District will be replacing the oldest machine this fiscal year and the second machine next year.

Current Consideration:
The District will be purchasing one large mowing machine this year, and a second mowing machine next year. Having newer mowing machines will result in increased reliability of these machines, more efficiency in mowing all 18 athletic fields, and will eliminate the large costs for repairs in the early years of usage.

The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with Turf Star, Inc. The equipment will be purchased utilizing DGS CMAS contracts 4-07-51-0020A. The District will

utilize this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 to make the purchase as needed.

Budget Implication:
The cost is not to exceed $105,051. (General Fund)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the purchase of a large area rotary mower utilizing DGS's CMAS contract 4-07-51-0020A to Turf Star, Inc., pursuant to Public Contract Code Sections 10298, 10299, and 12100.

11.22 ***Piggyback for the Polished Concrete Services***

Background Information:
Several District classrooms have currently old carpets or vinyl tiles that necessitate replacement. Some of these classrooms include ASB classrooms, science rooms, multipurpose rooms, and band/choir rooms. The functionality of these rooms require flooring that is more durable, easier to clean and maintained, as well as more fit for the programs and curriculums held in these classrooms. Currently polished concrete is becoming the standard for these classrooms.

Current Consideration:
The District will be contracting with KYA to provide services to remove old flooring and install polished concrete in these classrooms. Classrooms will be prioritized based on the condition of the existing flooring and will be scheduled based on a 5-year maintenance program starting summer 2021.

The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with KYA Services, LLC that will allow other agencies, including local districts, to purchase polished concrete including removal and installation services. The material and services will be purchased utilizing DGS CMAS contracts 4-20-78-0089C through February 10, 2025, 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.

Budget Implication:
The cost is not to exceed $200,000 annually. (Routine Restricted Fund)

Action:
The Board of Trustees approved the purchase of polished concrete, including removal and installation services, utilizing DGS's CMAS contract 4-20-78-0089C to KYA Services, LLC, including extensions of the contract.

11.23 ***Piggyback Contract for Document Cameras and Related Items***

Background Information:
The District is refreshing and augmenting its technology inventory to provide a new document camera in every classroom Districtwide. Staff has recently purchased a number of IPEVO VZ-R products, which are fully functional document cameras, that have been widely accepted. The VZ-R has the flexibility of being able to connect via USB or HDMI, is small, light, multi-jointed, and displays in high definition, with a built-in LED light source. It

can also be used independent of a computer, with the ability to be plugged directly into any display, monitor, projector, or device with HDMI or USB ports.

Current Consideration:
The State of California's Department of General Services (DGS) has a piggybackable contract that is usable by state and local agencies through the California Multiple Awards Schedule (CMAS) with EHP International, Inc. dba EHP Solutions. The document cameras and related items will be purchased utilizing DGS CMAS contract 3-21-05-1007. The District will use 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 cost is not to exceed $259,558 (ESSER II [Elementary and Secondary School Emergency Relief II Funds])

Action:
The Board of Trustees approved the purchase of document cameras and related items utilizing DGS's CMAS contract 3-21-05-1007 with EHP International, Inc. dba EHP Solutions, pursuant to Public Contract Code Sections 10298, 10299, and 12100.

11.24 ***Piggyback Contract for Software Licenses***

Background Information:
The District has used Absolute Software for approximately fifteen years. The software was initially adopted for its "Lojack for Laptops" feature as a theft deterrent and installed the software on all mobile computers. Over the years, Absolute has added features such as asset management, cybersecurity, updating, patching, scripting, and the ability to make some applications self-healing. The District has been utilizing Absolute on all devices since 2018.

Current Consideration:
The State of California's Department of General Services (DGS) has a piggybackable contract that is usable by state and local agencies through the California Multiple Awards Schedule (CMAS) to Sehi Computer Products, Inc. The software will be purchased utilizing DGS CMAS contract 3-20-70-0225M and will allow staff to use through September 26, 2024, including any extensions of the agreement. The software licenses will be provided through June 2022, and for up to a total of two additional years, renewable annually by the District's director of Purchasing and Central Services.

The District will use 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 cost of the first year is not to exceed $232,030. The additional years may be more or less depending on the actual number of additional devices acquired or decommissioned. (General Fund)

Action:
The Board of Trustees approved the purchase of document cameras and related items utilizing DGS's CMAS contract 3-20-70-0225M with Sehi Computer Products, Inc., pursuant to Public Contract Code Sections 10298, 10299, and 12100.

11.25 ***Award of Bids, Food Services***

Background Information:
There are food service related items that the District anticipates it will need during the school year; such items include bread and related baked products, milk and dairy products, and also paper and plastic packaging, liners, trays, utensils, lids, plates, bowls, cups, and other related items. The Board of Trustees is requested to award bids for the purchase of these various food service related items.

Current Consideration:
These bids will establish discounted pricing and fulfill federal, state, and local bidding requirements. The amounts shown below are best annual estimates and actual amounts expended could be higher or lower based. The following bids were from the lowest, most responsible, and responsive bidders:

Award of Bids:
The Board of Trustees was requested to award the following bids:

Bid#	Service	Award	Amount
2021-17	Bread and Related Products	Galasso's Bakery	$225,572
2021-18	Milk and Dairy Products	Clearbrook Farms, Inc.	$1,441,853
2021-19	Food Service Paper, Plastic, and Related Goods	P & R Paper Supply Company, Inc.	$371,139
		The Platinum Packaging Group	$174,550
		Ekon-O-Pac LLC	$19,969

Budget Implication:
The total anticipated annual expenditure is listed above, but actual amounts may be more or less based on usage and market conditions. (Cafeteria Funds)

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees awarded all bids, pursuant to Public Contract Code 20111, for the purchase of various food service items from the listed suppliers for up to three years, renewable annually by the District's director of Purchasing and Central Services.

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

Action:
The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorized proper disposal in accordance with Education Code Section 17545 or 17546.

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

Action:
The Board of Trustees approved the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as surplus, as well as authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

11.28 ***Donations***

Action:
The Board of Trustees accepted the donations as submitted.

On the motion of Trustee O'Neal and duly seconded, the Board of Trustees ratified items 11.29, Exhibit PP, and 11.30 with the following roll call vote.

Ayes: Trustees Randle-Trejo, Jabbar, Smith, and Piercy
Abstain: Trustee O'Neal

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

Action:
The Board of Trustees ratified the reports April 27, 2021, through June 7, 2021.

11.30 ***Check Register/Warrants Report***

Action:
The Board of Trustees ratified the report April 27, 2021, through June 7, 2021.

11.31 **SUPPLEMENTAL INFORMATION**

11.31.1 ASB Fund, March and April 2021

11.31.2 Cafeteria Fund, March 2021

11.31.3 Enrollment, Month 9 and 10

EDUCATIONAL SERVICES

11.32 ***Revised Board Policy Regulation 8535.5R, Transfers-Intradistrict***

Background Information:
Board Policy 8535.5 Transfers-Intradistrict sets forth the District's policy for students who reside within the District boundaries to apply for enrollment in any district school, provided the school is eligible (space, program, status, mandate). With the addition of Cambridge Virtual Academy and programs such as Dual Enrollment and eLearning, it is necessary to update the policy language to include options for concurrent enrollment.

Current Consideration:
It was recommended that the Board of Trustees review the revised policy language to the Transfers-Intradistrict (8535.5R) regulation to include the addition of Concurrent Enrollment. Under Concurrent Enrollment, a student may enroll in another District junior

high or high school for sound educational purposes while maintaining enrollment at the student's assigned resident school or independent study program. Concurrent enrollment allows a student to enroll in up to two courses in another school or program. The purpose is to allow access to a variety of instructional environments to best meet the needs of the student.

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 updates to 8535.5R.

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

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

Current Consideration:
The Flippen Group will provide Capturing Kids' Hearts Recharged session to Ball Junior High School staff who were previously trained in the Capturing Kids' Hearts training. Services will be provided for up to 60 staff members in each session. The session will be scheduled on August 9, 2021.

Budget Implication:
The total cost for the five sessions is not to exceed $4,000. (Site LCFF Funds)

Action:
The Board of Trustees approved the agreement.

11.34 ***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:
Illumination Institute will provide professional learning and instructional resources for teachers, administrators, parents, students, and staff throughout the District. The training addresses: how to help students discover self-control, self-awareness, and respect; how to promote good self-esteem and self-confidence; as well as how to nurture the socioemotional skills that students need to be successful in post-secondary college and career settings. In

addition, online resources will be provided for teachers, staff, students, and parents. Services will be provided June 18, 2021, through June 30, 2022.

Budget Implication:
The total cost for these services is not to exceed $93,500. (Expanded Learning Opportunity Grant Funds)

Action:
The Board of Trustees approved the educational consulting agreement.

11.35 ***Educational Consulting Agreement, TeachFX***

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

Current Consideration:
TeachFX has been working with the District since 2018 on promoting the 5Cs in teachers' instructional practice through TeachFX software, professional learning, and strategic planning. TeachFX and the District's goal with this partnership is to help all the District's educators fulfill the 5Cs in instruction measured in part by achieving 30 percent student oral discourse in class. This is driven by a theory of change that better student engagement and more student-centered instruction are the key building blocks to creating collaborative classroom environments that promote communication, creativity, critical thinking, as well as character and compassion within students. TeachFX and the District mutually seek to empower teachers to measure and make progress on student engagement and student talk in their classrooms, in order to track progress toward the District's goal of increasing oral discourse, particularly for English learner students, to 30 percent of class time. In addition, TeachFX will provide professional learning for schools and Cabinet. Services will be provided July 1, 2021, through June 30, 2023.

Budget Implication:
The total cost for these services is not to exceed $660,000. (Expanded Learning Opportunity Grant and LCFF Funds)

Action:
The Board of Trustees approved the educational consulting agreement.

11.36 ***Collaboration Agreement, Whitaker Peace & Development Initiative (WPDI)***

Background Information:
Whitaker Peace & Development Initiative (WPDI) is a nonprofit organization founded by Forest Whitaker to support his humanitarian work aimed at helping societies transform into safer and more productive communities. WPDI firmly believes in the power of education to stop and peacefully resolve school-based violence, and to create the conditions necessary to enhance social and emotional learning of students. WPDI gives junior high school students and educators the skills they need to be able to identify conflict in their lives and respond in a positive way.

Current Consideration:
WPDI will deliver a three-day trainer of trainers summer workshop at Walker Junior High School for all site-level staff, as well as monthly professional development trainings for teachers and peer mediation training for students. The peer mediation training will entail a 12-hour initial training for students and counselors, as well as 2-hours of monthly training. WPDI will provide the educational materials needed to conduct these sessions. Services will be provided between July 1, 2021, through June 30, 2024. The agreement will be signed following Board approval.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement.

11.37 ***Agreements, North Orange County Community College District (NOCCCD), College and Career Access Pathways (CCAP), Dual Enrollment Partnerships, Cypress College and Fullerton College***

Background Information:
NOCCCD has offered concurrent enrollment at all AUHSD high school schools since the fall of the 2017-18 year. Since then, NOCCCD and the District have entered into College and Career Access Pathways (CCAP) agreements for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of Assembly Bill 288, for high school students. The goal is to develop seamless pathways from high school to community college and beyond. Students who complete a dual enrollment course receive both high school and college credit. With dual enrollment, the college course is recorded on both the student's high school transcript and college transcript.

Current Consideration:
This updated CCAP agreement is a three-year term, offering Fall, Spring, and Summer sessions. NOCCCD, through Cypress College and Fullerton College, will offer dual enrollment courses at the following schools: Anaheim, Cypress, Gilbert, Katella, Kennedy, Loara, Magnolia, Polaris, Savanna, and Western high schools, as well as Oxford Academy and Cambridge Virtual Academy. The colleges provide a college instructor for each course. The District provides the facility for each course and is responsible for the purchase of the instructional materials for each course. Services will be provided July 1, 2021, through June 30, 2024.

Budget Implication:
The District is responsible for the purchase of instructional materials, per course offered, which varies in price.

Action:
On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, following discussion, the Board of Trustees approved the agreement.

11.38 ***WELNET Service Agreement, Focused Fitness, LLC***

Background Information:
Focused Fitness provided training to the District physical education (P.E.) teachers during the three years of the Physical Education Program (PEP) grant from 2008 through 2011.

During this time, Focused Fitness worked with the P.E. teachers in developing quality physical education lessons and a Districtwide curriculum guide. Since the PEP grant, the District has also maintained Focused Fitness' online WELNET software system to support the required State physical fitness testing and has continued to provide professional development for the PE/Health Department consolidation and curriculum alignment.

Current Consideration:
The WELNET online assessment tool records and analyzes individual student physical fitness testing results. To continue the recording and analysis of student physical fitness data, a renewal of the WELNET Service Agreement is needed. Services will be provided July 1, 2021, through June 30, 2022. WELNET will also now integrate with the LMS, eKadence, which includes a one-time $2,000 integration set-up fee with no increase in the renewal agreement.

Budget Implication:
The total cost is not to exceed $3,500. (LCFF Funds)

Action:
The Board of Trustees approved the service agreement.

11.39 ***Service Agreement, Art of Education***

Background Information:
The District purchased the licensing to the Art of Education application to augment the online learning experience for teachers and students. In 2020-21, teachers provided feedback on applications that will supplement the District's existing learning platforms. Art of Education 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.

Current Consideration:
The District is reviewing Art of Education and other supplemental, educational technology applications during 2021-22 to advocate for standard applications in the school years that follow. Services will be provided August 1, 2021, through July 31, 2022.

Budget Implication:
The total cost for these services is not to exceed $15,896. (Title IV Funds)

Action:
The Board of Trustees approved the services agreement.

11.40 ***Service Agreement, MakeMusic, Inc***

Background Information:
The District purchased the licensing to the SmartMusic application to augment the online learning experience for teachers and students. In 2020-21, teachers provided feedback on applications that will supplement the District's existing learning platforms. SmartMusic was used by all instrumental and vocal music teachers, as well as all band, orchestra, and choir students.

Current Consideration:
The District is reviewing SmartMusic and other supplemental, educational technology applications during 2021-22 year to advocate for standard applications in the school years that follow. Services will be provided August 1, 2021, through July 31, 2022.

Budget Implication:
The total cost is not to exceed $53,931.97. (Title IV Funds)

Action:
The Board of Trustees approved the agreement.

11.41 ***Service Agreement, GraceNotes LLC***

Background Information:
The District purchased the licensing to the Sight Reading Factory application to augment the online learning experience for teachers and students. In 2020-21, teachers provided feedback on applications that will supplement the District's existing learning platforms. Sight Reading Factory was used by teachers to generate standards-based musical notation assignments to promote musical literacy.

Current Consideration:
The District is reviewing Sight Reading Factory and other supplemental, educational technology applications during 2021-22 year to advocate for standard applications in the school years that follow. Services will be provided August 1, 2021, through July 31, 2022.

Budget Implication:
The total cost is not to exceed $5,060. (Title IV Funds)

Action:
The Board of Trustees approved the partnership agreement.

11.42 ***Indemnification Agreement, Rolls-Royce High Temperature Composite Inc. (Rolls-Royce)***

Background Information:
Rolls-Royce is interested in creating a partnership with the District's Anaheim Innovative Mentoring Experience (AIME) program. Rolls-Royce has been in existence for over one hundred years. Their vision is to pioneer cutting-edge technologies that deliver the cleanest, safest, and most competitive solutions to meet our planet's vital power needs. In 2016, Rolls-Royce expanded their aerospace research center facility in Cypress, California. It is dedicated to research and development of ceramic matrix composite (CMC) materials and processes for use in the next generation aircraft engine components.

Current Consideration:
Rolls-Royce High Temperature Composite Production Center in Cypress, California, will continue serving as an AIME partner for the summer internship program. Selected students will be assigned a Rolls-Royce professional to shadow for the six-week summer program. This agreement details the roles of the District and Rolls-Royce to ensure students have a successful experience. Services will be provided during the 2021 AIME Summer Internship Program.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the indemnification agreement.

11.43 ***Amendment, Consulting Agreement, Experience Inc.***

Background Information:
Experience Inc. provides virtual externship experiences to students to inspire them to excel in their educational and career goals. The externships are multiple-day industry deep dives providing students the ability to try out different career paths to find their fit. In December of 2020, Experience Inc. provided a cybersecurity externship program to students at Magnolia High School and Dale Junior High School.

Current Consideration:
The District would like to amend the existing consulting agreement with Experience Inc. to offer summer externship opportunities focused on cybersecurity, video game development, entrepreneurship, and technology fundamentals to a total of 80 students (20 students per program). These programs will be offered through AIME (Anaheim's Innovative Mentoring Experience) to complement the available internship and work-based learning experiences currently being offered. All other terms of the agreement remain intact.

Budget Implication:
The existing consulting agreement will increase in the amount of $31,923, bringing the total fee for the consulting agreement to $48,368. (Expanded Learning Opportunity Grant Funds)

Action:
The Board of Trustees approved the amendment.

11.44 ***Agreement, Network Support and Cybersecurity Services, Orange County Superintendent of Schools (OCDE)***

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

Current Consideration:
Intranet and cybersecurity services will be provided through the Orange County Superintendent of Schools. Network services consist of OCDE support for payroll, financial, human resources, imaging, cloud storage, as well as time and attendance. Cybersecurity services consist of security awareness training, security assessments, security program road mapping, security program document development, vulnerability assessments, and security testing. Services will be provided July 1, 2021, through June 30, 2022.

Budget Implication:
The total cost for this service is not to exceed $12,600. (General Fund)

Action:
The Board of Trustees approved the agreement.

11.45 ***Internet Access Agreement #51410, Orange County Department of Education (OCDE)***

Background Information:
The District currently participates in a consortium, via Letter of Agency (LOA), which allows the Corporation for Education Network Initiatives in California (CENIC) to act as the District's internet service provider (ISP), at no cost to the District. CENIC operates the statewide California Research and Education Network (CaLREN) network that links schools, district offices, county offices of education, as well as colleges and universities together. The California K-12 high speed network facilitates the participation of nearly 9,000 K-12 entities in CaLREN and receives state funding, as well as E-rate and California Teleconnect Fund monies, to support the network. OCDE also provides network services as a conduit from AUHSD, through OCDE to CENIC. The original agreement was approved by the OCDE Board of Trustees at their March 11, 2014, meeting.

Current Consideration:
Internet services would be provided by Orange County Superintendent of Schools to the District, up to 10 gigabits per second (gbps), at no cost in the event CENIC is not funded. The contingency services cover July 1, 2021, through June 30, 2022.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the internet services agreement.

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

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

Current Consideration:
The District's use of Cyberschool enables staff to efficiently keep more than 7,000 web pages updated across all our sites. Departments are set up to organize content by function. Our webmaster has provided identified school and District staff access to update content. Services will be provided July 1, 2021, through June 30, 2022.

Budget Implication:
The total cost for this service is not to exceed $13,984. (General Fund)

Action:
The Board of Trustees approved the agreement.

11.47 ***Agreement, Orange County Department of Education (OCDE), School-based Medi-Cal Administrative Activities (SMAA)***

Background Information:
The goal of School-based Medi-Cal Administrative Activities (SMAA) is to improve the availability and accessibility of Medi-Cal services to Medi-Cal eligible and potentially eligible individuals and families, where appropriate. The District is reimbursed for providing some

Medi-Cal eligible services to Medi-Cal eligible students. To receive reimbursement for these services, the California Welfare and institution Code Section 14132.47(c)(1) requires that the Department of Health Services enter an agreement with the Local Educational Consortium to administer the program. The Orange County Department of Education serves as the Local Educational Consortium on behalf of all Orange County school districts.

Current Consideration:
The SMAA Participation Agreement effectuates reimbursement to local education agencies for Medi-Cal eligible services. The Orange County Department of Education will administer the SMAA program for our District. Services will be provided July 1, 2021, through June 30, 2022.

Budget Implication:
The District will pay the Orange County Superintendent of Schools a fee not to exceed a five percent quarterly claim of the state participation fee. (Medi-Cal Funds)

Action:
The Board of Trustees approved the SMAA Participation Agreement.

11.48 ***Cooperative Agreement, The Regents of the University of California, The Puente Project***

Background Information:
The Puente Project works in partnership with 6 middle schools, 38 high schools, and 65 community colleges to provide a seamless transition for high school students to post-secondary institutions, earn college degrees, as well as return to the community as mentors and leaders to future generations. Puente staff train middle school, high school, and community college instructors, as well as counselors to implement a program of rigorous instruction, focused academic counseling, and mentoring by members of the community. Anaheim, Katella, Loara, Magnolia, Savanna, and Western high schools currently participate in the Puente Program along with Orangeview and South junior high schools.

Current Consideration:
Sycamore and Dale junior high schools will begin to participate in the Puente program for the 2021-22 year, this agreement includes Expansion and Program Implementation training and support. Training and ongoing professional development for the High School Program will be provided at no additional cost to the District. Services will be provided June 18, 2021, through June 30, 2025. The agreement will be signed following Board approval.

Budget Implication:
The total cost for these services are $20,000 for the 2021-22 year, and $25,000 per year for fiscal years 2022-23, 2023-24, and 2024-25. In addition, each participating school will budget $5,000 per year, to support site-based activities, as required in the agreement. (LCFF Funds)

Action:
The Board of Trustees ratified the agreement.

11.49 ***Amendment, Grant Award, California's Adolescent Literacy Initiative***

Background Information:
The CALI Reads project is a U.S. Department of Education State Personnel Development Grant administered through the California Department of Education (CDE), Special

Education Division, in partnership with the Napa County of Education (COE). The CALI Reads project will span five years: Spring 2019 through 2022-23.

Current Consideration:
This is an amendment for the 2020-21 year. An increase in the CALI Reads project budget of up to $30,000 has been granted. All other terms and conditions remain intact.

Budget Implication:
The District will receive funds, goods, and services in the amount of $680,000, over the term of the grant to fulfill the proposed scope of work and responsibilities associated with the grant.

Action:
The Board of Trustees approved the amendment.

11.50 ***Agreement, Rosetta Stone***

Background Information:
Twenty percent of the District State population is composed of English Learners. It has over 250 newcomer students (students who have been in the country 12 months or less). In order to provide greater support to the newcomers students, the District provides a license to each one for home and school use.

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. This multiple year service will be provided September 20, 2021, through September 20, 2023.

Budget Implication:
The total cost for these services is not to exceed $57,420. (Title III Funds)

Action:
The Board of Trustees approved the agreement.

11.51 ***Instructional Materials Submitted for Adoption***

The Instructional Materials Review Committee has recommended the selected books for AP environmental science. The books have been made available for public view.

Action:
The Board of Trustees adopted the selected materials.

11.52 ***Instructional Membership, College Board***

Action:
The Board of Trustees ratified the membership with College Board for the 2020-21 year, at an amount not to exceed $400. (General Fund)

11.53 ***California Interscholastic Federation (CIF) League 2021-22 List***

Background Information:
CIF is the governing body for high school sports in the state of California. Every year, CIF requires school districts to submit a list of principals as designated representatives to CIF leagues.

Current Consideration:
This yearly action is required of all governing boards by Education Code Section 33353(a)(1), and is due to the CIF administrative offices by July 1, 2021. Designated board representatives to CIF leagues are the only individuals that will be voting on issues at league and section levels, which impact high school athletics. Without this action, CIF is required to suspend voting privileges for the affected schools.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the list.

11.54 ***Individual Service Contracts***

Action:
The Board of Trustees approved/ratified the individual service contracts as submitted. (Special Education Funds)

HUMAN RESOURCES

11.55 ***Agreement, Artiano Shinoff Abed Blumenfeld Carelli Sleeth & Wade, APC***

Background Information:
Artiano Shinoff Abed Blumenfeld Carelli Sleeth & Wade, APC, provides specific legal consultation and services, which are not provided by attorneys at the Orange County Department of Education. Attorneys at Artiano Shinoff Abed Blumenfeld Carelli Sleeth & Wade, APC, specialize in employment law, education law, personnel, negotiations, as well as labor relations. The District has had an agreement in place with Artiano Shinoff Abed Blumenfeld Carelli Sleeth & Wade, APC, since 2005.

Current Consideration:
Services will be provided July 1, 2021, through June 30, 2022, on an as-needed basis.

Budget Implication:
The total cost of this agreement is not to exceed $50,000. (General Fund)

Action:
The Board of Trustees approved the agreement.

11.56 ***Agreement, Monjaras and Wismeyer Group, Inc.***

Background Information:
The District's Human Resources Division is mandated by law, including the American Disabilities Act (ADA), to ensure the rights of employees and the District when health, or medical issues affect an employee's work and may lead to accommodations. Monjaras and

Wismeyer Group, Inc. perform essential functions that require critical knowledge and expertise in specific areas, including accommodation meetings, job analysis, return-to-work programs, as well as other specialized functions. The District has had an agreement in place with Monjaras and Wismeyer Group, Inc. since 2011.

Current Consideration:
The agreement provides services July 1, 2021, through June 30, 2022. The services are typically related to employee accommodations and return-to-work agreements.

Budget Implication:
Services will be provided on an as-needed basis at a cost not to exceed $10,000. (General Fund)

Action:
The Board of Trustees approved the agreement.

11.57 ***Agreement, Parker & Covert, LLP***

Background Information:
Parker & Covert, LLP provide specific legal consultation and services, which are not provided by attorneys at the Orange County Department of Education. Attorneys at Parker & Covert, LLP specialize in employment law, personnel, negotiations, and labor relations. The District has had an agreement in place with Parker & Cover, LLP, since 2011.

Current Consideration:
Services will be provided July 1, 2021, through June 30, 2023, on an as-needed basis.

Budget Implication:
The total cost of the two-year agreement is not to exceed $275,000. (General Fund)

Action:
The Board of Trustees approved the agreement.

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

Background Information:
Atkinson, Andelson, Loya, Rudd & Romo, PC (AALRR) provides legal services, which are not provided by attorneys at the Orange County Department of Education. Attorneys at AALRR specialize in employment law, education law, personnel, negotiations, as well as labor relations. The District has had an agreement in place with AALRR, since 2018.

Current Consideration:
This agreement is for legal services related to Human Resources. Services will be provided July 1, 2021, through June 30, 2022, on an as-needed basis. The agreement will be signed following Board approval.

Budget Implication:
The total cost is not to exceed $215,000. (General Fund)

Action:
The Board of Trustees approved the agreement.

11.59 ***2020-21 and 2021-22 Salary Schedules***

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

Current Consideration:
Adopt modifications to the salary schedules for the American Federation of State, County, and Municipal Employees (AFSCME), the California School Employees Association (CSEA), the Mid-Managers Association (MMA), Confidential Employees, Classified Management, and Classified Administration.

The proposed modifications include negotiated salary range increases and the inclusion of new classifications (Technology Systems Technician II for AFSCME; College & Career Readiness Specialist, Contact Tracer (Temporary), and Health Screener (Temporary) for CSEA; Executive Director of Fiscal Services for Classified Administration).

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

Action:
The Board of Trustees adopted the salary schedules for AFSCME, CSEA, MMA, Confidential Employees, Classified Management, and Classified Administration, as amended prior to the adoption of the agenda.

11.60 ***Agreements, Brandman University Supervised Fieldwork and Supervised Internship***

Background Information:
The District has traditionally entered into agreements with university programs to provide opportunities for university students to meet their fieldwork requirements and to gain valuable experience in a professional setting within our District school sites. This agreement provides the opportunity for Brandman University students to provide supervised support services for the District.

Current Consideration:
University students will meet with District clinical supervisors at the intern's assigned school site. This agreement provides opportunities for the student to observe, participate, as well as assist in the District's counseling and guidance, psychology, and teaching programs. Clinical supervisors will model to the student effective planning, instruction, and management strategies, as well as discuss these strategies with the student teacher. Additionally, professional attire, development, and conduct will be reviewed. The agreement will be effective July 1, 2021, through July 1, 2024. Due to the university's policy for entering into agreements, the agreement will be signed following Board approval.

Budget Implication:
There is no impact to the budget.

Action:
The Board of Trustees approved the agreement.

11.61 This item was pulled prior to the adoption of the agenda.

11.62 ***2020-21 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 2020-21 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.

11.63 ***Certificated Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

11.64 ***Classified Personnel Report***

Action:
The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

11.65 ***Public Disclosure of Superintendent's Employment Agreement***

Background Information:
On May 6, 2021, the Board of Trustees approved the addendum to the employment agreement for Michael B. Matsuda, Superintendent of the Anaheim Union High School District, extending the agreement by one year and increasing the tax-sheltered annuity in line with the approved increases for employee groups in the District of 3.26 percent retroactive to July 1, 2020.

Current Consideration:
This item was to publicly disclose the superintendent's employment 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 officially received the employment agreement.

11.66 ***Public Disclosure of Employment Agreements with Assistant Superintendents, Chief Academic Officer, and District Counsel***

Background Information:
On May 6, 2021, the Board of Trustees approved the addendum to the employment agreements with the assistant superintendents of Business Services, Educational Services, and Human Resources; the chief academic officer; and District counsel, extending the agreement by one year and a 3.26 percent increase to salary and tax-sheltered annuity retroactive to July 1, 2020, for:

1. Jaron Fried, Ed.D., Assistant Superintendent, Education Services;
2. Manuel Colón, Chief Academic Officer;
3. Brad Jackson, Assistant Superintendent, Human Resources;
4. Karl H. Widell, District Counsel;

and to December 21, 2020, for:

5. Nancy C. Nien, Ph.D., Assistant Superintendent, Business Services

Current Consideration:
This item was to publicly disclose the employment agreement with the Assistant Superintendents, Chief Academic Officer, and District Counsel.

Budget Implication:
There is no impact to the budget.

Action:
Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the employment agreements.

11.67 ***Agreement, Dannis Woliver Kelley (DWK)***

Background Information:
Dannis Woliver Kelley (DWK) provides legal services, which are not provided by attorneys at the Orange County Department of Education, including consultation and representation in special education, litigation, and other specialty matters related to COVID-19 school closures and interruptions, as well as other general matters where appropriate. The District has had an agreement in place with DWK since 2020.

Current Consideration:
Services will be provided July 1, 2021, through June 30, 2022, on an as-needed basis.

Budget Implication:
Services will be provided at a cost not to exceed $100,000 per year. (General Fund)

Action:
The Board of Trustees approved the agreement.

11.68 ***Membership, Orange County School Boards Association (OCSBA)***

Background Information:
OCSBA is a professional organization of local school boards and community college boards in Orange County established to serve each other's needs through consolidated action, exchange of information, and programs focusing on public education. OCSBA sponsors three dinner meetings per year, two of which are co-sponsored with the Association of California School Administrators (ACSA), Region VII, featuring relevant speakers from the educational, governmental, and business communities. Additionally, fiscal update meetings are scheduled during the budget cycle.

Current Consideration:
OCSBA membership provides the opportunity to belong to a forum for local school and community college board members to network, exchange information, and participate in educational opportunities focused on topics pertinent to public education.

Budget Implication:
The cost of the membership for the 2021-22 year is not to exceed $250. (General Fund)

Action:
The Board of Trustees approved the membership.

11.69 ***California School Boards Association (CSBA) Membership***

Background Information:
CSBA is the nonprofit education association representing the elected officials who govern public school districts and county offices of education. A membership-driven organization, CSBA provides policy resources and training to members, as well as represents the statewide interests of public education through legal, political legislative, community, and media advocacy. The cost is based on the total revenue figures for the District as reported to the California Department of Education.

Current Consideration:
CSBA membership benefits include policy analysis and services, leadership development, and education advocacy.

Budget Implication:
The cost of membership for the 2021-22 year is not to exceed $21,837. (General Fund)

Action:
The Board of Trustees approved the membership.

11.70 ***California School Boards Association (CSBA), GAMUT Online Policy Services***

Background Information:
The District is a member of CSBA and receives many benefits of membership. CSBA also provides comprehensive guidance regarding school board policies, administrative regulations, by-laws, and procedures. The GAMUT online service provides access to and use of model policies that comply with all state and federal legal requirements. The model policies are continually updated as new laws or mandates are implemented.

Current Consideration:
GAMUT online provides access to all model CSBA policies, regulations, and bylaws for use by the District. This is a renewal of the subscription. Staff suggests that the Board approve renewing this subscription annually until such time that the Board determines the subscription is no longer necessary.

Budget Implication:
The total cost for the 2021-22 year is not to exceed $5,935. (General Fund)

Action:
The Board of Trustees approved the ongoing subscription to CSBA's GAMUT online service.

11.71 ***Board of Trustees' Meeting Minutes***

11.71.1 April 8, 2021, Regular Meeting
11.71.2 May 6, 2021, Regular Meeting
11.71.3 May 24, 2021, Special Meeting

Action:
The Board of Trustees approved the minutes as submitted.

12. **SUPERINTENDENT AND STAFF REPORT**

There was no report.

13. **BOARD OF TRUSTEES' REPORT**

Trustee Randle-Trejo thanked all the staff who worked on putting together the graduations.

Trustee O'Neal shared he attended the virtual Classified Employee of the Year event, OCSBA Legislative Budget presentation, La Palma Kiwanis meeting, Sister City Commission meeting, and several graduations.

Trustee Jabbar said he attended the graduation ceremonies and a NOCROP Board meeting.

Trustee Smith expressed gratitude for all the staff and their hard work.

Trustee Piercy reported she attended several graduation ceremonies, virtual Retirement Tea, virtual Friends of Education event, AVID panel at Orangeview Junior High School, Opening of Schools Task Force meeting, and the OCSBA Legislative Budget presentation.

14. **ADVANCE PLANNING**

14.1 ***Future Meeting Dates***

The next meeting of the Board of Trustees will be held on Thursday, June 24, 2021, at 4:00 p.m.

Thursday, July 15	Thursday, October 14
Thursday, August 12	Thursday, November 18
Tuesday, September 14	Tuesday, December 14

14.2 ***Suggested Agenda Items***

15. **ADJOURNMENT**

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 10:48 p.m., in memory of Personnel Commissioner Chuck Darrington.

Approved _____
Clerk, Board of Trustees

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

BOARD OF TRUSTEES
Minutes
Thursday, June 24, 2021

UNADOPTED

1. CALL TO ORDER–ROLL CALL

Board President Piercy called the regular meeting of the Anaheim Union High School District Board of Trustees to order at 4:03 p.m.

Present: Anna L. Piercy, president; Katherine H. Smith, clerk; Al Jabbar, assistant clerk; Brian O'Neal and Annemarie Randle-Trejo, members; Michael B. Matsuda, superintendent; Jaron Fried, Ed.D., Brad Jackson, and Nancy Nien, Ph.D., assistant superintendents; and Karl H. Widell, District counsel.

2. ADOPTION OF AGENDA

Staff requested the following amendment to the agenda:

- Exhibit A, replace page 15

On the motion of Trustee O'Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the amended agenda. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

3. PLEDGE OF ALLEGIANCE

Pledge of Allegiance and Moment of Silence

Board President Piercy 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 public comments.

5. ITEMS OF BUSINESS

EDUCATIONAL SERVICES

5.1 *Adoption, Local Control and Accountability Plan (LCAP) and Annual Update*

Background Information:
The Local Control and Accountability Plan (LCAP) and annual update provides details regarding the District's actions and expenditures to support pupil outcomes and overall performance pursuant to California Education Code Sections 52060, 52066, 47605, 47605.5, and 47606.5. California Education Code Section 52060 requires the governing board of each school district to adopt the LCAP and annual update using a template adopted

by the State Board of Education. School districts must also ensure that teachers, principals, administrators, and other school personnel, as well as local bargaining units, parents, and pupils were consulted in the development of the 2021-22 LCAP and were also provided information regarding the annual update. The annual update details the actual LCAP expenditures that were projected for the 2019-20 year and expenditures for the 2020-21 Learning Contingency and Attendance Plan.

Current Consideration:
The public hearing was held on June 17, 2021. The purpose of the public hearing was to allow the public an additional opportunity to ask questions concerning the District's LCAP and annual update.

Budget Implication:
The program and goals contained in the LCAP must align with the terms of the District's 2020-21 annual budget and multi-year budget projections.

Action:
On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the LCAP and annual update, as amended prior to the adoption of the agenda. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

RESOLUTIONS

5.2 ***Resolution No. 2020/21-B-19, Adjustments to Income and Expenditures, General Fund; Resolution No. 2020/21-B-20, Adjustments to Income and Expenditures, Various Funds; and Proposed Budget (All Funds)***

Background Information:
The Board of Trustees must adopt a budget for the next fiscal year by July 1, 2021, per Education Code Section 42127(a). The Board has a fiduciary responsibility to maintain fiscal solvency for the current and subsequent two fiscal years. The District submitted a detailed list of methods of acquiring such funds for Board approval as part of the 2021 Second Interim Report. As a part of the proposed budget, the Anaheim Union High School District Budget Stabilization Plan will be presented.

Current Consideration:
After thorough analysis and review, the 2020-21 budget was updated from the Second Interim Report, which was presented and approved by the Board of Trustees at its March 4, 2021, regular meeting. Per Education Code Sections 42600 and 42601, all adjustments to the current budget must be approved by a resolution of the Board of Trustees. Resolution No. 2020/21-B-19 summarizes adjustments to the General Fund and Resolution No. 2020/21-B-20 summarizes adjustments to all other funds.

Budget Implication:
As part of the annual budget reporting process, budget adjustments are made to revenue, expenditures, and fund balances. Resolution No. 2020/21-B-19, General Fund, and Resolution No. 2020/21-B-20, Various Funds, authorize budget adjustments per Education Code Sections 42600 and 42601.

Action:

1. On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2020/21-B-19, General Fund. The roll call vote follows.

   Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

2. On the motion of Trustee O'Neal and duly seconded, the Board of Trustees adopted Resolution No. 2020/21-B-20 Various Funds. The roll call vote follows.

   Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

3. On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the 2021-22 Proposed Budget including the Budget Stabilization Plan (All Funds). The roll call vote follows.

   Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

5.3 ***Resolution No. 2020/21-B-21, Education Protection Account***

Background Information:
Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*, approved by the voters on November 6, 2012, temporarily increased the state sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. On November 8, 2016, the voters approved Proposition 55, which extended the Proposition 30 temporary income tax increase on high income earners by twelve years through 2030. Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education, and community college districts are required to determine how the monies received from the Education Protection Account (EPA) are spent in the school or schools within its jurisdiction, provided that the governing board makes the spending determinations in an open session of a public meeting. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators, or any other administrative costs, for the years 2012-13 through 2029-30.

Current Consideration:
The new revenues generated from Proposition 55 are deposited into the State EPA account. School districts, county offices of education, charter schools, and Local Educational Agencies (LEAs) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount, including charter school general purpose funding. A corresponding reduction is made to an LEA's revenue limit, or charter school general purpose state aid, equal to the amount of their EPA entitlement.

This resolution, as required by Article XIII, Section 36 of the California Constitution, approving the District's utilization of funds subject to EPA for 2021-22 has been prepared for the Board of Trustees' consideration.

Budget Implication:
There is no impact to the budget.

Action:
On the motion of Trustee Randle-Trejo and duly seconded, the Board of Trustees adopted Resolution No. 2020/21-B-21. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

6. ADVANCE PLANNING

6.1 ***Future Meeting Dates***

The next regular meeting of the Board of Trustees will be held on Thursday, July 15, 2021, at 6:00 p.m.

Thursday, August 12
Tuesday, September 14
Thursday, October 14
Thursday, November 18
Tuesday, December 14

6.2 ***Suggested Agenda Items***

Trustee Smith requested that the Board discuss the following website, https://coalitiontoendhomelessness-triage.com/, and possibly come up with a Board policy in connection to homelessness and students.

7. ADJOURNMENT

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 4:11 p.m. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

Approved _____
Clerk, Board of Trustees