

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: September 29, 2017

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
News Enterprise, P.O. Box 1010, Los Alamitos, CA 90720
Los Angeles Times, 1375 Sunflower, Costa Mesa, CA 92626
Event News, 9559 Valley View Street, Cypress, CA 90630
Unidos, 523 N. Grand Avenue, Santa Ana, CA 92701

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

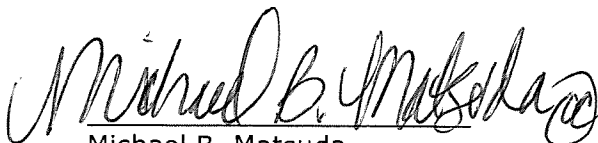
Thursday, the 5th day of October 2017

501 N. Crescent Way, Anaheim, California

Study Session–2:00 p.m., In the Superintendent's Conference Room

Closed Session–3:15 p.m.

Regular Meeting–6:00 p.m., In the 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, October 5, 2017
Study Session–2:00 p.m.
Closed Session–3:15 p.m.
Regular Meeting–6:00 p.m.**

Some items on the agenda of the Board of Trustees’ meeting include exhibits of supportive and/or background information. These items may be inspected in the superintendent’s office of the Anaheim Union High School District, at 501 N. Crescent Way in Anaheim, California. The office is open from 7:45 a.m. to 4:30 p.m., Monday through Friday, and is closed for most of the federal and local holidays. 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 (714) 999-3503 by noon on Monday, October 2, 2017.*

Meetings are recorded for use in the official minutes.

- 1. **CALL TO ORDER–ROLL CALL** **ACTION ITEM**
- 2. **ADOPTION OF AGENDA** **ACTION ITEM**
- 3. **HEALTH INSURANCE STUDY SESSION** **INFORMATION ITEM**

A study session regarding the District's health insurance considerations and options, as well as an insurance update by Arthur J. Gallagher & Co. will be provided.

- 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 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.

- 5. **CLOSED SESSION** **ACTION/INFORMATION ITEM**

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

- 5.1 To consider matters pursuant to Government Code Section 54597: Public employee performance evaluation, superintendent.
- 5.2 To consider matters pursuant to Government Code Section 54956.9 (d)(2): Conference with legal counsel, anticipated litigation regarding one matter.
- 5.3 To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Mr. Matsuda, Dr. Fried, Mrs. Root, and Mr. Jackson regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME),

Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), and California School Employees Association (CSEA).

- 5.4 To consider matters pursuant to Government Code Section 54597: Public employee performance evaluation.
- 5.5 To consider matters pursuant to Government Code Section 54957: Public employee administrative appointment/reassignment–Program Administrator I.
- 5.6 To consider matters pursuant to Government Code Section 54956.9 (a): Conference with legal counsel, existing litigation (Case No. 30-2016-00891539-CU-PT-CJC).
- 5.7 To consider matters pursuant to Government Code Section 54956.9 (a): Conference with legal counsel, existing litigation (Case No. 30-2017-00929898-CU-WM-CJC).
- 5.8 To consider matters pursuant to Government Code Section 54956.9 (a): Conference with legal counsel, pending settlement (Claim AUHSD 17-07, Tort 379).

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

6.1 **Reconvene Meeting**

The Board of Trustees will reconvene into open session.

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

Student Representative to the Board of Trustees Alexandria Alvarez 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. **INTRODUCTION OF GUESTS** **INFORMATION ITEM**

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

In addition, Board President Piercy will introduce dignitaries in attendance.

8. **BOARD OF TRUSTEES' RECOGNITION** **INFORMATION ITEM**

Orange County United Way

The Board of Trustees will recognize Orange County United Way (OCUW) for their funding, which has supported numerous District programs, such as the Anaheim Collaborative, which assists in developing a systemic approach to providing all students with college and career readiness opportunities. OCUW has donated funding to support the District's paid summer student internship opportunity through the Anaheim Innovative Mentoring Experience (AIME) program, as well as provided funding to support the Independent Learning Centers.

9. **PRESENTATION**

INFORMATION ITEM

Introduction of the 2017-18 AUHSD Student Service Foundation Board

The Board of Trustees will welcome and confirm the following students to serve as the 2017-18 AUHSD Student Service Foundation Board for their respective school sites.

Noah Ramos	Anaheim High School
Katelyn Phan	Cypress High School
Emmelin Cruz	Katella High School
Kyle Acal	Kennedy High School
Sally Kim	Kennedy High School
Sara Jilani	Loara High School
Tran Nguyen	Magnolia High School
Karina Ramirez	Oxford Academy
Tong (Hitomi) Torng	Oxford Academy
Jane Nguyen	Savanna High School
Cecilia Dang	Western High School

10. **REPORTS**

INFORMATION ITEM

10.1 **Principals' Report**

Refugio Gracian, Orangeview Junior High School principal, and Joe Carmona, Western High School principal, will present a report on their school site branding plan.

10.2 **Student Representative's Report**

Alexandria Alvarez, student representative to the Board of Trustees, will report on student activities throughout the District.

10.3 **Reports of Associations**

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

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

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

11. **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.

12. **ITEMS OF BUSINESS**

RESOLUTIONS

12.1 **Resolution No. 2017/18-B-05, Procurement of Various Telecommunications Equipment, Software, and Other Related Electronic Equipment, Apparatus, and Services (Roll Call Vote)** **ACTION ITEM**

Background Information:

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

Current Consideration:

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

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve Resolution No. 2017/18-B-05, by a roll call vote. **[EXHIBIT A]**

12.2 **Resolution No. 2017/18-E-05, Great American Smokeout Day (Roll Call Vote)** **ACTION ITEM**

Background Information:

The Great American Smokeout Day is an annual event held on the third Thursday of November by the American Cancer Society. The event encourages Americans to stop smoking and discourages the use of tobacco, as well as nicotine products. The event challenges people to abstain from these products for 24 hours, hoping their decision will last forever. The first Great American Smokeout Day was held in San Francisco's Union Square on November 16, 1977.

Current Consideration:

The District will acknowledge the Great American Smokeout Day on November 16, 2017. The District also encourages all staff and students to help users of tobacco and nicotine products make a plan to quit. The goal of the Great American Smokeout Day is also to discourage teens from starting the use of these products, while making a visible statement that we are strongly committed to the health and welfare of our staff and students.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2017/18-E-05, by a roll call vote. **[EXHIBIT B]**

- 12.3 **Resolution No. 2017/18-E-06, Support of Deferred Action for Childhood Arrivals (DACA) Legislation (Roll Call Vote)** **ACTION ITEM**

Background Information:

The Board of Trustees is committed to the success of all students irrespective of their immigration status, ethnicity, race, religion, sexual orientation, ability, sex and gender identity, socio-economic status or beliefs. The California Department of Education has declared California public schools as welcoming, safe places for learning and teaching for all students, regardless of immigration status. The Board of Trustees believes that every school site should be a welcoming place for all students and their families. Recently, President Donald Trump announced the rescission of the Deferred Action for Childhood Arrivals (DACA) Program, impacting both our local and national community.

Current Consideration:

The purpose of the District is to ensure students receive an education in a safe, non-disruptive, non-threatening, and non-discriminatory learning environment, regardless of the student's or their families' immigration status. Recently, many students and families are expressing fear, sadness, and concern for student safety. The Board of Trustees reaffirms the District's unequivocal commitment to ensuring a safe educational environment for all students, as a safe school district for students and families regarding immigration enforcement or discrimination, to the fullest extent provided by the law. Moreover, the Board of Trustees reaffirms its focus on promoting and supporting inclusiveness and kindness of all students, families, and staff at all District school sites, facilities, and property under its control. The District urges President Donald Trump and the United States Congress to continue the DACA program, which grants individuals who were brought to this country as children by their parents, to continue to pursue an education, reprieve from deportation since California and the United States are stronger, due to their contributions to our economy, to our communities, and to our Armed Forces.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees adopt Resolution No. 2017/18-E-06, by a roll call vote. **[EXHIBIT C]**

BUSINESS SERVICES

- 12.4 **Agreement, Benefits and Risk Management Services (BRMS)** **ACTION ITEM**

Background Information:

Due to the District providing a self-funded Provider Organization (PPO) program as part of our health and welfare program, the District requires the services of a Third-

Party Administrator (TPA) to support the management and oversight of the PPO services.

Current Consideration:

Through a Request for Proposal (RFP) process, combined with a presentation to the District's Insurance Committee, it was decided that it would be in the District's best interest to move to a new TPA. The committee selected Benefits and Risk Management Services, Inc. (BRMS) as the new provider. BRMS was established in 1993 and is a respected TPA that will provide administration for the self-funded PPO. There were three notable benefits to this company: 1) enhanced TPA services, including better customer service experience and reporting features, 2) the ability to include, at no additional cost, a technology-based employee benefit administration online system that will allow employees to self-serve their own benefits (typically valued at \$3-5 per member), and 3) management of our District's COBRA program. The agreement will be signed following Board approval.

The District previously used Pinnacle Claims Management, Inc. as our TPA.

Budget Implication:

Claim administration services will be provided January 1, 2018, through December 31, 2018. It is anticipated that the budget implications will include a first-year increased cost of approximately \$67,473, which includes the runout costs charged by Pinnacle at \$12 per claim processed, a \$10,000 BRMS implementation fee, and an increase of \$0.57 cents per employee enrolled in the PPO program. After the first year, the anticipated increase is approximately \$10,000 over the current cost. (Health and Welfare Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement with Benefits and Risk Management Services, Inc. **[EXHIBIT D]**

12.5 Rejection of Liability Claim

ACTION ITEM

The Board of Trustees is requested to reject a liability claim that was filed on August 11, 2017, and identified as AUHSD 17-10. After review, staff determined that the claim was not a proper charge against the District.

Staff Recommendation:

It is recommended that the Board of Trustees reject AUHSD 17-10 as not a proper charge against the District, and authorize staff to send the notice of rejection.

12.6 Agreement, The Sobel Group, Inc.

ACTION ITEM

Background Information:

In the event of an emergency, first-responders will show up to a District school site with little to no knowledge of buildings or where specific rooms are located. Immediate access to information that can aid first-responders can be critical in assessing a situation, as well as developing a plan to immediately and successfully address a situation. Working together with local authorities and providing them school site specific information will give them an invaluable tool to use when responding to an emergency situation.

Current Consideration:

A representative from The Sobel Group, Inc. will work with Anaheim Union High School District, Anaheim Police Department, and Anaheim Fire Department staff to prepare the

portion of the District's school safety plan, which includes tactical responses to criminal incidents. As part of the service, The Sobel Group, Inc. will work with District and school specific personnel to develop a visual map of the tactical response plan as one of the steps used to safeguard pupils and staff, secure the affected school premises, and to apprehend the criminal perpetrator(s). Several on-site school visits will be conducted to collect site specific information and digital imagery. After all data is collected, The Sobel Group, Inc. will prepare a report and provide an encrypted electronic copy to the District. The agreement will be signed following Board approval.

Budget Implication:

Services will be provided at a cost not to exceed \$25,000. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the agreement with The Sobel Group, Inc. pursuant to Government Code Section 53060. **[EXHIBIT E]**

EDUCATIONAL SERVICES

12.7 **North Orange County Regional Consortium (NOCRC) Adult Education Block Grant, Appointment of Designee and Alternate** **ACTION ITEM**

Background Information:

In 2013-14, the State Budget included a two year, \$25 million total, state-wide adult education planning grant, AB 86. AB 86 called for the development of local regional consortia comprised of representatives from community college districts, K-12 districts, and other organizations that serve a role in adult education (each consortium was defined by the boundaries of a community college district). The purpose of the planning grant was to evaluate existing adult education programs, identify needs and gaps, as well as develop plans to address the identified needs and gaps.

To transition from planning to implementation, the 2015-16 State Budget includes a \$500 million Adult Education Block Grant (AEBG) to be allocated among the regional consortia. The accompanying trailer bill, AB 104, includes language that identifies the program areas of adult education that can be funded through this allocation and the necessary decision making structure. Specifically, AB 104, Article 9, Section 84905(a) authorizes a community college district, school district, county office of education, or any joint powers authority to join the local adult education consortium as a member. Section 84905(c) states that a member of the consortium shall be represented only by an official designated by the governing board of the member; and Section 84905(d)(1) describes the decision making procedures, including a requirement that all members of the consortium shall participate in any decision made by the consortium, Section 84905(d)(1)(A).

Current Consideration:

The three entities that make-up the North Orange County Community College District (NOCCCD) are all integral parts of the NOCRC. The NOCRC includes, as equal members, the three entities of NOCCCD, Anaheim Union High School District (AUHSD), Fullerton Joint Union School District (FJUHSD), Los Alamitos School District (LASD), and Placentia-Yorba Linda Unified School District (PYLUSD). As Jei Garlitos, coordinator of alternative education and Araceli Chavez, parent involvement specialist, currently serve on the NOCRC executive committee, it is recommended that Jei Garlitos be the designee for AUHSD for the 2017-18 year and Araceli Chavez be the alternate.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees approve Jei Garlitos as the appointed AUHSD designee and Araceli Chavez as the AUHSD alternate designee for NOCRC.

12.8 **Master Contract, Haynes Family of Programs Inc.**

ACTION ITEM

Background Information:

The District employs school psychologists that provide counseling to special education students throughout the District. Occasionally, through a settlement agreement, counseling services are provided through an outside non-public agency (NPA). The Haynes Family of Programs, Inc. is a non-profit agency that provides an array of mental and behavioral health services along a continuum of care, including outpatient mental health services.

Current Consideration:

The District has agreed, through a settlement agreement, to fund counseling services for a student through an outside NPA. The Haynes Family of Programs, Inc. is an approved provider for these services. Services are being provided July 1, 2017, through June 30, 2018, or until agreed upon hours are completed.

Budget Implication:

The total costs for these services is not to exceed \$3,000. (Special Education Funds)

Staff Recommendation:

It is recommended that the Board of Trustees ratify the master contract. **[EXHIBIT F]**

12.9 **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:

- 12.9.1 Debate Club, Anaheim High School **[EXHIBIT G]**
- 12.9.2 Acts of Random Kindness, Cypress High School **[EXHIBIT H]**
- 12.9.3 Aviation & Aeronautics, Cypress High School **[EXHIBIT I]**
- 12.9.4 Centurion Investment Club, Cypress High School **[EXHIBIT J]**
- 12.9.5 Conspiracy Club, Cypress High School **[EXHIBIT K]**
- 12.9.6 Fellowship of Christian Athletes, Cypress High School **[EXHIBIT L]**
- 12.9.7 Students for Life of Cypress High School, Cypress High School **[EXHIBIT M]**
- 12.9.8 Katella HS Ukulele Club, Katella High School **[EXHIBIT N]**
- 12.9.9 Speech and Debate Club, Katella High School **[EXHIBIT O]**
- 12.9.10 Electronic Sports Club, Kennedy High School **[EXHIBIT P]**
- 12.9.11 Kababayan Club, Kennedy High School **[EXHIBIT Q]**
- 12.9.12 Young Republicans of Kennedy, Kennedy High School **[EXHIBIT R]**
- 12.9.13 Loara Mock Trial Club, Loara High School **[EXHIBIT S]**
- 12.9.14 Sociedad Honoraria Hispanica, Spanish Honorary Society, Loara High School **[EXHIBIT T]**
- 12.9.15 National Alliance on Mental Illness (NAMI) on Campus High School (NCHS), Savanna High School **[EXHIBIT U]**

- 12.9.16 Red Cross, Savanna High School [**EXHIBIT V**]
- 12.9.17 Chess Club, Western High School [**EXHIBIT W**]
- 12.9.18 Dungeons and Dragons Club, Western High School [**EXHIBIT X**]
- 12.9.19 Next Gen Gaming Club, Western High School [**EXHIBIT Y**]
- 12.9.20 Planeteers, Western High School [**EXHIBIT Z**]
- 12.9.21 Anime Club, Brookhurst Junior High School [**EXHIBIT AA**]
- 12.9.22 Yoga Club, South Junior High School [**EXHIBIT BB**]

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.

13. **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

13.1 **Interagency Agreement, Meal**

Background Information:

Students from the Orange County Department of Education (OCDE) Regional Deaf and Hard of Hearing Program will be attending school at Mann Elementary in the Anaheim Elementary School District (AESD). These students will require nutritious meals and this Interagency Agreement will allow Anaheim Union High School District Food Services to provide those meals. Since these students are not enrolled in AESD, a separate agreement between AUHSD Food Services and OCDE must be issued.

Current Consideration:

This agreement generates income from the meals served and provides a community service. Staff requests approval for services to be provided for a one-year agreement, effective August 31, 2017, through June 30, 2018. The AUHSD Food Services Department prepares and delivers meals to AESD schools on a daily basis.

Budget Implication:

This agreement generates income from the meals served. (Cafeteria Funds)

Staff Recommendation:

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

13.2 **Increase to Award of Bid, Physical Education (P.E.) Uniforms and Related Apparel**

Background Information:

At the April 13, 2017, Board meeting, a bid for Districtwide P.E. uniforms was awarded to Kustom Imprints.

Current Consideration:

The award of the bid was for an annual amount not to exceed \$106,447, and was based on the number of uniforms purchased the year prior. Since order quantities vary annually based on various factors including number of students, additional items being purchased, numbers, and sizes of uniforms that are needed to be purchased. For these reasons, the initial agenda item stated that the amount could be more or less depending on actual quantity and requirements of each school site.

Budget Implication:

The total amount of the award will be increased to \$148,000 annually. The amount may be more or less depending on actual quantity requirements of each school site.

Staff Recommendation:

It is recommended that the Board of Trustees increase the amount of the award of Bid 2017-07 to Kustom Imprints, for an amount not to exceed \$148,000 annually, with no other changes.

13.3 **Purchase Through Public Corporation or Agency**

Background Information:

The District has been utilizing Dunn Edwards paint for all of its painting requirements at every school site. Standard colors have been developed for each school site that can only be produced identically by Dunn Edwards, and it is important that they continue to match. Often times, for this reason, paint is provided by the District to contractors on projects to ensure uniformity to all buildings and structures.

Current Consideration:

The State of California's Department of General Services (DGS) has a piggybackable contract through the California Multiple Awards Schedule (CMAS) with Galaxie Defense Marketing Services that will allow other agencies, including local districts, the purchase of various hardware products and supplies including paint, electrical supplies, HVAC equipment, lighting, plumbing fixtures, and tools while also including various services. Although the majority of the use will be for Dunn Edwards paint and related items, purchases of some of the other offerings may also be utilized. The material and services will be purchased utilizing DGS CMAS contracts 4-12-51-0023B, through April 30, 2020, including any extensions of the contract. The District will utilize this contract pursuant to the provisions of Public Contract Code Sections 10298, 10299, and 12100 et seq.

Budget Implication:

There will be a savings upwards of 33 percent off current paint pricing. The total cost is not to exceed \$150,000 per fiscal year. (Routine Restricted Maintenance Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve the purchase of various hardware products and supplies, including paint and related items, while also including various services utilizing DGS's CMAS contract 4-12-51-0023B to Galaxie Defense Marketing

Services, with orders being placed directly or with any authorized dealer, including extensions of the contract.

13.4 **Purchase Through Public Corporation or Agency**

Background Information:

The District has standard locks and hardware that are currently being used Districtwide. There are special patents that the District holds through some of the manufacturers that only allow the key combination type to be purchased by the District. Staff has also researched various manufacturers of proximity locks, and is looking to pilot a solution at the District Office and a school site. If the solution proves to be successful, a plan will be devised to evaluate and implement the proximity locks at all District school sites.

Current Consideration:

The County of Orange has a piggybackable contract with Montgomery Hardware Co., that will allow other agencies, including local districts, to purchase various door hardware, locks, security components, and related items. The material and services will be purchased utilizing County of Orange contract MA-080-18010289, through August 29, 2022, including any extensions of the contract. The District will utilize this contract pursuant to the provisions of Public Contract Code Section 20118.

Budget Implication:

The total amount of the award is not to exceed \$110,000, per fiscal year (Routine Restricted Maintenance Funds) and a one-time cost of \$100,000 (Measure H Funds).

Staff Recommendation:

It is recommended that the Board of Trustees approve the purchase of various door hardware, locks, security components, and related items utilizing the County of Orange contract MA-080-18010289 to Montgomery Hardware Co., including extensions of the contract.

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

Staff Recommendation:

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

13.6 **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 EE]

13.7 **Purchase Order Detail Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report August 29, 2017, through September 25, 2017. [EXHIBIT FF]

13.8 **Check Register/Warrants Report**

Staff Recommendation:

It is recommended that the Board of Trustees ratify the report August 29, 2017, through September 25, 2017. [EXHIBIT GG]

13.9 **SUPPLEMENTAL INFORMATION**

13.9.1 ASB Fund, August 2017 [EXHIBIT HH]

13.9.2 Cafeteria Fund, July 2017 [EXHIBIT II]

13.9.3 Enrollment, Month 1 [EXHIBIT JJ]

EDUCATIONAL SERVICES

13.10 **Membership, Accrediting Commission for Schools, Western Association of Schools and Colleges**

Background Information:

The accreditation process is managed by the Western Association of Schools and Colleges (WASC), which is responsible for authorizing a school's certification. Accreditation is vital to a school's certification, as it is required for its courses and diplomas to be recognized by colleges and universities. Students of schools that do not receive accreditation will not have their coursework accepted by institutions of higher education.

Current Consideration:

Anaheim and Polaris high schools will host a mid-term revisit to document the progress of their six-year accreditation term status.

Budget Implication:

The fee for the two-day mid-term revisit to Anaheim High School is \$3,275. The fee for Polaris High School for the two-day mid-term revisit is \$1,310. (General Funds)

Staff Recommendation:

It is recommended that the Board of Trustees approve payment to the Accrediting Commission for Schools to provide revisit services to the aforementioned District school sites.

13.11 **Amendment, Agreement, North Orange County Community College District (NOCCD) College and Career Access Pathways (CCAP), Dual Enrollment Partnership, Cypress College**

Background Information:

NOCCCD has offered concurrent enrollment in selected courses to high school students for over a decade. NOCCCD and the District have entered into a College and Career Access Pathways partnership agreement for the purpose of offering or expanding dual enrollment

opportunities, consistent with the provisions of Assembly Bill 288, for high school students. The goal is to develop seamless pathways from high school to community college.

Current Consideration:

An agreement with NOCCCD, through Cypress College, was approved on July 13, 2017, to offer dual enrollment courses at the following school sites: Anaheim, Cypress, Gilbert, Katella, Kennedy, Loara, Magnolia, Savanna, and Western high schools, as well as Oxford Academy. An amendment is necessary to include four additional courses: PC Hardware Configurations, Writing for Business, Legal Environment of Business, as well as First Aid, CPR, and Emergencies. All other terms of the agreement remain intact.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

13.12 **Educational Partner Agreement, WE Schools**

Background Information:

WE Schools empowers young people to discover the causes they care about and take actions to make a difference. The WE Schools program motivates young people to take action at home and abroad by providing accessible resources that are educationally focused and inclusive of community causes, bringing relevance and excitement into schools.

Current Consideration:

The District will partner with WE to maximize student opportunities to take action on local and global causes through the WE Schools program. Through service-based learning and engagement, WE Schools will equip students to develop skills for success academically, in the workforce, and as active citizens. Services are being provided August 1, 2017, through July 1, 2020. This agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the educational partner agreement. **[EXHIBIT LL]**

13.13 **Participation Agreement, Orange County Department of Education, Inside the Outdoors School Program**

Background Information:

The Orange County Department of Education (OCDE) offers an annual Traveling Scientist program through their Inside the Outdoors Department. The Traveling Scientist program offers a variety of in-classroom experiences, connects students to the natural world through unforgettable hands-on experiences, and offers a variety of educational field trips. Anaheim High School has participated in the program since the 2015-16 year.

Current Consideration:

Anaheim High School is again requesting to participate in the Traveling Scientist program. Specifically, Anaheim High School will participate in The Water Effect experience. Inside the Outdoors is partnering with The Ecology Center. The goal of this project is to empower,

engage, and educate students, teachers, and the community on water issues, awareness, as well as conservation to create behavior change. This program is sponsored by the Municipal Water District of Orange County and is funded by local Orange County water agencies. One certificated teacher will participate for each group of 25-30 students, with no more than 120 students participating in the program. Services are being provided September 1, 2017, through August 31, 2018.

Budget Implication:

Inside the Outdoors has secured a sponsor for the expense of the program for Anaheim High School. There is no impact to the budget.

Staff Recommendation:

It is recommended that the Board of Trustees ratify the agreement with Orange County Department of Education. **[EXHIBIT MM]**

13.14 **Memorandum of Understanding (MOU), North Orange County Community College District (NOCCCD), Reimbursement for Babysitting**

Background Information:

Since 2013-14, the District has been a member of the North Orange County Regional Consortium (NOCRC). The purpose of the consortium was to evaluate existing adult education programs, identify needs, and develop plans to address those needs. Within the consortium, five work groups were created to develop strategies for implementation to improve educational outcomes for adult learners. One of the approved strategies, submitted by the English as a Second Language (ESL) work group, is to reimburse participating school districts for the cost of babysitting for adult ESL classes.

Current Consideration:

Currently, adult ESL classes and babysitting are offered at Ball Junior High School. Other schools are eligible to apply for reimbursement of childcare costs, if ESL classes are formed and funds are available. The MOU is needed to facilitate the reimbursement of babysitting services. Services are being provided September 11, 2017, through June 30, 2018. The agreement will be signed following Board approval.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

13.15 **Agreement, Anaheim Family YMCA**

Background Information:

The District has received funding through the California Department of Education After School Education and Safety (ASES) Program grant for the past ten years. The District has subcontracted the administration of the ASES grant to the Anaheim Family YMCA through the Anaheim Achieves program at Ball, Brookhurst, Dale, Orangeview, South, and Sycamore junior high schools. YMCA provides program administration, staffing, equipment, materials, training, data collection, and evaluation for the aforementioned schools.

Current Consideration:

The District has been awarded another year of funding by the California Department of Education ASES grant, in the amount of \$784,473.41, for the fiscal year of July 1, 2017,

through June 30, 2018. The structure of the approval process prevents the District from approving the ASES grant prior to the contract being developed therefore, this agreement will be signed following approval by the AUHSD Board of Trustees. The agreement allows the District to pay YMCA for these services. Services are being provided July 1, 2017, through June 30, 2018.

Budget Implication:

The District passes the funds to the YMCA, less an indirect cost of five percent of the total ASES funds; therefore, there are no direct implications to the budget. The ASES funds for the 2016-17 year were \$776,877. The ASES funds for the 2017-18 year are \$784,473.41. (ASES Grant Funds)

Staff Recommendation:

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

13.16 **Memorandum of Understanding (MOU), Girls Incorporated of Orange County (Girls Inc.)**

Background Information:

Girls Inc. is a private, non-profit agency, which has been serving girls ages four-and-a-half to 18 years, since 1954. They are an affiliate of the national Girls Inc., which serves approximately 125,000 girls annually across the United States and Canada. Girls Inc. develops research-based supplementary educational programs that encourage girls to master physical, intellectual, and emotional challenges. The programs focus on career and life planning, health education, leadership, community action, self-reliance and life skills, as well as cultures and heritage, academic achievement, participation in sports, and excellence in math, science, and technology.

Current Consideration:

Girls Inc. will provide comprehensive supplemental after-school programs that promote positive body image, good nutritional and social habits, communication skills and leadership traits at Ball, Brookhurst, Dale, Orangeview, South, Sycamore, and Walker junior high schools, as well as Anaheim, Katella, Loara, Magnolia, Savanna, and Western high schools. The programs are a supplementary resource for school counseling departments. Girls Inc. will work collaboratively with school counseling departments to refer students to the programs and to monitor students who have participated in the programs. Services are being provided September 5, 2017, through June 29, 2018.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

13.17 **Cooperative Agreement, The Regents of the University of California, The Puente Project**

Background Information:

The Puente Project works in partnership with forty-three secondary schools throughout California, to provide a seamless transition for high school students to the University of California campuses. Anaheim, Katella, Loara, Magnolia, and Savanna high schools currently participate in this program. Western High School and Orangeview Junior High School will participate, starting this year.

Current Consideration:

This agreement was received from The Regents of the University of California, The Puente Project on August 14, 2017, which made ratification after the implementation date unavoidable. Services are being provided July 1, 2017, through June 30, 2021. The agreement will be signed following Board approval.

Budget Implication:

The fee for the initial implementation of the Middle School Program at Orangeview Junior High School is \$22,200 for the fiscal year 2017-18, and \$10,400 per year, for fiscal years 2018-19, 2019-20, and 2020-21. In addition, each participating school will budget \$5,000 per year, to support site-based activities, as required in the agreement. Training and ongoing professional development for the High School Program will be provided at no additional cost to the District. (College Readiness Block Grant Funds)

Staff Recommendation:

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

[EXHIBIT QQ]

13.18 **Memorandum of Understanding (MOU), West Ed California Healthy Kids Survey (CHKS)**

Background Information:

The District became the lead fiscal agency for a Tobacco Use Prevention Education (TUPE) consortium grant between Anaheim Elementary School District and the District, in the amount of \$1,732,590 for a three-year term from 2017-20 that was approved by the Board on July 13, 2017. TUPE grantees are required to conduct the California Healthy Kids Survey (CHKS) Core and Tobacco Module biennially in grades seven, nine, and eleven. The CHKS is a companion tool to the California School Climate Survey (CSCS) and the California School Parent Survey (CSPS). Together they form the California School Climate, Health, and Learning Survey (Cal-SCHLS) system, a comprehensive set of integrated surveys designed to help schools meet the mandates and goals of the Every Student Succeeds Act.

Current Consideration:

The CHKS is a comprehensive and customizable student self-reported, data-collection system that provides essential and reliable data on school climate, youth resilience, health and well-being, as well as learning barriers and supports. CHKS survey implementation costs include, grades seven, nine, and eleven. In addition to the survey, the District will provide CHKS with information on current student enrollment figures for all school sites by grade level, and provide accurate staff counts by school. Services will be provided November 1, 2017, through May 24, 2018. This MOU will be signed following Board approval.

Budget Implication:

Total costs for these services are not to exceed \$15,000. (TUPE Funds)

Staff Recommendation:

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

13.19 **Independent Contractor Agreement, Marcus Management Solutions**

Background Information:

Since the late 1990s, Marcus Management Solutions has helped many local school districts and non-profit organizations write grants. In particular, they have helped Anaheim Elementary School District (AESD) and Anaheim Family YMCA write grants for mental health programs, Tobacco Use Prevention Education (TUPE), and 21st Century Community Learning Centers, such as Anaheim Achieves. They provide grant writing services free of cost to these organizations. Once a grant is awarded, they provide evaluation management services for programs funded by the grant. The District became the lead fiscal agency for a TUPE consortium grant between AESD and the District, starting in 2014.

The District continues to be the lead fiscal agency for the TUPE consortium grant between AESD and the District, in the amount of \$1,732,590, for a three-year term (2017-20) that was approved by the Board on July 13, 2017. The TUPE grant requires that an independent program evaluator prepare the annual program evaluation report, which must be submitted to the California Department of Education.

Current Consideration:

Marcus Management Solutions has once again been selected to provide the program evaluation services for this second three-year grant. To secure these services, the District will enter into an independent contractor agreement with Marcus Management Solutions. Services are being provided July 1, 2017, through June 30, 2020.

Budget Implication:

Costs for these services are not to exceed \$51,978 per fiscal year, for a total of \$155,933 over a three-year period. (TUPE Funds)

Staff Recommendation:

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

13.20 **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 \$1,732,590, for a three-year term (2017-20). 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, and 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, 2017, through June 30, 2020.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

13.21 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee has recommended the selected books for English, social sciences, and world languages courses. The books have been made available for public view.

Staff Recommendation:

It is recommended that the Board of Trustees adopt the selected materials. **[EXHIBIT UU]**

13.22 **Instructional Materials Submitted for Display**

The Instructional Materials Review Committee recommended the selected material for display, for courses in English, English language development, science, social science, visual and performing arts, and world languages. Before the materials can be approved for adoption, they must be made available for public review. The Board of Trustees will be requested to consider adoption of the materials following the end of the period of public display, October 6, 2017, through November 2, 2017.

Staff Recommendation:

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

13.23 **Individual Service Contracts**

Staff Recommendation:

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

13.24 **Field Trip Report**

Staff Recommendation:

It is recommended that the Board of Trustees approve/ratify the field trip report as submitted. **[EXHIBIT XX]**

HUMAN RESOURCES

13.25 **Agreement, StaffRehab**

Background Information:

When a psychologist takes a leave of absence, or if there is a sudden need to fill a vacancy, we must fill that position on a temporary basis with a qualified individual. Due to the specific

qualifications needed to fill this type of position, and for only a limited time, it is increasingly difficult to find a qualified individual to perform these services. Agreements with staffing agencies provide qualified individuals when there is a sudden need to fill a vacancy. The District entered into an agreement with StaffRehab in 2015 to provide contract services on an as-needed basis. The agreement is ongoing unless terminated by either party.

Current Consideration:

The agreement with StaffRehab provides psychologist contract services effective August 31, 2017, through November 17, 2017.

Budget Implication:

The total cost is \$90 per hour. (General Funds)

Staff Recommendation:

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

13.26 **Classified Employee Salary Schedules**

Background Information:

The California Public Employees' Retirement System (CalPERS) requires the Board of Trustees to formally adopt classified salary schedules, including any subsequent modifications made to them after initial approval.

Current Consideration:

The Board of Trustees is requested to adopt the revised salary schedules for employees in the following classifications and bargaining units: American Federation of State, County, and Municipal Employees (AFSCME), California School Employees Association (CSEA), classified management, and the administrators' schedule.

The following changes are included:

- 1) Corrected hourly rates for CSEA Range 62
- 2) Moved the Instructional Assistant-Student/Parent Liaison/Bilingual to the correct CSEA Range 47 from 51
- 3) Expanded the listed job title for some classifications (minor formatting)
- 4) Title change Director of Risk Management to Director of Risk Management & Insurance

Budget Implication:

There is no impact to the budget. The salaries reflected on the schedules are Board approved as part of the bargaining process.

Staff Recommendation:

It is recommended that the Board of Trustees adopt the individual salary schedules with proposed revisions for AFSCME, CSEA, and classified management, along with the comprehensive schedule that includes all individual salary schedules. **[EXHIBIT ZZ]**

13.27 **2017-18 First Quarterly Report, Williams Uniform Complaints**

Background Information:

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

quarterly report required by Education Code Section 35186, which is submitted to the Orange County Department of Education.

Current Consideration:

The Williams Uniform Complaints Fourth Quarterly Report, July 1, 2017, through September 30, 2017, states there were no complaints during this quarter.

Budget Implication:

There is no impact to the budget.

Staff Recommendation:

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

13.28 **Certificated Personnel Report**

Staff Recommendation:

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

13.29 **Classified Personnel Report**

Staff Recommendation:

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

SUPERINTENDENT'S OFFICE

13.30 **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 (travel, hotel, parking, taxi, etc.)

The Network for Public Education, October 14-15, 2017, Oakland, CA, at a cost not to exceed \$1,450. (General Funds)

Staff Recommendation:

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

13.31 **Board of Trustees' Meeting Minutes**

13.31.1 August 29, 2017, Special Meeting **[EXHIBIT DDD]**

13.31.2 September 7, 2017, Regular Meeting **[EXHIBIT EEE]**

14. **SUPERINTENDENT AND STAFF REPORT**

INFORMATION ITEM

15. **BOARD OF TRUSTEES' REPORT**

INFORMATION ITEM

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

16. **ADVANCE PLANNING**

INFORMATION ITEM

16.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, November 7, 2017, at 6:00 p.m.

Thursday, December 7

16.2 **Suggested Agenda Items**

17. **ADJOURNMENT**

ACTION ITEM

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at (714) 999-3503 by noon on Monday, October 2, 2017.

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

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

RESOLUTION NO. 2017/18-B-05

October 5, 2017

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

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

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

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

WHEREAS, the District intends on procuring telecommunications and data services; data cabling/cabling services; wireless equipment and services; switching equipment and services; network equipment and services; firewall maintenance; and web caching services (collectively, "Telecommunications Equipment and Related Services"); and

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

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

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

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

NOW, THEREFORE, THE BOARD OF EDUCATION DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

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

Telecommunications Equipment and Related Services described above based on evaluation factors set forth in the requests for proposals and other factors including those set forth in Public Contract Code section 20118.2(a).

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

PASSED AND ADOPTED by the Board of Trustees of the Anaheim Union High School District this 5th day of October 2017, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

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

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and the Secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 5th day of October 2017, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Anaheim Union High School District Board of Trustees this 5th day of October 2017.

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

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

Great American Smokeout Day

RESOLUTION NO. 2017/18-E-05

October 5, 2017

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

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

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

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

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

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Anaheim Union High School District hereby supports November 16, 2017, as the Great American Smokeout Day in the district and encourages its teachers, administrators, classified employees, and all staff to use the date to help people make a plan to quit, or plan in advance and quit smoking that day by publicizing the need to quit, pressing for laws that control tobacco use and, discouraging teens from starting while supporting people who want to quit, making a

Resolution No. 2017/18-E-05

visible statement that, as employees of the district, we are strongly committed to win the war against tobacco, tobacco products, and nicotine.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on October 5, 2017, 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 5th day of October 2017, and passed, by a roll call vote of all members present of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5th day of October 2017.

Michael B. Matsuda
Superintendent and Secretary,
Board of Trustees

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

Support of Deferred Action for Childhood Arrivals Legislation (DACA)

RESOLUTION NO. 2017/18-E-06

October 5, 2017

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

WHEREAS, the Anaheim Union High School District embraces the diversity of our students, families, and staff and the rich language and cultural assets they bring to our District and strongly supports and encourages the participation of all parents and families in our schools; and

WHEREAS, the city of Anaheim has been designated as the City of Kindness and has also embraced the philosophy of Welcoming Anaheim and has created a task force to ensure municipal services promote practices that ensure the dignity and safety of all Anaheim residents; and

WHEREAS, the Anaheim Union High School District Board of Trustees has designated the district as a District of Kindness and Compassion;

WHEREAS, on March 7, 2017, the Anaheim Union High School District Board of Trustees adopted and passed the "Providing All Children Equal Access to Education" resolution reaffirming its focus on promoting and supporting inclusiveness and kindness of all students, families, and staff at all District school sites, facilities, and property under its control; and

WHEREAS, the U.S. Supreme Court has held that local school districts have a constitutional mandate to educate all students residing within their jurisdictional boundaries, regardless of their immigration status; and

Resolution No. 2017/18-E-06

WHEREAS, the Anaheim Union High School District is committed to the success of all students irrespective of their immigration status, ethnicity, race, religion, sexual orientation, ability, sex and gender identity, socio-economic status or beliefs, and believes that every school site should be a welcoming place for all students and their families; and

WHEREAS, the Declaration of Independence of the United States of America recognizes every individual's right to life, liberty, and the pursuit of happiness and the United States was built by diverse peoples, both native and immigrant alike; and

WHEREAS, in 2012 President Obama issued an Executive Order that gave certain undocumented immigrants who were brought to the United States by their parents as a child and entered the U.S. before their 16th birthday, commonly referred to as "Dreamers" relief from deportation and the ability to live, work, and study in the U.S. for a period of two years, subject to renewal. The program is known as Deferred Action for Childhood Arrivals (DACA); and

WHEREAS, DACA has protected nearly 800,000 people, approximately 20,000 DACA recipients work as teachers and more than 217,000 DACA recipients live in California; and

WHEREAS, according to the Migration Policy Institute, one-third of all DACA recipients are enrolled in high school, one-fifth are enrolled in college, and one-fourth are enrolled in college and working at the same time; and

WHEREAS, according to the Migration Policy Institute, DACA recipients are better educated, earn more, and are employed in more white-collar work environments than their non-DACA eligible peers; and

WHEREAS, DACA recipients are commonly referred to as "Dreamers;" and

WHEREAS, as reported by the *New York Times*, results from a survey conducted by University of California, San Diego professor Tom K. Wong show that the current age range of so-called Dreamers is between 16 and 35, with the median age of entry into the United States being six years old; and

WHEREAS, President Donald Trump announced a rescission of DACA, but has allowed for a six-month window during which Congress can pass new legislation that would protect those who rely on the program; and

WHEREAS, all students in California have a right to attend public schools regardless of their immigration status and California's school districts have invested valuable resources in our State's DACA recipients, and they in turn have responded by successfully continuing their education and by making important contributions to the workforce and to society.

WHEREAS, the Anaheim Union High School District believes that each student deserves to be treated with respect and as a valuable human being with hopes, dreams, aspirations, and goals, and that each DACA recipient should be allowed to fulfill those dreams in the only country they know, the United States of America.

WHEREAS, the intended rescission of DACA will deny our schools and communities many very bright and highly-motivated students, parents, teachers, and staff who are making invaluable contributions; and can pass new legislation that would protect those who rely on the program; and

WHEREAS, the letter signed by more than 400 American CEOs states that "97 percent (of DACA participants) are in school or in the workforce" and that without these Dreamers, "the US economy would lose \$460.3 billion from the national GDP and \$24.6 billion in Social Security and Medicare tax contributions."

WHEREAS, the consequences of this decision will result in fear and uncertainty for many of the families and students we serve, as well as for staff members and community volunteers and would cause a significant disruption to the learning environment and educational setting for students.

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Anaheim Union High School District hereby urges President Trump and his administration to preserve the DACA program and urges members of Congress, including our own senators and representatives, to take bipartisan action to pass legislation prior to March 2018 that
Resolution No. 2017/18-E-06

provides DACA recipients with a pathway to permanent residence and eventually to U.S. Citizenship.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on October 5, 2017, 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 5th day of October 2017, and passed, by a roll call vote of all members present of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5th day of October 2017.

Michael B. Matsuda
Superintendent and Secretary,
Board of Trustees

MASTER SERVICE AGREEMENT

This Cover Page, including the Summary of Basic Terms below, together with the attached General Terms and Conditions and the Schedules thereto (the "Terms"), set forth the entire agreement of the parties with respect to services to be provided by Benefit and Risk Management Services, Inc. ("BRMS") to below-named Employer (this "Agreement").

Summary of Basic Terms

Any capitalized terms not defined in this Cover Page shall have the meaning ascribed to them in the Terms in the attached General Terms and Conditions, unless the context clearly establishes a different meaning.

Employer: Anaheim Union High School District

Service Effective Date: January 1, 2018

Description of Third Party Administration Services (check all that apply):			
Plan Administration Services	<input checked="" type="checkbox"/>	Vbas Software License	<input checked="" type="checkbox"/>
Medical Claims Administration	<input checked="" type="checkbox"/>	COBRA Administration	<input checked="" type="checkbox"/>
Dental Claims Administration	<input type="checkbox"/>	FSA Administration	<input type="checkbox"/>
Vision Claims Administration	<input type="checkbox"/>	HRA Administration	<input type="checkbox"/>
Medical Management	<input checked="" type="checkbox"/>	HR/Payroll Data Exchange	<input checked="" type="checkbox"/>

Compensation: As set forth in the applicable Exhibit A.

Employer Primary Contact (Name, Phone Number): _____

NOW, THEREFORE, intending to be bound, the parties have executed this Agreement by and through their authorized representatives as set forth below:

Anaheim Union High School District

Date: 9/27/17

By: Jennifer Root

Printed Name: Jennifer Root

Title: Assistant Superintendent, Business

Address: 501 N. Crescent Way
Anaheim, CA 92801

BENEFIT & RISK MANAGEMENT SERVICES, INC.

Date: _____

By: _____

Printed Name: Matthew Schafer

Title: Chief Executive Officer

Address: 80 Iron Point Circle, Suite 200
Folsom, California 95630

GENERAL TERMS AND CONDITIONS

Employer hereby engages Benefit & Risk Management Services, Inc. ("**BRMS**") and BRMS hereby accepts such engagement by Employer to perform the Services to be provided under this Agreement. BRMS is hereby authorized to do all things necessary to carry out the terms, purposes and conditions of this Agreement and to perform the Services. In connection with the execution of this Agreement or subsequent thereto, the parties may mutually execute Schedules describing additional or complimentary Services to those described in these Terms. Such Schedules are hereby incorporated into this Agreement and made part of this Agreement as though fully set forth herein.

These Terms and Conditions (these "**Terms**") are made as of the Effective Date by and between BRMS and the Employer indicated on the attached Summary of Basic Terms in the Cover Page (the "**Summary**"). Any capitalized terms not defined in these Terms shall have the meaning ascribed to them in the Summary.

1. **Definitions.** In addition to the terms defined elsewhere in this Agreement, the capitalized terms in this Section will have the meanings ascribed to them below.
 - 1.1 "**Administrator**" means the person, corporation or organization, including, Employer, appointed from time to time by Employer, who is responsible for the day-to-day functions and management of the Plan. The Administrator is Employer, or third party appointed by Employer unless BRMS has expressly undertaken the role of Administrator as part of the Services.
 - 1.2 "**Claim**" means a request by a Covered Person to receive benefits under the Plan.
 - 1.3 "**Claimant**" means an individual who makes a Claim.
 - 1.4 "**COBRA**" means the Consolidated Omnibus Budget Reduction Act of 1985 and any amendments thereto.
 - 1.5 "**Continuation Coverage**" means the continued group health care coverage required by COBRA as to employers employing greater than a designated number of persons.
 - 1.6 "**Covered Person**" means any employee or dependent entitled to benefits under the terms of the Plan.
 - 1.7 "**Effective Date**" means the effective date of this Agreement as set forth in the Summary.
 - 1.8 "**Employees**" means all employees of Employer as defined under the terms of the Plan.
 - 1.9 "**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated there under.
 - 1.10 "**Funds**" means any and all assets and earnings of the Plan.
 - 1.11 "**HIPAA**" means the federal Health Insurance Portability and Accountability Act of 1996 and any amendments thereto.
 - 1.12 "**Plan(s)**" means any of the insurance benefits programs arranged by Employer and listed on the Summary, as they may be amended or modified in writing from time to time.
 - 1.13 "**Premium Trust Account**" means the account into which premiums are deposited for the Plan.
 - 1.14 "**Qualified Beneficiaries**" means any individual who, one (1) day before the occurrence of a Qualifying Event (as defined below) is covered under the Plan in one of the following capacities: (i) Spouse of the covered Employee; (ii) dependent child of the covered Employee; (iii) retired Employee; or (iv) self-employed individual, independent contractor or corporate director.
 - 1.15 "**Qualifying Event**" means a loss or reduction of group health plan coverage due to: (i) death of an Employee; (ii) voluntary or involuntary termination of employment of an Employee (other than for gross misconduct); (iii) divorce of an Employee; (iv) reduction in the hours of an Employee; (v) entitlement of an Employee to Medicare coverage; (vi) dependent child ceasing to

- be dependent child under the terms and conditions of the Plan; or (vii) Employer's filing of a Chapter 11 bankruptcy petition (or such other events listed in Section 4980B of the Code).
- 1.16 **"Schedule"** means an addendum, exhibit or other attachment to this Agreement which references this Agreement and describes particular Services to be provided by BRMS to Employer.
- 1.17 **"Services"** means the services to be provided by BRMS to or on behalf of Employer as described in this Agreement, including the Schedules hereto.
2. **Plan Administration Services.** With respect to the administration of the Plan, if BRMS is engaged to perform such services, BRMS shall have the following responsibilities:
- 2.1 **Documents and Forms.** BRMS shall design, prepare and cause to be printed and supplied to Employer the documents and forms which are necessary for the administration of the Plan. Any expense incurred in the printing of such documents and forms (including plan booklets and summary plan descriptions) shall be an expense of the Plan.
- 2.2 **File Maintenance.** Utilizing information provided by Employer, BRMS shall establish and maintain (i) eligibility files based upon the information provided by Employer and (ii) records of all participating Employees and their dependents (including retirees, COBRA participants and the student status of dependents if such services are elected by Employer) in accordance with the Plan.
- 2.3 **Eligibility Processing.** With respect to eligibility for participation in the Plan, BRMS shall have the following responsibilities:
- (a) BRMS shall communicate eligibility for the Plan to Employees who have elected to receive benefits from such Plan. Such communication may include electronic transfer of data, faxing or mailing of enrollment forms or copies of enrollment forms, electronic-mail of pertinent eligibility information and / or telephone communications. It is noted that the communication of eligibility may at times require research and resolution of discrepancies, including reconciliation of monthly reports and bills with carrier information and other auditing tools as required.
- (b) BRMS shall maintain Employee eligibility under groups, divisions or branches using a separate location status identifier, provided each such group, division, or branch is provided to BRMS by Employer.
- (c) BRMS shall follow any guidelines or limitations of the Plan, provided such guidelines or limitations have been provided to BRMS by Employer. Examples of such guidelines and limitations are: eligibility of retirees, domestic partners, overage dependent limits, waiting periods, coverage effective dates, age banded rates, tier structure and rate change guidelines.
- (d) BRMS shall furnish the eligibility and payment information to Employer for auditing purposes upon the request of Employer.
- 2.4 **Government Reports.** Upon request, BRMS will provide to Employer data regarding disbursements for administrative charges and other expenses of the Plan necessary for Employer's preparation of reports, tax returns, statements or other documents required to be filed by Employer with any local political subdivision, state government or federal government, including, all reports required to be filed pursuant to ERISA. However, Employer shall be solely responsible for the preparation and filing of any annual reports required by ERISA (including on IRS Form 5500) and BRMS shall not be responsible for the preparation and filing of such annual reports, unless BRMS specifically assumes such responsibility in a written agreement.
- 2.5 **Premium Trust Account.** Upon request, BRMS will provide assistance to Employer in Employer's efforts to develop an accounting policy for the Premium Trust Account designed to make

contributions to the Premium Trust Account to insure that sufficient funds are available to meet the obligations of the Plan. It shall be the responsibility of Employer to determine if changes in the accounting policies for the Premium Trust Account are needed and/or appropriate.

- 2.6 **Not Administrator.** It is understood that BRMS is not and will not be treated as the Administrator or sponsor of any Plan for ERISA and all other purposes. BRMS is not a provider of health care services or benefits. Except as specifically set forth in this Agreement, BRMS shall have no responsibility or liability to any person for premiums of any Plan, or for payment of premiums or costs for any Plan provided by a third party.
- 2.7 **Medical Expense Audits.** BRMS, with notice to Employer, shall be authorized to incur expenses to validate the charges of medical providers, including hospitals. BRMS may hire a third party medical expense auditor in connection with such validation. The cost of auditing the charges of medical suppliers under this Section shall be deemed an expense of the Plan. These costs will be applied toward any stop-loss provision of the Plan.
- 2.8 **Access to Eligibility Data.** BRMS agrees to allow and provide Employer complete and total access to Covered Person's eligibility data for the purpose of providing consulting assistance and customer service functions. Any and all available reports requested by Employer's designated agent shall be provided in a timely manner and in accordance with applicable state and federal privacy regulations.
- 2.9 **Audit.** Should the Plan be the subject of a Department of Labor audit or any audit or investigation by any federal or state government or any agency thereof, BRMS is specifically authorized by Employer to cooperate with any such audit or investigation.
- 2.10 **Record Keeping.**
- (a) **Plan Record Availability.** BRMS will make copies of any Plan records and documents in its possession available to Employer upon request. Alternatively, BRMS shall permit authorized representatives of Employer, at reasonable times, to have access to, examine, and make copies of, such records and documents, at Employer's expense.
 - (b) **Third Party Requests.** Should copies of Plan records or documents be requested by any Employee, Covered Persons, court or governmental agency, BRMS will notify Employer of the request.
 - (c) **Duplicating Charges.** BRMS reserves the right, in its sole and absolute discretion, to condition the making of any copies on its advance receipt of its customary copying charges. Notwithstanding any of the foregoing, any examination or copying of any Covered Persons' records shall be carried out in accordance with applicable law.
 - (d) **Record Retention.** Upon the termination of this Agreement, BRMS shall have the option of retaining its copies of such records and documents for a period of three (3) years, or delivering them to Employer. In no event will BRMS intentionally destroy its copies of any Plan records or documents without first notifying Employer by regular mail, sent to Employer's last known address, and providing Employer at least thirty (30) days within which to request that such copies be delivered to Employer at Employer's cost.
3. **Claims Administration Services.** With respect to the administration, processing and payment of Claims, if BRMS is engaged to perform such services, BRMS shall have the following responsibilities:
- 3.1 **Claim Receipt.** BRMS shall accept any Claim from Employer which shall be made in the manner prescribed by the Plan and upon the form or forms provided or approved by BRMS.
- 3.2 **Eligibility Determination.** BRMS shall determine eligibility of a Claim for the payment of benefits including, as necessary and in the sole discretion of BRMS, investigation and verification of any statements contained in the Claim.

- 3.3 Claim Payment. BRMS shall make payment from the Funds for Claims payable according to the Plan. Where authorized by the Plan, BRMS may make such payments to: (i) the Employee on behalf of a dependent, or (ii) to any physician, hospital, nurse or other medical supplier providing services to or on behalf of any Covered Person if there is an assignment of benefits executed by such Covered Person.
 - 3.4 Claim Processing. BRMS shall complete Claim processing, determination and payment within a reasonable time of receipt of the Claim, taking into consideration of the timing and volume of Claims submitted and the factors reasonably affecting the ability of BRMS to process Claims.
 - 3.5 Inadequate Funds. In the event that Funds adequate to allow payment of one or more Claims shall not be made available by the Plan at the time payment is due, BRMS shall have no responsibility to make any payment with regard to such Claims unless and until sufficient funds are made available.
 - 3.6 Monthly Reporting. Within thirty (30) days after the last day of each calendar month, BRMS shall send Employer a written report setting forth all disbursements of Funds made by BRMS in payment of Claims during the preceding calendar month. The report shall include a separate statement indicating payments made to or on behalf of dependents (as defined by the Plan) of Employees during the same month.
 - 3.7 Claim Denial. BRMS may deny any Claim if BRMS determines that such Claim or Claimant is not eligible for benefits under the Plan and/or any guidelines provided by Employer. In the event of a denial of any Claim, BRMS shall provide written notice to the Claimant setting forth the specific reason or reasons for such denial, including such other information as is required by the Plan to be provided, with a copy of such notice to the representative of Employer designated to receive such notices. A Claimant whose Claim has been denied shall be afforded any rights of appeal or other review process provided under the terms and conditions of the Plan or applicable law.
 - 3.8 Claim Compromise. Upon direction of Employer, BRMS shall compromise and adjust any disputed Claim or application for benefits previously denied. However, any Claim so compromised or adjusted upon the direction of Employer may be considered as paid outside the coverage of the applicable excess risk policy of insurance and shall be the sole responsibility of Employer.
4. COBRA Administration. With respect to the administration and processing of COBRA claims (including assisting Employer in the determination of the eligibility of applicants for COBRA coverage), if BRMS is engaged to perform such services, BRMS shall have the following responsibilities:
 - 4.1 Initial COBRA Notification. BRMS shall provide the appropriate initial COBRA notification to covered Employees and dependent spouses in accordance with the requirements of COBRA.
 - 4.2 Qualifying Event Notification. BRMS shall, upon notification from Employer of the occurrence of a Qualifying Event, promptly notify Qualified Beneficiaries of their right to continuation coverage under COBRA in accordance with the requirements of COBRA.
 - 4.3 Monthly Reporting. BRMS shall, upon receipt of a response from an Employee selecting continuation coverage under COBRA, provide the following to Employer: (i) a monthly bill or coupon booklet directed to the recipient of continuation coverage to be used to remit payments of premium; (ii) receipt and accounting for premium payments; (iii) remittance of COBRA premiums received to Employer or the appropriate carriers and/or third party vendor; (iv) notice of termination of continuation coverage for nonpayment of premium, termination of coverage due to end of coverage period under COBRA, or termination of coverage for any reason permitted under COBRA.
 - 4.4 Termination Notice. BRMS shall provide notice of termination of continuation coverage to the applicable Employee or other covered individual for nonpayment of premium, due to end of coverage period under COBRA, or for any reason permitted under COBRA

- 4.5 Benefits Payment. The source of payment of COBRA benefits payable under the terms of the Plan shall be contributions made by Employees. Expenses of administration of the Plan shall be paid from contributions made by Employer on behalf of eligible participating Employees and contributions made by eligible participating Employees, if any.
- 4.6 Premium Payment. Employer understands and agrees that COBRA regulations do not require Employer to provide participants with a monthly bill statement or payment coupon after initial enrollment by the COBRA participant and that it is the responsibility of the participant to pay their COBRA premiums when due regardless whether or not they receive a bill statement or payment coupon.
- 4.7 File Maintenance. BRMS shall maintain Employer's COBRA eligibility files and related records of all Employees and their dependents participating in COBRA in accordance with the Plan.
- 4.8 Premium Fee. BRMS is hereby authorized to assess, collect and retain an administrative fee to be invoiced with the COBRA premium payments received by BRMS from COBRA participants. This administration fee charged to the COBRA participant by BRMS will not exceed the legal maximum. The administration fee charged to the COBRA participant will be retained by BRMS to offset administrative charges that would otherwise be born by Employer.
- 4.9 Application Acceptance. To accept any application for benefits under COBRA from Employer made in the manner and on forms acceptable to BRMS.
- 4.10 Eligibility Determination. To assist Employer in the determination of eligibility for COBRA benefits payable under the terms of the Plan and to investigate and verify any statements contained in the application for benefits that, in BRMS' sole opinion, require additional information for verification. With respect to the requirements of continued eligibility of dependent children, BRMS shall have the following responsibilities:
- (a) BRMS shall request verification of student status two (2) times per year by notifying appropriate Covered Persons of their obligation to provide proof of student status for identified dependents upon request from BRMS.
 - (b) BRMS shall provide Employer with a written monthly report of those dependents who have exceeded the maximum age limit within the terms of the Plan and terminate identified dependents unless or until BRMS has or receives documentation identifying that said dependent is disabled.
- 4.11 Eligibility Notice. To communicate COBRA eligibility under the Plan to those Employees who have elected to receive COBRA benefits from such Plan.
- 4.12 Claims Payment. To pay Claims from Funds contributed by the Employees through the payment of COBRA premiums provided, however, that, in the event COBRA premium payments submitted by the Employees are inadequate to allow payment of any Claims, BRMS shall have no responsibility to make any payment with regard to such Claims.
- 4.13 Status Maintenance. To maintain COBRA eligibility under groups, divisions, or branches using a separate location status identifier provided such group, division, or branch is supplied to BRMS from Employer.
- 4.14 Regulation Compliance. To follow any rules or limitations under COBRA for the Plan, in which Employees may enroll, provided such rules or limitations were provided to BRMS by Employer. Examples of such rules are eligibility of retirees, domestic partners, overage dependent limits, waiting periods, coverage effective dates, age banded rates, tier structure and rate change rules.
- 4.15 Effect of Termination. All obligations of BRMS for processing of eligibility and disbursements of premiums payable under COBRA, will be terminated and extinguished upon the date of termination of this Agreement. Any COBRA premiums payable incurred prior to the date of termination will be processed and paid only for the time period up to and ending with the date of

termination. COBRA payments remaining unprocessed or unpaid as of the termination of this Agreement shall be returned to Employer by BRMS and shall no longer be the responsibility of BRMS.

5. **Vbas Service.** With respect to the administration Vbas, if BRMS is engaged to perform such services, BRMS shall have the following responsibilities:
 - 5.1 **Vbas Defined.** “Vbas” shall mean the machine readable version of the computer software located at Folsom, Ca (the “Site”) provided by BRMS in connection with and as a material part of the Services.
 - 5.2 **Vbas License.** Subject to the terms and conditions of this Agreement, BRMS hereby grants to Employer a non-exclusive, non-transferable and non-assignable license to access Vbas solely (i) through the Site; (ii) by and through Employer’s Authorized Users; (iii) for Employer’s internal business purposes and for no other purpose. BRMS hereby grants Employer a non-exclusive, non-transferable and non-assignable license to use the documentation, instructional materials and user guides for Vbas which BRMS may make generally available to BRMS’ customers and in the form (paper or electronic) selected by BRMS (collectively, the “Documentation”).
 - 5.3 **No Other Rights.** Other than the license granted under Section 5.2, all right, title and interest in and to Vbas, the Documentation, and all portions of the foregoing, including all intellectual property rights (e.g. patent, trade secret, copyright, trademark and similar rights), shall remain the property of BRMS or its licensors, as applicable. Employer’s use of third-party programs in conjunction with Vbas is not covered by this Agreement and will be governed solely by the terms and conditions of the applicable third party license agreements. Any rights not expressly licensed hereunder are reserved by BRMS.
 - 5.4 **Restrictions.** To the maximum extent allowed by applicable law, neither Employer nor its Authorized Users (defined below) shall reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code of any software located on the Site or utilized in connection with the Service, including Vbas. Neither Employer nor its Authorized Users shall (i) disassemble, unbundle or cause the disassembly or unbundling of Vbas for any purpose; (ii) use Vbas on a service bureau or time share basis or to provide services to third parties; (iii) distribute, copy, rent, lease, sublicense or otherwise transfer Vbas to any third party; (iv) grant any third party, other than an Authorized User, access to Vbas; or (v) modify Vbas for any purpose. Any modifications or configurations made to Vbas shall be made by BRMS and shall be the sole and exclusive property of BRMS.
 - 5.5 **Principle User.** Employer will designate a single individual to act as the “Principle User” for Employer’s use of Vbas. BRMS will provide the Principle User with a password to access and use Vbas. Principle User will have the ability to add, change or delete Employer Information on Vbas. Principle User will have the sole authority to grant or delete Vbas access privileges to Authorized Users (defined below). Employer is responsible for the designation of the Principle User and shall notify BRMS immediately by written notice should Employer wish to designate a replacement for the Principle User. Employer is solely responsible for the activation and deactivation of access for its Authorized Users.
 - 5.6 **Access to Vbas by Authorized Users.** An individual shall be an “Authorized User” only so long as he/she is an employee, contractor or agent of Employer who has received a valid password from the Principle User.
 - 5.7 **Passwords.** Each Authorized User shall be issued a unique user name and password by the Principle User. Employer agrees and shall cause each Authorized User to agree, that no user name or password will be utilized at any time by any person other than the Authorized User to whom such user name or password was originally assigned. Upon written notice to BRMS, Employer may terminate an Authorized User’s access and substitute a new Authorized User. Employer shall be solely responsible for all activities of its Authorized Users and any party who

accesses Vbas through a password issued to Employer or an Authorized User. Employer agrees to immediately notify BRMS if Employer becomes aware of: (i) any loss or theft of any password, or (ii) any unauthorized use of any password, or (iii) any indication that anyone has or may have entered inaccurate, conflicting or inappropriate information into Vbas.

- 5.8 Electronic Signature. Employer agrees on its own behalf and on behalf of its employees, to adopt as its/their signature an employer identification code and a password, which is to be affixed to or contained in each transmission sent by such party ("Signature"). Employer hereby agrees and authorizes, on its own behalf and on behalf of its Employees, that its/their Signature shall act as its/their formal signature for all internet based transactions among Employer, its employees, BRMS, vendors and any and all third parties. The initial Signature will be provided by BRMS to the Principle User in confidence. While using Vbas, the Principle User and Employer's employees will have the ability to change their Signature at any time. Employer agrees and authorizes, on its own behalf and on behalf of its employees that any Signature of Employer affixed to or contained in any electronic document shall be sufficient to verify that Employer executed such document and authorized the actions contemplated thereby. Such Signature shall be treated in all respects as having the same effect as an original handwritten signature. In each case in this Section, where Employer purports to bind either its Authorized Users or its employees or both, Employer represents and warrants to BRMS that Employer has the express authority to bind such Authorized Users and/or employees and understands that BRMS is expressly relying on such representation as a material inducement to BRMS' willingness to enter into this Agreement.
- 5.9 Employer Information. Employer shall populate Vbas with the accurate and timely information necessary for use of Vbas by Employer and its Authorized Users including, employment, personal and payroll information on employees; contact information on each contracted vendor; benefit packages; and rates, payment, eligibility, contact, broker of record, benefits, coverage, enrollment information on each contracted Plan and employee handbook information (collectively the "Employer Information"). Employer is solely responsible for the accuracy of the Employer Information on Vbas.
- 5.10 Maintenance of Records. During the term of this Agreement, BRMS will maintain electronic records on Vbas pertaining to the use thereof by Employer and its Authorized Users. BRMS will also maintain electronic records of transactions among BRMS, third party vendors, the Employer and Authorized Users using Vbas. It is the responsibility of Employer to download (electronically or on paper) the Employer Information from Vbas prior to the termination of this Agreement. Except as specifically provided in this Section, BRMS will not be responsible for storing copies of the Employer Information for archiving or back-up purposes.
- 5.11 Accessibility of Records. Employer shall have access to all Employer Information available through Vbas during the term of this Agreement. Following termination of an Employee's benefits or of a Plan, BRMS will maintain the relevant electronic records in a manner accessible to Employer on Vbas for twenty-four (24) months following the termination of the subject employee or Plan (provided this Agreement remains in effect for such period).
- 5.12 Security. BRMS will utilize security mechanisms reasonable in its sole discretion to protect the confidentiality and integrity of the Employer Information provided to Vbas.
- 5.13 Right to Change Vbas. BRMS shall have the right in its sole discretion to change Vbas at any time, provided that BRMS shall provide Employer with thirty (30) days notice of any material change to the functionality of Vbas. BRMS is under no obligation to make any changes to Vbas that Employer may request.
- 5.14 Connection to Vbas. Employer, at its own expense, shall provide and maintain the equipment, software, communication lines, services and testing necessary to effectively and reliably transmit and receive documents and information over the Internet to and from Vbas.

- 5.15 **Agreements and Contracts with Vendors.** Employer acknowledges that it and its employees may, through the use of Vbas and otherwise, enter into separate agreements with vendors. The terms of such agreements shall be at the sole discretion of, and enforceable solely against, the parties thereto. BRMS makes no warranties or representations regarding, and shall have no liability with respect to, any coverage, right to coverage, eligibility, claims, enrollment, benefits, premiums, conditions, exclusions or any other terms which may be available or agreed to under any such agreements and/or policies issued by or entered into with such third party vendors.
6. **Fidelity Bond.** BRMS shall obtain a fidelity bond, reasonably satisfactory to Employer, providing protection for the Plan and related Funds against loss by reason of and act of fraud or dishonesty on the part of BRMS, whether directly or through connivance with others, such bond having as a surety thereon a corporate surety company reasonably acceptable to Employer and meeting the requirements of ERISA.
7. **HIPAA Requirements.** With respect to the requirements of HIPAA relative to health benefits, BRMS shall (i) accept a Certificate of Group Health Plan Coverage from Covered Persons and apply the certificate's information to the Covered Person's record; or (ii) upon notification of termination of coverage of a Covered Person by Employer, promptly provide a Certificate of Group Health Plan coverage to the subject person and subsequent certificates, as requested in accordance with the requirements of HIPAA.
8. **Information from Employer.** Employer shall provide the following documents and information to BRMS in order to allow BRMS to perform the Services:
- 8.1 **Information in General.** Throughout the term of this Agreement, Employer shall provide to BRMS, on a timely basis, all information that is requested by BRMS to perform the Services. In performing the Services, BRMS must necessarily rely upon Employer and others to provide BRMS with timely, accurate and complete information as requested by BRMS. BRMS shall not be responsible for any damages, claims or liability of any kind, caused directly or indirectly by the failure of Employer or others to provide such timely, accurate and complete information to BRMS, or by any other circumstance not within BRMS' direct control. Employer is responsible for supervising the production and timely delivery of all requested data and information to BRMS.
- 8.2 **Plan Documents.** Within a reasonable period of time after the Effective Date of this Agreement, Employer shall provide BRMS with copies of all Plan documents. Employer shall provide BRMS with a true copy of any Plan amendment within a reasonable period of time after the effective date of such amendment. All original Plan records and documents shall be maintained by Employer.
- 8.3 **Covered Person Information.** Throughout the term of this Agreement, Employer shall promptly provide to BRMS all information about the Employees and their family members who are Covered Persons under one or more Plans that BRMS may request or need in order for BRMS to perform the Services, including, census data (e.g., name, address, date of birth, date of hire, date of termination of employment, and hours of service), the coverage provided to the Employees and their family under the Plan, the effective date(s) of such coverage as to each such person, and all changes in such information.
- 8.4 **New Covered Person Information.** Within a reasonable period of time after a Covered Person first becomes covered by one or more Plans during the term of this Agreement, Employer shall provide BRMS with written notice of such coverage.
- 8.5 **Changes in Information.** Employer shall promptly notify BRMS of any changes in information previously given or supplied to BRMS, particularly with respect to any change or anticipated change in the Plan or in the Employee census data.
- 8.6 **Plan Modifications.** Employer agrees that it will immediately notify Employees and BRMS of the cancellation or change in coverage of any Plan covering Employees and/or their dependents. Employer agrees to provide BRMS with timely notice of and: (i) change to Plan, (ii) addition of new coverage to Plan, (iii) deletion of coverage from Plan; (iv) additions of new Plan and

(v) cancellation or termination of any Plan (each a “Plan Change”). Employer shall indemnify, defend and hold BRMS harmless; from and against any and all Costs resulting (directly or indirectly) from the untimely notice to BRMS of any Plan Change.

8.7 Additional Information. Throughout the term of this Agreement, Employer shall provide to BRMS such additional information as may be required in the Schedules.

9. Duties of Employer. Employer understands and agrees to perform the following obligations:

9.1 Document Execution and Delivery. Employer shall be responsible for the timely execution and delivery or filing with the applicable public agency of all documents and forms required from the Employer under the Plan or by applicable law. Although BRMS may assist Employer as requested in the preparation of such documents and forms, the decision to prepare and file such documents and forms shall be the sole responsibility of Employer.

9.2 Collection of Plan Contributions. Employer shall collect the contributions (excepting co-pays made at the time medical service is provided), if any, to be made by Employees for coverage according to the terms of the Plan, in such manner as Employer may deem appropriate and shall thereafter transfer required premiums to the Premium Trust Account.

9.3 Premium Trust Account Deposits. Promptly upon receipt of notice from BRMS, Employer shall pay into the Premium Trust Account such amounts as BRMS may request in order to pay insurance premiums payable under the terms of the Plan.

9.4 Enrollment Form Collection. Employer shall be solely responsible for collection of completed enrollment forms of Employees wishing to obtain benefits under the Plan and shall promptly transmit all completed enrollment forms to BRMS.

9.5 Enrollment Supplies. Employer shall prepare or obtain supplies of enrollment forms, enrollment cards, Plan booklets and summary plan descriptions and shall distribute or make available such forms and documents to Employees.

9.6 Eligibility Verification. Employer shall verify the eligibility of any individual enrolling for benefits pursuant to terms of the Plan which verification shall be made on the benefit enrollment form submitted by Employer to BRMS.

9.7 Enrollment Rule Instruction. Employer shall inform BRMS in writing of all enrollment rules and limitations regarding the Plan. Examples of which are eligibility of retirees, domestic partners, coverage dependent limits, waiting periods, coverage effective dates, age banded rates, tier structure and rate change rules.

9.8 Rate Information. Employer shall include on the enrollment forms submitted to BRMS all carriers and the rates of all coverage’s and tier structures that may apply to the enrolling Employee and their dependents. Employer shall notify BRMS within five (5) business days, after receipt of any notification from a carrier of rate changes that affect a Covered Person’s premium payments.

9.9 COBRA Obligations. With respect to the requirements of COBRA relative to mandatory continuation of coverage of health benefits, Employer shall have the following responsibilities:

(a) Employer shall maintain records tracking the loss or reduction of coverage of any Employee covered under the Plan due to any Qualifying Event.

(b) Employer shall, upon loss or reduction of coverage due to a Qualifying Event, immediately notify BRMS of such loss or reduction of coverage specifying the date thereof, the name of the Employee suffering such loss or reduction in coverage, the reason for such loss or reduction, and shall specify the last known mailing address of the Qualified Beneficiaries suffering a loss or reduction of coverage due to the occurrence of a Qualifying Event. It shall be the responsibility of Employer to notify BRMS of the occurrence of a Qualifying Event

within fourteen (14) days after notice to Employer of the occurrence of such Qualifying Event.

- (c) Employer agrees that BRMS shall not be responsible for any losses incurred by Employer due to the violation of the provisions of COBRA if such violations were occasioned by Employer's failure to abide by the terms and conditions of this Agreement.
- (d) Employer shall be solely responsible for completion of the enrollment forms of Employees wishing to obtain benefits under COBRA by participation therein and shall transmit any enrollments from Employees with respect to details and shall advise BRMS promptly as to any enrollments for COBRA benefits made directly to Employer.
- (e) Employer shall verify the eligibility of any Employee enrolling for COBRA benefits pursuant to terms of the Plan which verification shall be made on the benefit enrollment form supplied and submitted by Employer.
- (f) Employer shall instruct BRMS in writing of all enrollment rules and limitations regarding all plans in which Employees may elect to enroll for COBRA benefits. Examples of which are eligibility of retirees, domestic partners, overage dependent limits, waiting periods, coverage effective dates, age banded rates, tier structure and rate change rules.

9.10 BRMS Not Plan Sponsor. BRMS is not and will not be treated as the sponsor or plan administrator of any of the Plans. BRMS is not a provider of health care services or benefits. BRMS shall have no responsibility or liability to any person for (i) any funding of any Plan benefits, (ii) the payment of any premiums or costs for Plan benefits provided by a third party (e.g., an insurance company or an HMO), (iii) providing any Plan benefits to any person, or (iv) the nature or quality of the benefits or services provided by third parties to Employer or any Covered Person.

9.11 Instruction Request. BRMS may, by written request, seek instructions from Employer on any matter related to the interpretation of a Plan or the benefits thereunder, and may await the written instructions from Employer without incurring any liability under this Agreement whatsoever. If at any time Employer should fail to give directions to BRMS in a timely manner, BRMS may act or refrain from acting, and shall be protected in acting or refraining from acting without such directions, as BRMS deems in good faith to be appropriate and advisable under the circumstances.

9.12 Business Associate Agreement. Concurrently with the execution hereof, Employer agrees to execute the Business Associate Agreement attached hereto as Exhibit B.

9.13 Dispute Resolution. If any dispute arises between Employer and any other person, including, without limitation, any Qualified Beneficiary, with respect to the interpretation of the Plan or the benefits thereunder, then BRMS shall not be obligated to take any other action in connection with the matter involved in the controversy until such time as the controversy is resolved. In addition, BRMS may deposit any cash or other property related to the controversy in an interpleader action with the court of jurisdiction under applicable law.

10. Banking Arrangements.

10.1 General Requirements. In the event any of the Services involve the handling by BRMS of Funds, BRMS shall segregate such Funds from BRMS' own funds. If BRMS is unable to make any payment to any third party from such Funds due to the failure of Employer to provide adequate Funds to BRMS in a timely manner, then (i) BRMS shall not be responsible to any person for the failure to make such payment in a timely manner and (ii) such payment shall be required of BRMS no earlier than three (3) business days after the receipt of adequate and available Funds from Employer. Employer covenants not to deliver to BRMS any Plan assets that must be held in trust, it being specifically understood that BRMS has no responsibility whatsoever for the

establishment, maintenance or administration of any trust and that BRMS is not a trustee or fiduciary with respect to any Plan assets.

- 10.2 **Application of Insufficient Funds.** If at any time contributions to the Plan made pursuant to any Premium Trust Account policy shall not be sufficient to meet the obligations of the Plan with regard to premiums payable and expenses payable according to the terms of the Plan, and if Employer has not notified BRMS in writing that the Plan is to terminate on or before such date, BRMS shall apply the Premium Trust Accounts in its charge as follows:
- (a) First, to the payment of fees and expenses incurred by BRMS in provision of the Services; and
 - (b) Second, to the payment of premiums payable and administrative fees prior to the due date of any unpaid contributions.
- 10.3 **Plan Termination.** In the event of termination of the Plan due to unpaid contributions, BRMS will provide notification to the Covered Persons of the occurrence of such termination and the priority as to disbursement of remaining available Premium Trust Accounts.
11. **Debit Card ACH Agreement.** Debit Card ACH Agreement means the required funds transfer agreement (provided in Exhibit D) which must be signed by the Employer utilizing the Evolution Benefits Program (debit card services provider). Automated Clearing House (ACH) is a secure nationwide electronic funds transfer network which enables participating financial institutions to distribute electronic credit and debit entries to bank accounts and to settle such entries.
12. **Confidential Information.** All confidential records, files, documents and the like relating to the Plan provided to BRMS by Employer shall be and remain the sole property of Employer and shall not be disclosed to third parties except as authorized in this Agreement, as otherwise authorized by Employer, or pursuant to the direction or order of a governmental agency or a court.
13. **No Legal Services.** Employer acknowledges that BRMS is not authorized to engage in the practice of law and that BRMS will not provide legal services to Employer or any other person. Employer shall not rely upon BRMS in any way for any legal opinions or legal documents that Employer or any Plan fiduciary may require. Whenever a legal issue arises in the course of the work to be performed under this Agreement, Employer shall obtain such legal counsel as may be necessary to resolve the issue. Employer shall notify BRMS of the resolution and BRMS shall be entitled to rely upon that decision in performing its services for Employer.
14. **Advice and Recommendations.** Although BRMS may from time to time call to Employer's attention and/or make recommendations regarding potential or actual problems with respect to the operation and administration of the Plan, Employer understands and agrees that such advice and recommendations are a matter of accommodation only and that BRMS has no duty to give such advice, make such recommendations, or otherwise to question any actions or decisions of Employer, the sponsoring employer, any Plan fiduciary, or any of their respective agents or employees.
15. **Not a Fiduciary.** Employer understands and agrees that BRMS is not the plan sponsor, plan administrator or plan fiduciary under ERISA for the Plan and that BRMS does not act in any fiduciary capacity with respect to the Plan. BRMS acts in an administrative support capacity only. BRMS shall not have any discretionary responsibilities in the administration of the Plan. BRMS shall not be responsible for reporting and disclosure compliance under ERISA. Employer will make certain that the sponsoring employer, all Plan fiduciaries, and the participants understand BRMS' nonfiduciary status as well. Employer and each Plan fiduciary shall retain his, her, its or their full authority, discretion and responsibility for the operation of the Plan with respect to which BRMS is providing the Services. Employer's decision as to any Claim under the Plan shall be final and binding. Employer represents and warrants that it is the employer, plan sponsor, plan administrator and plan fiduciary under ERISA for the Plan. Employer is solely responsible for state and federal disclosure and reporting requests in connection

with its activities under this Agreement. Employer agrees to maintain Plan in full compliance with all applicable laws and regulations.

16. **Payment of Fees.**

16.1 **Amount.** In consideration for the Services performed by BRMS under this Agreement, Employer shall pay to BRMS the fees and expenses set forth in Exhibit A to this Agreement and/or the applicable Schedule. BRMS shall provide Employer with a monthly invoice of the amount due to BRMS for Services and any direct expenses incurred in performance of the Services. All fees are due within thirty (30) days after the invoice date.

16.2 **Additional Service Fees.** Employer will pay BRMS its then applicable hourly rates for any Services performed for Employer by BRMS that are not included in this Agreement or any Schedule. As of the Effective Date, the hourly rate for additional Services is seventy-five dollars (\$75) and the hourly rate for programming or custom reports is one hundred twenty-five dollars (\$125). BRMS reserves the right to change the hourly rate at any time without advance notice to Employer. Employer shall pay BRMS its fees for any reprocessing of work, or if the unusual amount of time is spent by BRMS in performing the Services, as a result of circumstances beyond BRMS' reasonable control.

16.3 **Due Date.** All fees and charges shall be due when invoiced and will be considered in default if not paid within thirty (30) days after the invoice date. Unpaid fees and charges will bear a service charge equal to the greatest of five percent (5%) of the amount billed or twenty-five dollars (\$25). BRMS' obligation to provide the Services is expressly conditioned upon timely payment of its fees by Employer.

16.4 **Payment of Fees from Employer's General Assets.** Employer agrees and affirmatively represents that all fees paid for Services performed under this Agreement will be paid from the Employer's general assets. In no event shall fees be paid from the Plan assets.

16.5 **Multi Year Contract Agreements-Charge for Early Termination.** Employer reserves the right to terminate the contract at any time in compliance with Section 18. Employer and BRMS understand and affirm that while BRMS bills its fee ratably over twelve months, it does not incur costs or render services ratably over that same period. Rather BRMS incurs disproportionately more costs and renders disproportionately more services in connection with implementation and other annual events. BRMS further incurs substantial additional costs in connection with early termination and transition. Employer and BRMS have negotiated a lower rate in connection with a multi-year Agreement than BRMS would accept for a shorter term. In consideration of the disproportionate cost and burden to BRMS in connection with termination prior to the Agreement term, Employer shall also be obligated to reimburse any and all discounts negotiated in connection with the multi-year agreement.

Employer and BRMS agree and affirm that this Charge is reasonable compensation for services performed and for losses incurred in the event of early termination and is not a penalty. BRMS will calculate this charge and provide an invoice no later than sixty (60) days after receipt of notice of termination. Payment will be due in accordance with Section 16.3.

17. **Term.** The term of this Agreement shall commence on the Effective Date and continue until terminated in accordance with Section 18. Updated fees may be assessed at plan renewal and will be delivered to the Employer by the generation of a new Exhibit A.

18. **Termination.**

18.1 **Manner of Termination.** This Agreement or any Schedule may be terminated in the following manner:

(a) By Employer, by delivering at least ninety (90) days prior written notice of termination to BRMS and paying BRMS all fees owed through the effective date of termination;

- (b) By BRMS, by delivering at least ninety (90) days prior written notice of termination to Employer;
 - (c) By BRMS, by delivering written notice to Employer, in the event Employer fails to provide Funds necessary for the performance of BRMS' Claims administration responsibilities under this Agreement;
 - (d) By either party, by delivering, at least thirty (30) days written notice of the other's breach of a material obligation under this Agreement, provided that such breach is not cured within such thirty (30) day notice period; or
 - (e) Automatically, upon the voluntary or involuntary bankruptcy or dissolution of either party.
- 18.2 **Allocation of Assets.** Within sixty (60) days after termination, BRMS shall deliver to its successor or such other person or entity as may be designated by Employer such Funds of the Plan which remain in the possession of BRMS, if any, at which time BRMS shall be relieved of any obligation to make further payments under the Plan for Claims or otherwise.
- 18.3 **Final Accounting.** Within the sixty (60) days after the effective date of termination, BRMS shall deliver a final accounting to Employer which shall include an accounting of receipts, disbursements and other transactions of BRMS regarding the Plan.
- 18.4 **File Delivery on Termination.** Upon termination of this Agreement, BRMS shall deliver all eligibility files to Employer. Employer shall: (i) pay the costs of shipment of such eligibility files to Employer; and (ii) store such files in accordance with applicable laws and regulations. Employer further agrees to return to BRMS, upon request, any eligibility file that may relate to any lawsuit or proceeding involving BRMS relating to BRMS' activities as third-party administrator provided pursuant to the authority set forth in this Agreement.
- 18.5 **Conclusion of Obligations.** All obligations of BRMS under this Agreement (excepting those specifically referenced in this Section 18), including the responsibility for communicating eligibility and disbursements of premiums, will be terminated and extinguished upon the date of termination of this Agreement.
- 18.6 **Notification of Termination.** In the event of termination of this Agreement by either party Employer shall immediately notify all of the Covered Persons that this Agreement has been terminated.
- 18.7 **Multi Year Contract Termination.** For any contract with a contract period longer than twelve (12) months, a termination by the Employer prior to the expiration of the contract period shall result in additional Charges for Early Termination to the Employer, pursuant to Section 16.5 herein.
19. **Liability Limitation.** Employer agrees that, except to the extent caused by BRMS' gross negligence or willful misconduct, BRMS shall not be responsible for any damage, loss, demand, benefit, liability, payment, tax, penalty, cost or fee (including, all costs and fees of litigation and its threat, including attorneys' fees), of any nature whatsoever (collectively, "Costs"), arising from or related to claims, allegations or actions (each an "Action") pertaining to (i) the Plan, (ii) any of the Services, (iii) any refusal by BRMS to provide Services due to Employer's failure to perform any of Employer's obligations under this Agreement; or (iv) any Employer Information posted to Vbas.
20. **Employer Indemnity.** Employer agrees to indemnify, defend and hold harmless BRMS, its shareholders, directors, officers, employees, agents and subcontractors from and against any and all Costs arising from or related to any and all third party Actions regarding: (i) the action or inaction of Employer in connection with this Agreement (ii) the provision of the Services by BRMS, except to the extent the Action pertains directly to BRMS' active negligence or willful misconduct; (iii) attempts to recover benefits alleged to be payable under the terms of the Plan, except to the extent the Action pertains to BRMS' active negligence or willful misconduct; (iv) any Employer Information posted to Vbas; (v) any breach of this Agreement by

an Authorized User of Vbas. In furtherance of this indemnity obligation, Employer agrees that BRMS shall select, at its sole discretion, counsel of its choice to represent BRMS in connection with such Actions and to promptly reimburse BRMS in full for any and all such Costs submitted by BRMS, regardless of whether or not the Action is pending or has been adjudicated, settled or resolved, and regardless of any determination of fault. If Employer claims BRMS was actively negligent or engaged in willful misconduct, Employer must still indemnify BRMS and pay all Costs relating to BRMS's defense of the Action, with a preservation of its own claims under a reservation of rights to be determined only subsequent to the resolution of the underlying Action.

21. **BRMS Indemnity.** BRMS agrees to indemnify, defend and hold harmless Employer from and against any and all Costs actually incurred by Employer in connection with any party Action only to the extent directly attributable to BRMS' gross negligence or willful misconduct in performing the Services and subject to the provisions of Section 25.
22. **Insurance Requirements.** BRMS shall provide and keep in force during the term of this Agreement, at its own expense:

<u>Insurance Type</u>	<u>Coverage</u>
Workers' Compensation	Compliance with California Requirements
General Liability	\$1,000,000/Per Occurrence; \$2,000,000/General Aggregate
Errors and Omissions	\$3,000,000 Each Claim/Aggregate
Comprehensive Crime	\$1,000,000/Employee Dishonesty

23. **No Underwriting by BRMS.** Employer expressly agrees and understands that BRMS does not insure or underwrite the liability of Employer under any Plan. BRMS verifies the eligibility of an individual for benefits under the Plan only and in no event guarantees payment of benefits. Employer retains sole responsibility for payment of all Claims made under the Plan and all expenses and fees incurred incident thereto.
24. **Agency Authority.** Employer hereby grants to BRMS, on Employer's own behalf and on behalf of its employees, the authority to act as their limited agent (solely as provided herein) and to contact, interact with and transact business with vendors, brokers of record and contracted consultants of Employer through Vbas or otherwise. This authorization includes, but is not limited to, the release of file specifications, eligibility data and premium information.
25. **General Provisions.**
- 25.1 **Notice.** All notices provided for hereunder shall be in writing and shall be deemed to be given (i) upon receipt after being sent by overnight courier which issues a receipt, charges pre-paid, (ii) upon the date indicated in the return receipt when sent by United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid, or (iii) upon receipt, by commercial express document delivery service which issues an individual delivery receipt, in each case to the address set forth on the Summary. The parties hereto may change their notice address or add additional addresses for the giving of notice by giving notice of such changed or additional addresses to the other party hereto in the manner set forth herein.
- 25.2 **Limitations on Actions.** Notwithstanding any applicable law that may provide for a longer period of time, no action, regardless of its form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of action has arisen or, if the action involves nonpayment, more than two (2) years after the date of the last payments.
- 25.3 **No Third Party Beneficiaries.** Nothing in this Agreement is intended, nor shall be construed, to create any rights by or on behalf of any person who is not a party to this Agreement.
- 25.4 **Force Majeure.** Excepting Employer's payment obligations hereunder, neither party shall be liable for failure to perform any of its obligations under this Agreement to the extent that such failure is caused by circumstances beyond such party's reasonable control, including acts of God,

civil disturbances, natural disasters, actions or decrees of governmental bodies. Upon the occurrence of any such event, the affected party promptly shall give notice to the other party and shall use reasonable efforts to resume performance.

- 25.5 Governing Law and Arbitration. Any dispute or claim arising out of or relating to this Agreement, in the interpretation, performance, breach or termination thereof, shall be finally settled by binding arbitration in Sacramento County, California, under the rules of the American Arbitration Association by one (1) arbitrator appointed in accordance with such rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall apply California law to the merits of any dispute or claim, without reference to rules of conflict of law. Nothing in this Section 25.5 shall prevent or delay either party from applying to any court of competent jurisdiction for temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, and such action shall not serve as an abridgement of the powers of the arbitrator provided, that the arbitrator shall have the authority to determine whether such temporary restraining order, preliminary injunction, or other interim or conservatory relief shall continued or terminated. The parties shall share the costs of the arbitration, including the arbitrator's fee, equally. Each party shall bear the cost of its own attorney's fees and expert witness fees. Each party consents to the personal jurisdiction and venue of the state and federal courts located in Sacramento County for the enforcement of any arbitrator's award.
- 25.6 Severability. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision. The provisions of this Agreement are severable and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions hereof shall not in any way be affected or impaired thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law or applicable court decisions.
- 25.7 Waiver. A waiver of a breach of any term of this Agreement must be in writing and shall not be construed as a waiver of any succeeding breach of that term or as a waiver of the term itself. A party's performance after the other's breach shall not be construed as a waiver of that breach.
- 25.8 Assignment. Neither party shall assign this Agreement or any rights hereunder, by law or otherwise, without the other party's prior written consent. Notwithstanding the foregoing, BRMS may assign or transfer this Agreement in whole or in part without the prior written consent of Employer in connection with (i) a financing of BRMS or any of its assets, (ii) a merger of BRMS with a third party, (iii) the sale of all or any part of the outstanding capital stock of BRMS, (iv) the sale of all or substantially all of BRMS' assets or those assets of BRMS related to this Agreement. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement or relevant provisions shall be binding upon, and inure to the benefit of, the successors, representatives, administrators and assigns of the parties hereto. All purported assignments or transfers in violation of this Section shall be null and void. For avoidance of doubt, BRMS may subcontract any or all of the services required hereunder to any of BRMS' affiliates and subsidiaries, contracted providers, and approved vendors without the written consent of Employer.
- 25.9 Headings/Interpretation. Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement. Where the context provides, the singular shall include the plural and terms shall be interpreted as gender neutral. The word "including" shall be read as "including without limitation". When a reference is made in this Agreement to an Article or a Section or Schedule, such reference shall be to a Section of, or Schedule to this Agreement unless otherwise indicated.

- 25.10 Consents. Wherever this Agreement requires either party's approval, consent or satisfaction, such approval, consent or satisfaction may not be unreasonably or arbitrarily withheld, conditioned or delayed.
- 25.11 Independent Contractors. BRMS is an independent contractor, and no partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Except as expressly set forth herein in connection with the Services, BRMS has no authority to contract for or bind Employer in any manner whatsoever. This Agreement confers no rights upon either party except those rights expressly granted herein. Each party assumes full responsibility for its actions and the actions of its personnel in rendering performance pursuant to this Agreement.
- 25.12 Entire Agreement. This Agreement including the Schedules hereto sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and any and all previous agreements, representations or understandings, whether oral or written, which are inconsistent with or additional to any of the various terms and conditions of this Agreement are hereby canceled, rendered null and void and superseded in their entirety. No agreement or understanding to modify this Agreement shall be binding upon a party unless agreed to in writing by an authorized representative of such party.
- 25.13 Counterparts. This Agreement may be executed in counterparts with the same force and effect as if each of the signatories had executed the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both parties named below have duly executed or caused to be executed a counterpart of this Agreement.
- 25.14 Survival. The following provisions shall survive the expiration or termination of this Agreement for any reason: Sections 18.3, 18.5, 18.6, 21, and 25.
- 25.15 Costs, Expenses and Attorneys' Fees. In the event either party takes any action to enforce any of the terms and conditions hereof, the unsuccessful party to such action shall pay to the successful party all costs and expenses, including reasonable attorneys' fees incurred by the successful party in the defense and resolution of such action.
- 25.16 Authority. Each party represents and warrants to the other that the person executing this Agreement on its behalf does so with full corporate authority and as the expressly authorized agent of such party.

EXHIBIT A – Self Funded Plan Administration
BRMS Fee Schedule for Anaheim Union High School District
Effective: January 1, 2018 – December 31, 2020

Claims Administration Services		Fee	Billed To:	
			Employer	Broker
<input checked="" type="checkbox"/>	Claims Administration Implementation	\$10,000.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Annual Claims Plan Renewal	\$1,000.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Medical Claims Administration	\$17.46 PEPM	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Rx Integration	Included in Claims Admin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Stop Loss Coordination	Included in Claims Admin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Run In/Out Claims Administration		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Claims Reprocessing Fee - Including but not limited to deductible credits and late plan changes		<input type="checkbox"/>	<input type="checkbox"/>

Network Access		Fee	Billed To:	
			Employer	Broker
<input checked="" type="checkbox"/>	2018 Anthem TPA Transition Fee	\$5,000.00 Paid by BRMS	NA	NA
<input checked="" type="checkbox"/>	Anthem JAA PPO – California	\$20.01 PEPM	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Anthem JAA PPO – Out of State	\$19.11 PEPM	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	BRMS Out of Network Savings Program	30% of Savings	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Managed Care		Fee	Billed To:	
			Employer	Broker
<input checked="" type="checkbox"/>	BRMS Medical Management/Utilization Review – Supplemental services provided by the Primary PPO if applicable	Included in Claims Admin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Large Case & Disease Management	\$125.00 Per Hour	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Individual Claims Negotiation	30% of Savings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Subrogation & Recovery	33% of Savings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Retro Authorizations	\$15.00 Per Claim	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Physician Peer Review	At Cost	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	BRMS 24 Hour Nurse Line	Included in Claims Admin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Anthem Live Health Online	Included in Anthem Network Access	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Additional Plan Administration		Fee	Billed To:	
			Employer	Broker
<input checked="" type="checkbox"/>	Consolidated Billing & Reconciliation	Included in Claims Admin for SF Lines of Coverage Only	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Dedicated 800 Customer Support Number	Included in Claims Admin	<input checked="" type="checkbox"/>	<input type="checkbox"/>

<input checked="" type="checkbox"/>	Initial 2018 Plan Year ID Cards	Included in Claims Admin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Ongoing/ Maintenance ID Cards	\$1.50 Per Card, Plus Postage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Adhoc Reporting (Customized Reporting)	\$125.00 Per Hour	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Medicare Part D Notices	\$1.00 Per Notice, Plus Postage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Summary Plan Document (SPD) Creation	\$1,500.00 Per Document	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Summary Plan Document (SPD) Amendment	\$150.00 Per Amendment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Summary of Benefits (SBC) Creation	\$500.00 Per Document	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Fulfillment	At Cost, Plus Postage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Additional Programming (Outside Normal Scope)	\$125.00 Per Hour	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Meeting Participation (Per BRMS Participant)	\$150.00 Per Day	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Vbas – Benefit Administration System		Fee	Billed To:	
			Employer	Broker
<input checked="" type="checkbox"/>	Standard Vbas Access - Includes: Online Eligibility System, Employer/Employee Access, EDI Carrier Data Transfer, Online/Open Enrollment Module, Reporting, Implementation & Employer Training	Included in Claims Admin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Vbas Custom Programming	\$125.00 Per Hour	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	HR/Payroll Data Exchange – Service is TBD by client	\$0.50 PEPM	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	New Hire Fulfillment		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Overage Dependent Administration		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Paper Enrollment & Manual Data Entry		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Evidence of Insurability Coordination & Processing		<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Akunaware Total Rewards Statements		<input type="checkbox"/>	<input type="checkbox"/>

COBRA Administration		Fee	Billed To:	
			Employer	Broker
<input checked="" type="checkbox"/>	COBRA Implementation	Waived	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	COBRA Annual Renewal	\$250.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	COBRA/HIPAA Administration - 2% Admin fee is added to the COBRA premium and paid by the COBRA participants to BRMS	Included in Claims Admin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	COBRA Monthly Minimum	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	COBRA Packets (Open Enrollment)	\$15.00 Per Packet, Plus Postage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	COBRA Initial Notices	Included in Cobra Admin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Qualifying Event Notices	Included in Cobra Admin	<input checked="" type="checkbox"/>	<input type="checkbox"/>

BRMS has the right to adjust the dollar amounts above at any time upon a thirty (30) day notice in the event that the Plan is amended or the composition of the group of individuals covered under the Plan is changed in a material way; or, if the cost of operation is increased solely by virtue of a change in charges to the BRMS by a governmental unit or a third party vendor. Such adjustment shall be limited to the amount of increased cost incurred by BRMS due to any of the above listed changes that affect any of the listed charges on this exhibit.

If the Employer designated Broker agrees to pay for services outlined within the Exhibit A on behalf of stated Employer; should the Employer terminate its' Broker of Record with stated Broker, Employer will be responsible for the payment of all service fees.

IN WITNESSETH WHEREOF, the parties hereto have caused this Agreement to be executed, under seal, on their behalf by their officers or duly authorized representatives, as of the day and year first above written.

Anaheim Union High School District
Date: 9/27/17
By: Jennifer Root
Printed Name: Jennifer Root
Title: Assistant Superintendent, Business
Address: 501 N Crescent Way
Anaheim, CA 92801

BENEFIT & RISK MANAGEMENT SERVICES, INC.
Date: _____
By: _____
Printed Name: Matthew Schafer
Title: Chief Executive Officer
Address: 80 Iron Point Circle, Suite 200
Folsom, California 95630

Exhibit B - HIPAA Business Associate Agreement

1. PREAMBLE

Anaheim Union High School District ("Covered Entity") and Benefit & Risk Management Services ("Business Associate") (jointly "the Parties") wish to modify the HIPAA Business Associate Agreement ("Agreement") to incorporate the terms of this Addendum to comply with the requirements of: (i) the implementing regulations at 45 C.F.R Parts 160, 162, and 164 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (*i.e.*, the HIPAA Privacy, Security, Electronic Transaction, Breach Notification, and Enforcement Rules ("the Implementing Regulations")), (ii) the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") that are applicable to business associates, and (iii) the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules as issued on January 25, 2013 and effective March 26, 2013 (75 Fed. Reg. 5566 (Jan. 25, 2013) ("the Final Regulations"). The Implementing Regulations, the HITECH Act, and the Final Regulations are collectively referred to in this Addendum as "the HIPAA Requirements."

Covered Entity and Business Associate agree to incorporate into this Addendum any regulations issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HIPAA Requirements that relate to the obligations of business associates and that are required to be (or should be) reflected in a business associate agreement. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Requirements and that it has direct liability for any violations of the HIPAA Requirements.

2. DEFINITIONS

- (a) "*Breach*" shall mean, as defined in 45 C.F.R. § 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information.
- (b) "*Business Associate Subcontractor*" shall mean, as defined in 45 C.F.R. § 160.103, any entity (including an agent) that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate.
- (c) "*Electronic PHI*" shall mean, as defined in 45 C.F.R. § 160.103, Protected Health Information that is transmitted or maintained in any Electronic Media.
- (d) "*Limited Data Set*" shall mean, as defined in 45 C.F.R. § 164.514(e), Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers, or household members of the individual:
 - (i) Names;
 - (ii) Postal address information, other than town or city, State, and zip code;
 - (iii) Telephone numbers;
 - (iv) Fax numbers;
 - (v) Electronic mail addresses;
 - (vi) Social security numbers;
 - (vii) Medical record numbers;
 - (viii) Health plan beneficiary numbers;

- (ix) Account numbers;
 - (x) Certificate/license numbers;
 - (xi) Vehicle identifiers and serial numbers, including license plate numbers;
 - (xii) Device identifiers and serial numbers;
 - (xiii) Web Universal Resource Locators (URLs);
 - (xiv) Internet Protocol (IP) address numbers;
 - (xv) Biometric identifiers, including finger and voice prints; and
 - (xvi) Full face photographic images and any comparable images.
- (e) *“Protected Health Information”* or *“PHI”* shall mean, as defined in 45 C.F.R. § 160.103, information created or received by a Health Care Provider, Health Plan, employer, or Health Care Clearinghouse, that: (i) relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to the individual, or the past, present, or future payment for provision of health care to the individual; (ii) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual; and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium. The use of the term *“Protected Health Information”* or *“PHI”* in this Addendum shall mean both Electronic PHI and non-Electronic PHI, unless another meaning is clearly specified.
- (f) *“Security Incident”* shall mean, as defined in 45 C.F.R. § 164.304, the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- (g) *“Unsecured Protected Health Information”* shall mean, as defined in 45 C.F.R. § 164.402, Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by DHHS.
- (h) All other capitalized terms used in this Addendum shall have the meanings set forth in the applicable definitions under the HIPAA Requirements.

3. **GENERAL TERMS**

- (a) In the event of an inconsistency between the provisions of this Addendum and a mandatory term of the HIPAA Requirements (as these terms may be expressly amended from time to time by the DHHS or as a result of interpretations by DHHS, a court, or another regulatory agency with authority over the Parties), the interpretation of DHHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.
- (b) Where provisions of this Addendum are different from those mandated by the HIPAA Requirements, but are nonetheless permitted by the HIPAA Requirements, the provisions of this Addendum shall control.
- (c) Except as expressly provided in the HIPAA Requirements or this Addendum, this Addendum does not create any rights in third parties.

4. **SPECIFIC REQUIREMENTS**

- (a) Flow-Down of Obligations to Business Associate Subcontractors. Business Associate agrees that as required by the HIPAA Requirements, Business Associate will enter into a written agreement with all Business Associate Subcontractors that: (i) requires them to comply with the Privacy and Security Rule provisions of this Addendum in the same manner as required of Business Associate, and (ii) notifies such Business Associate Subcontractors that they will incur liability under the HIPAA Requirements for non-compliance with such provisions. Accordingly, Business Associate shall ensure that all Business Associate Subcontractors agree in writing to the same privacy and security restrictions, conditions and requirements that apply to Business Associate with respect to PHI.
- (b) Privacy of Protected Health Information
- (i) *Permitted Uses and Disclosures of PHI.* Business Associate agrees to create, receive, use, disclose, maintain or transmit PHI only in a manner that is consistent with this Addendum or the HIPAA Requirements and only in connection with providing the services to Covered Entity identified in the Agreement. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, will be permitted to use and disclose PHI for "Treatment, Payment, and Health Care Operations," as those terms are defined in the HIPAA Requirements. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entity's obligations under the Privacy Rule (Subpart E of 45 C.F.R. Part 164), it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.
- (1) Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this Addendum, including reporting Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and required by Section 4(e)(ii) below.
- (2) Business Associate shall establish, implement and maintain appropriate safeguards, and comply with the Security Standards (Subpart C of 45 C.F.R. Part 164) with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this Addendum.
- (ii) *Business Associate Obligations.* As permitted by the HIPAA Requirements, Business Associate also may use or disclose PHI received by the Business Associate in its capacity as a Business Associate to the Covered Entity for Business Associate's own operations if:
- (1) the use relates to: (1) the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate, or (2) data aggregation services relating to the health care operations of the Covered Entity; or
- (2) the disclosure of information received in such capacity will be made in connection with a function, responsibility, or services to be performed by the Business Associate, and such disclosure is required by law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and the person agrees to notify the Business Associate of any breaches of confidentiality.
- (iii) *Minimum Necessary Standard and Creation of Limited Data Set.* Business Associate's use, disclosure, or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities as specified in the Agreement and

this Addendum, Business Associate agrees to use, disclose, or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure, or request.

(iv) *Access.* In accordance with 45 C.F.R. § 164.524 of the HIPAA Requirements, Business Associate will make available to the Covered Entity (or as directed by the Covered Entity, to those individuals who are the subject of the PHI (or their designees)), their PHI in the Designated Record Set. Business Associate shall make such information available in an electronic format where directed by the Covered Entity.

(v) *Disclosure Accounting.* Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C.F.R. § 164.528 of the HIPAA Requirements by making such information available to the Covered Entity or (at the direction of the Covered Entity) making such information available directly to the individual.

Business Associate is not required to record disclosure information or otherwise account for disclosures of PHI that this Addendum or the Agreement in writing permits or requires: (i) for the purpose of payment activities or health care operations (except where such recording or accounting is required by the HITECH Act, and as of the effective dates for this provision of the HITECH Act), (ii) to the individual who is the subject of the PHI disclosed, or to that individual's personal representative; (iii) to persons involved in that individual's health care or payment for health care; (iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes, (vi) to law enforcement officials or correctional institutions regarding inmates; (vii) pursuant to an authorization; (viii) for disclosures of certain PHI made as part of a limited data set; and (ix) for certain incidental disclosures that may occur where reasonable safeguards have been implemented.

(vi) *Amendment.* Business Associate shall make PHI in a Designated Record Set available for amendment and, as directed by the Covered Entity, incorporate any amendment to PHI in accordance with 45 C.F.R. § 164.526 of the HIPAA Requirements.

(vii) *Right to Request Restrictions on the Disclosure of PHI and Confidential Communications.* If an individual submits a Request for Restriction or Request for Confidential Communications to the Business Associate, Business Associate and Covered Entity agree that Business Associate, on behalf of Covered Entity, will evaluate and respond to these requests according to Business Associate's own procedures for such requests.

(viii) *Return or Destruction of PHI.* Upon the termination or expiration of the Agreement or this Addendum, Business Associate agrees to return the PHI to Covered Entity, destroy the PHI (and retain no copies), or if Business Associate determines that return or destruction of the PHI is not feasible, (a) continue to extend the protections of this Addendum and of the HIPAA Requirements to the PHI, and (b) limit any further uses and disclosures of the PHI to the purpose making return or destruction infeasible.

(ix) *Availability of Books and Records.* Business Associate shall make available to DHHS or its agents the Business Associate's internal practices, books, and records relating to the use and disclosure of PHI in connection with this Addendum.

- (x) *Termination for Breach.*
 - (1) Business Associate agrees that Covered Entity shall have the right to terminate this Addendum or seek other remedies if Business Associate violates a material term of this Addendum.
 - (2) Covered Entity agrees that Business Associate shall have the right to terminate this Addendum or seek other remedies if Covered Entity violates a material term of this Addendum.

(c) Information and Security Standards

- (i) Business Associate will develop, document, implement, maintain, and use appropriate Administrative, Technical, and Physical Safeguards to preserve the Integrity, Confidentiality, and Availability of, and to prevent non-permitted use or disclosure of, Electronic PHI created or received for or from the Covered Entity.
- (ii) Business Associate agrees that with respect to Electronic PHI, these Safeguards, at a minimum, shall meet the requirements of the HIPAA Security Standards applicable to Business Associate.
- (iii) More specifically, to comply with the HIPAA Security Standards for Electronic PHI, Business Associate agrees that it shall:
 - (1) Implement Administrative, Physical, and Technical Safeguards consistent with (and as required by) the HIPAA Security Standards that reasonably protect the Confidentiality, Integrity, and Availability of Electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall develop and implement policies and procedures that meet the documentation requirements as required by the HIPAA Requirements;
 - (2) As also provided for in Section 4(a) above, ensure that any Business Associate Subcontractor agrees to implement reasonable and appropriate safeguards to protect the Electronic PHI;
 - (3) Report to Covered Entity any unauthorized access, use, disclosure, modification, or destruction of PHI (including Electronic PHI) not permitted by this Addendum, applicable law, or permitted by Covered Entity in writing ("Successful Security Incidents" or Breaches) of which Business Associate becomes aware. Business Associate shall report such Successful Security Incidents or Breaches to Covered Entity as specified in Section 4(e)(iii)(1);
 - (4) For Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses) (hereinafter "Unsuccessful Security Incidents"), aggregate the data and, upon the Covered Entity's written request, report to the Covered Entity in accordance with the reporting requirements identified in Section 4(e)(iii)(2);

- (5) Take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from any unauthorized access, use, disclosure, modification, or destruction of PHI;
- (6) Permit termination of this Addendum if the Covered Entity determines that Business Associate has violated a material term of this Addendum with respect to Business Associate's security obligations and Business Associate is unable to cure the violation; and
- (7) Upon Covered Entity's request, provide Covered Entity with access to and copies of documentation regarding Business Associate's safeguards for PHI and Electronic PHI.

(d) Compliance with HIPAA Transaction Standards

- (i) *Application of HIPAA Transaction Standards.* Business Associate will conduct Standard Transactions consistent with 45 C.F.R. Part 162 for or on behalf of the Covered Entity to the extent such Standard Transactions are required in the course of Business Associate's performing services under the Agreement and this Addendum for the Covered Entity. As provided for in Section 4(a) above, Business Associate will require any Business Associate Subcontractor involved with the conduct of such Standard Transactions to comply with each applicable requirement of 45 C.F.R. Part 162. Further, Business Associate will not enter into, or permit its Subcontractors to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of the Covered Entity that:
 - (1) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
 - (2) Adds any data element or segment to the maximum defined data set;
 - (3) Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
 - (4) Changes the meaning or intent of the Standard Transaction's implementation specification.
- (ii) *Specific Communications.* Business Associate, Plan Sponsor and Covered Entity recognize and agree that communications between the parties that are required to meet the Standards for Electronic Transactions will meet the Standards set by that regulation. Communications between Plan Sponsor and Business Associate, or between Plan Sponsor and the Covered Entity, do not need to comply with the HIPAA Standards for Electronic Transactions. Accordingly, unless agreed otherwise by the Parties in writing, all communications (if any) for purposes of "Enrollment" as that term is defined in 45 C.F.R. Part 162, Subpart O or for "Health Covered Entity Premium Payment Data," as that term is defined in 45 C.F.R. Part 162, Subpart Q, shall be conducted between the Plan Sponsor and either Business Associate or the Covered Entity. For all such communications (and any other communications between Plan Sponsor and the Business Associate), Plan Sponsor shall use such forms, tape formats, or electronic formats as Business Associate may approve. Plan Sponsor will include all information reasonably required by Business Associate to affect such data exchanges or notifications.

(iii) *Communications Between the Business Associate and the Covered Entity.* All communications between the Business Associate and the Covered Entity that are required to meet the HIPAA Standards for Electronic Transactions shall do so. For any other communications between the Business Associate and the Covered Entity, the Covered Entity shall use such forms, tape formats, or electronic formats as Business Associate may approve. The Covered Entity will include all information reasonably required by Business Associate to affect such data exchanges or notifications.

(e) Notice and Reporting Obligations of Business Associate

(i) *Notice of Non-Compliance with the Addendum.* Business Associate will notify Covered Entity within 15 calendar days after discovery, any unauthorized access, use, disclosure, modification, or destruction of PHI (including any successful Security Incident) that is not permitted by this Addendum, by applicable law, or permitted in writing by Covered Entity, whether such non-compliance is by (or at) Business Associate or by (or at) a Business Associate Subcontractor.

(ii) *Notice of Breach.* Business Associate will notify Covered Entity following discovery and without unreasonable delay but in no event later than [5] calendar days following discovery, any Breach of Unsecured Protected Health Information, whether such Breach is by Business Associate or by Business Associate Subcontractor.

(1) As provided for in 45 C.F.R. § 164.402, Business Associate recognizes and agrees that any acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule (Subpart E of 45 C.F.R. Part 164) is presumed to be a Breach. As such, Business Associate shall (i) notify Covered Entity of any non-permitted acquisition, access, use or disclosure of PHI, and (ii) assist Covered Entity in performing (or at Covered Entity's direction, perform) a risk assessment to determine if there is a low probability that the PHI has been compromised.

(2) Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HIPAA Requirements and any other security breach notification laws. Business Associate shall follow its notification to the Covered Entity with a report that meets the requirements outlined immediately below.

(iii) *Reporting Obligations.*

(1) For Successful Security Incidents and Breaches, Business Associate – without unreasonable delay and in no event later than 15 calendar days after Business Associate learns of such non-permitted use or disclosure (whether at Business Associate or at Business Associate Subcontractor) – shall provide Covered Entity a report that will:

- a. Identify (if known) each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed;
- b. Identify the nature of the non-permitted access, use, or disclosure including the date of the incident and the date of discovery;
- c. Identify the PHI accessed, used, or disclosed (*e.g.*, name; social security number; date of birth);

- d. Identify what corrective action Business Associate (or Business Associate Subcontractor) took or will take to prevent further non-permitted accesses, uses, or disclosures;
 - e. Identify what Business Associate (or Business Associate Subcontractor) did or will do to mitigate any deleterious effect of the non-permitted access, use, or disclosure; and
 - f. Provide such other information, including a written report, as the Covered Entity may reasonably request.
- (2) For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that: (i) identifies the categories of Unsuccessful Security Incidents as described in Section 4(c)(iii)(4); (ii) indicates whether Business Associate believes its (or its Business Associate Subcontractor's) current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (iii) if the security measures are not adequate, the measures Business Associate (or Business Associate Subcontractor) will implement to address the security inadequacies.
- (iv) *Termination.*
- (1) Covered Entity and Business Associate each will have the right to terminate this Addendum if the other party has engaged in a pattern of activity or practice that constitutes a material breach or violation of Business Associate's or the Covered Entity's respective obligations regarding PHI under this Addendum and, on notice of such material breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.
 - (2) If Business Associate or the Covered Entity fail to cure the material breach or end the violation after the other party's notice, the Covered Entity or Business Associate (as applicable) may terminate this Addendum by providing Business Associate or the Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective 60 days from this termination notice.
- (v) *Continuing Privacy and Security Obligations.* Business Associate's and the Covered Entity's obligation to protect the privacy and security of the PHI it created, received, maintained, or transmitted in connection with services to be provided under the Agreement and this Addendum will be continuous and survive termination, cancellation, expiration, or other conclusion of this Addendum or the Agreement. Business Associate's other obligations and rights, and the Covered Entity's obligations and rights upon termination, cancellation, expiration, or other conclusion of this Addendum, are those set forth in this Addendum and/or the Agreement.

[Signature Page to Follow]

IN WITNESSETH WHEREOF, the parties hereto have caused this Agreement to be executed, under seal, on their behalf by their officers or duly authorized representatives, as of the day and year first above written.

Anaheim Union High School District

BENEFIT & RISK MANAGEMENT SERVICES, INC.

By: Jennifer Root

By: _____

Printed Name: Jennifer Root

Printed Name: Matthew A. Schafer

Title: Assistant Superintendent, Business

Title: Chief Executive Officer

Address: 501 N Crescent Way
Anaheim, CA 92801

Address: 80 Iron Point Circle, Suite 200
Folsom, California 95630

Exhibit C - Performance Guarantee Agreement
Effective Date: January 1, 2018

This Performance Guarantee Agreement between **Anaheim Union High School District ('Employer')** and **Benefit & Risk Management Services (BRMS)** is jointly entered for the purposes of reporting service level performance on a quarterly basis to evaluate the faithful performance of the entire contract including the assessment and execution of the service metrics outlined herein.

The following agreement is effective on January 1, 2018, and is valid for one full plan year. Upon renewal with BRMS the Performance Guarantee will be reissued and will supersede all previously issued Exhibit G Agreements.

I. Assessment of Service Levels

1. The Parties agree that BRMS' failure to meet the performance metrics and service level guarantees stated in Section II may result in service credits payable by BRMS. BRMS shall pay to Anaheim Union High School District, not as a penalty but as service credit, the amount specified in Section II.
2. The penalty stated for the non-fulfillment of performance levels within Section II defines the maximum service credit payable by BRMS.
3. Cure Period. For performance requirements or service levels subject to performance metrics, BRMS will provide quarterly reporting for each performance requirement. Unless otherwise specified, BRMS will have (90) business days, from the date of the quarterly reporting to fulfill the levels required to cure the performance metric.
4. In the event of BRMS' failure to meet the agreed upon service levels within the cure period, BRMS will provide a credit for future BRMS Administrative invoices under the agreement. The credit will be equal to the value of the service level guarantee credit due for non-fulfillment of a Service Level as stated in Section II.

II. Service Level Guarantees

1. Claims

This service level is to measure the timely processing of clean claims received as well as the accuracy of those clean claims processed and paid by BRMS.

- a. The agreed upon measure of clean medical claims processed is as follows:
 - i. A clean claim is defined as a claim submitted to BRMS in which no additional information is needed from the claimant or provider.
 - ii. Ninety-six percent (96%) of claims to be processed within ten (10) days of receipt.
 - iii. Ninety-nine percent (99%) of claims to be processed within thirty (30) days of receipt.
- b. The agreed upon measure for claims financial accuracy is as follows:
 - i. Financial is defined as the number of audited dollars paid correctly divided by the total audited benefit dollars paid.
 - ii. Ninety-six percent (96%) of medical claims dollars will be processed accurately.
- c. The agreed upon measure for claims administration accuracy is as follows:
 - i. Administration is defined as the number of claims audited without dollar or procedure errors divided by the total number of audited claims.
 - ii. Ninety-eight (98%) of medical claims will be paid or denied accurately.



Benefit & Risk Management Services

2. Call Center

This service level is to measure the management of calls and/or emails received by the BRMS Call Center Monday through Friday from 6:00am to 6:00pm PST.

- a. The agreed upon measure for Average Speed to Answer (ASA) is as follows:
 - i. Speed of Answer is defined as the length of time it takes a caller to reach a BRMS Customer Service Representative after the caller selects an option from the front end recorded menu.
 - ii. Average Speed to Answer (ASA) will be ninety (90) seconds or less.
- b. The agreed upon measure for Call Abandonment Rate is as follows:
 - i. Abandonment Rate is defined as the number of callers (expressed as a percentage of all calls) that hang-up, or abandon their attempt to reach a Customer Service Representative
 - ii. Call Abandonment Rate will be ten percent (10%) or less.
- c. Transfer calls routed to voicemail shall be responded to by the end of the next business day.
- d. Emails received in the call center regarding claims, will be responded to by the end of the next business day.

3. Client Satisfaction

This service level is to ensure that BRMS' dedicated client management team is providing prompt, courteous, and accurate information to the AUHSD administration team.

- a. The agreed upon measure for responding to inquiries is as follows:
 - i. Inquires is defined as emails, phone calls, and voicemails from broker and HR staff to the dedicated client management team
 - ii. Inquiry responses shall be provided by BRMS by the end of the next business day
- b. Transfer calls routed to voicemail shall be responded to by the end of the next business day.
- c. All escalations will be handled by the Director of Client Services if the Account Executive is unable to do so
 - i. Escalations are defined as managerial approvals, non-responsiveness by the Client Management team, and/or service feedback

4. Implementation

This service level is to ensure that the implementation process is completed within the timeframe in which all parties agreed too.

- a. The implementation timeline will be developed by BRMS and will contain tasks to be completed by all parties
 - i. Parties is defined as AUHSD, BRMS and if necessary the Broker
 - ii. The implementation timeline will contain timeframes specific to each task/project. All parties are responsible for their designated tasks/project timeline dates being met
- b. The agreed upon measure for the implementation process is as follows:
 - i. The implementation process is defined as the agreed upon timeline in which AUHSD is to be up and running with BRMS, with all services operational
 - ii. A minimum of 95% of all tasks/projects within the implementation process will be completed by the target dates within the agreed upon timeline, by all parties



III. Non-Fulfillment of Service Level Guarantees

The agreed upon service level penalty for non-fulfillment of the service level guarantees listed within Section II shall be issued as credits on future invoices to Anaheim Union High School District by BRMS and are as follows:

Three percent (3%) of the monthly medical claims administration fee set forth in the Exhibit A, for each month in which the metrics within Section II were not fulfilled by BRMS within that quarter, is at risk of being deducted from BRMS administrative fees applicable to Anaheim Union High School District.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, under seal, on their behalf by their officers or duly authorized representatives, as of the Effective Date written above.

Anaheim Union High School District
Date: 9/27/17
By: Jennifer Root
Printed Name: Jennifer Root
Title: Assistant Superintendent, Business
Address: 501 N Crescent Way
Anaheim, CA 92801

Benefit & Risk Management Services, Inc.
Date: _____
By: _____
Printed Name: Matthew Schafer
Title: Chief Executive Officer
Address: 80 Iron Point Circle, Suite 200
Folsom, California 95630

PROFESSIONAL SERVICES AGREEMENT

1. **IDENTIFICATION OF PARTIES.** This Agreement (“The Agreement”), executed in duplicate with each party receiving an executed original, is entered into on the 6th day of October, 2017, by and between the undersigned clients, Anaheim Union High School District (hereafter referred to as “CLIENT”) and The Sobel Group, Inc. (hereafter referred to as “TSG”).

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

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

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

WHEREAS such services are needed on a limited basis

NOW, THEREFORE, the parties hereto agree as follows:

2. **SERVICES TO BE PROVIDED.** The services to be provided by TSG to CLIENT are as follows: TSG will consult with CLIENT, Anaheim Police Department, and Anaheim Fire Department and provide advice regarding the preparation of the portion of the CLIENT’s school safety plan for Anaheim High School that includes tactical responses to criminal incidents. As part of the service, TSG will consult with CLIENT and school specific personnel to develop a visual map of the tactical response plan as one of the steps used to safeguard pupils and staff, secure the affected school premises, and to apprehend the criminal perpetrator or perpetrators. Several on-site school visits will be conducted to collect site specific information and digital imagery. After all data is collected, TSG will prepare a report and provide an encrypted electronic copy to the CLIENT. CLIENT hereby authorizes TSG to do whatever TSG deems advisable in this matter, including (without limitation thereto); to hire additional consultants, experts and other services on

Professional Services Agreement

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CLIENT'S behalf, at CLIENT'S cost pursuant to paragraph number 5 below. If CLIENT desires that TSG provide any services not covered by this Agreement, a separate written agreement between TSG and CLIENT will be required. TSG will establish work hours for the services and TSG may work for other clients simultaneously, unless otherwise noted. TSG will determine the order or sequence of steps in performance of work.

3. **RESPONSIBILITIES OF TSG AND CLIENT.** TSG will perform the services called for under this Agreement as an independent contractor and not as an employee of the CLIENT, keep CLIENT informed of progress and developments, and respond promptly to CLIENT'S inquiries and communications. CLIENT further agrees to abide by this Agreement, to make payment on invoices in a timely manner as set forth herein, and to cooperate and require any employees of CLIENT to cooperate with TSG in any activities undertaken on the CLIENT's behalf. CLIENT agrees to prepare and furnish site plans, floor plans, and as-built diagrams, utility shut-off locations, and any available aerial photographs of the school site. CLIENT agrees to grant TSG unrestricted access to Anaheim High School during non-school hours on pre-arranged dates and times. TSG will furnish all tools and equipment needed for the job. TSG will diligently perform the specified services and estimates the services will be completed within sixty (60) days from the date of the first site visit.

4. **COST.** CLIENT shall pay TSG a fee of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for services rendered. The total amount billed by TSG will not exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000).

5. **STATEMENTS AND PAYMENTS.** TSG will send CLIENT two invoices. One for TWELVE THOUSAND FIVE-HUNDRED DOLLARS (\$12,500) when half of the work has been completed. A final invoice for TWELVE THOUSAND FIVE-HUNDRED

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DOLLARS (\$12,500) will be submitted upon completion of the specified services. CLIENT agrees to make payment in full of TSG's invoices within thirty (30) days of receipt.

6. **LATE CHARGES.** If the entire balance shown due on any statement is not paid within 30 days from the statement date, a late charge equal to 1.5% of the outstanding balance will be assessed to CLIENT'S account.
7. **NO DISCHARGE OF DEBT.** CLIENT specifically acknowledges and agrees that any dollar amounts owed to TSG for fees and/or costs incurred by TSG on CLIENT'S behalf as set forth herein shall create a payment obligation on the part of CLIENT that shall not be discharged by CLIENT in any bankruptcy or other action instituted by CLIENT, or any of them, or otherwise. In the case of any petition in bankruptcy or similar action by CLIENT, CLIENT agrees to promptly execute a Reaffirmation Agreement on behalf of TSG, reaffirming CLIENT'S payment obligation to TSG and CLIENT'S agreement to pay same, as set forth herein.
8. **ARBITRATION.** CLIENT and TSG agree to have any and all disputes (except where CLIENT may request Arbitration of a fee dispute) that arise out of, or relate to this Agreement, including but not limited to claims of negligence or malpractice arising out of or relating to the investigative services provided by TSG to CLIENT, decided only by binding arbitration in accordance with the provisions of the California Code of Civil Procedure Section 1280, *et seq.*, and not by court action, except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. TSG and CLIENT shall each have the right of discovery in connection with any arbitration proceeding in accordance with, and to the full extent allowed by, the California Rules of Civil Procedure section 1283.05. Any Party initiating court action without first requesting arbitration as set forth herein

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expressly waives any claim to attorneys' fees and costs they may have otherwise been entitled to.

9. ENFORCEMENT EXPENSES. Should it be necessary to institute legal proceedings for the enforcement of this Agreement, the prevailing party in any such proceeding shall be entitled to recover all court costs and reasonable attorney's fees incurred in prosecuting or defending said action.

10. RESPONSIBILITY FOR DATA. CLIENT shall at all times be solely responsible for ensuring that all site specific data remains accurate, complete, and current. CLIENT may engage TSG for additional consulting services to make updates related to any changes to the site specified in this Agreement. TSG and CLIENT agree not to disclose any information related to tactical responses to criminal incidents to unauthorized recipients. "Information" includes but is not limited to reports, diagrams, photographs, digital images, and descriptions.

11. INSURANCE AND APPLICABLE LAWS. TSG maintains errors and omissions insurance and worker's compensation coverage applicable to the services to be rendered under this Agreement. TSG and its employees shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

12. INDEMNIFICATION. 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.

Professional Services Agreement

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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.

13. ASSIGNMENT. This AGREEMENT is not assignable without written consent of the parties hereto.

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

15. FINGERPRINT CERTIFICATION. The firm must execute a Certification by Contractor, Criminal Records Check district form prior to the performance of any work.

16. DRUG, ALCOHOL, and TOBACCO FREE WORKPLACE. The Contactor hereby certifies, under penalty of perjury, under the laws of the State of California that

Professional Services Agreement

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under the agreement he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.). Therefore, the work site shall be kept drug and alcohol free at all times.

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

17. NOTICES. Any notices required under this Agreement shall be in writing and shall be deemed to have been duly served if delivered in person to CLIENT or, if delivered at or sent by registered or certified mail, to the last known business or home address of CLIENT.

18. GOVERNING LAW. The laws of the State of California shall govern the construction and interpretation of this Agreement.

19. EFFECTIVE DATE OF AGREEMENT. The effective date of this Agreement shall be the date first written above.

(AGREEMENT CONTINUED NEXT PAGE)

Professional Services Agreement

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

The Sobel Group, Inc.

Anaheim Union High School District

By: _____

By: _____

Print Name/Title of Authorized Signatory:

Print Name/Title of Authorized Signatory:

David Sobel/President

P.O. Box 462637

501 Crescent Way

Escondido, CA 92046

Anaheim, CA 92803

Dated: _____

Dated: _____

2017-2018

CONTRACT NUMBER:

LEA: *Anaheim Union High School District*

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 1st day of July, 2017, between the Anaheim Union High School District (hereinafter referred to as "District" or local educational agency "LEA") and Haynes Family of Program Inc. DBA: Haynes Education Center, DBA: S.T.A.R. Academy . (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 Plan (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 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 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.

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.

Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment 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, 2017 to June 30, 2018 (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. However, the parties acknowledge that any subsequent Master Contract is to be renegotiated prior to June 30, 2017. In the event a Master Contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5, California Code of Regulations, Section 3062(d).) 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, 2018.

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 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 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 and 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, 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 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 and address as indicated on the signature page of the Master Contract. 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; 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, as required by state and federal laws and regulations. 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, and 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 of any change of ownership or 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:

\$1,000,000 per occurrence
\$ 5,000 medical expenses
\$1,000,000 personal & adv. injury
\$2,000,000 general aggregate
\$5,000,000 sexual abuse or molestation

- B. **Auto Liability Insurance**. To the extent vehicles are used to transport students, such vehicles shall have liability coverage of not less than \$1 million 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.

- C. **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

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. 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 and Automobile Liability policy shall name the LEA and the District's Board

of Education as additional insured's 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.

- F. 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.
- G. 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.
- H. 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.

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 held to be a partner, joint venturer, 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 holding, as well as any expenses, costs, taxes, penalties and interest

charges incurred by the LEA as a result of that holding. If CONTRACTOR is held to be a partner, joint venturer, 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 holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding..

18. SUBCONTRACTING

CONTRACTOR shall not enter into any subcontracting relationship without first obtaining the written approval of the LEA. 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 without limitation 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 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 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 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 District 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.

When the CONTRACTOR is a nonpublic agency, the CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by the LEA if provided by an individual who was an employee of the LEA within the three hundred and sixty five (365) days prior to executing this Master Contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by the LEA.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, disability or any other classification protected by federal or state law, in employment or operation of its programs.

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. LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the LEA and shall be returned to the LEA when the IEP team determines the 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.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) 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, assistive 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 standards-based, core curriculum 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 through twelve 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 or pupils who are homeless 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, including, but not limited to, passing the California High School Exit Exam in accordance with state law.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall 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 treatment 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. 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, attending LEA schools and shall be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

For LEA students in grades kindergarten through 12, unless otherwise specified in the LEA student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch, and passing time, shall be consistent with Education Code sections 46100 et. seq.

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 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. 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, 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 AND HIGH SCHOOL EXIT EXAMINATION

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, the California English Language Development Test (“CELDT”), 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.

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 and 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 and the California High School Exit Examination as mandated by the LEA and pursuant to the LEA guidelines, as well as state and federal laws and regulations.

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 section 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; and emergency interventions. 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 that all behavior aides who do not possess a license, credential or recognized certification have completed required training protocols within ten 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 intervention case manager." 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 fourteen (14) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies.

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.

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.

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 (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

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.

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 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.

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) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policies pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policies pursuant to California Education Code 231.5(a)(b)(c); (4) Student Grievance Procedure pursuant to Title IX 106.8 (a)(d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (HIPPA). CONTRACTOR shall include verification of these procedures to the LEA.

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 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 through twelve 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 after 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.

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. CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as

required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress (AYP).

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 (AB1858, AB490 (Chapter 862, Statutes of 2003)) 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.

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.

44. MONITORING

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 and 35021.2 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.

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 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. 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.

48. 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.

49. 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 in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or an LEA-approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. 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.

51. 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.

52. 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.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours by fax and mail, or electronically, any accident or incident report to the LEA, 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.

54. 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.

55. 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.

56. 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

57. 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 child.

CONTRACTOR shall provide all records requested by LEA concerning enrollment, contracting, attendance reporting, service tracking and billing, including requirements of electronic billing. 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.

58. 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.

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.

59. 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.

60. 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 (10th) 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.

61. 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.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) 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 percentage of a 310-minute instructional day.

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.

63. 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

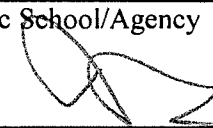
- (b) Has/have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; 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 2017 and terminates at 5:00 P.M. on June 30, 2018, unless sooner terminated as provide herein.

CONTRACTOR,
Haynes Family of Programs Inc. DBA: Haynes
Education Center, DBA: S.T.A.R. Academy

Nonpublic School/Agency

LEA,
Anaheim Union High School District

By:  _____
Signature Date
Dan Maydeck, CEO/President

Name and Title of Authorized
Representative

By: _____
Signature Date
Janet Queneau, Director-Special Youth Services

Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Jonas Maceda, Director, NPA services

Janet Queneau, Director-Special Youth Services

Name
Haynes Family of Programs Inc. DBA: Haynes Education
Center, DBA: S.T.A.R. Academy

Name and Title
Anaheim Union High School District

Nonpublic School/Agency/Related Service Provider

LEA

P.O. Box 400

501 N. Crescent Way

Address
La Verne, CA 91750

Address
Anaheim, CA 92801

City State Zip
(909) 833-7187 (909) 992-3018

City State Zip
(714) 999-3528 (714) 999-0622

Phone Fax
jmaceda@leroyhaynes.org

Phone Fax
Queneau_j@auhsd.us

Email

Email

**Additional LEA Notification
(Required if completed)**

Name and Title

Address

City

State

Zip

Phone

Fax

Email

EXHIBIT A: RATES

CONTRACTOR Haynes Family of Programs Inc.dba: Haynes Ed Center, dba: S.T.A.R. Academy **CONTRACTOR NUMBER** 2017-2018
(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	\$120.00	Per Hour
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	_____	_____

*Parent transportation reimbursement rates are to be determined by the LEA.*By credentialed Special Education Teacher.

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2017 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, 2018, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency(LEA)		Anaheim Union High School District		Nonpublic School/Agency		Haynes Family of Programs Inc. DBA: Haynes Education Center, DBA: S.T.A.R. Academy	
Address		501 N. Crescent Way		Address		P.O. Box 400	
City, State Zip		Anaheim, CA 92801		City, State, Zip		La Verne, CA 91750	
LEA Case Manager		Janet Queneau		Phone		Fax	
				(909) 833-7187		(909) 992-3018	
				E-Mail		jmaceda@leroyhaynes.org	
Student Last Name		[REDACTED]		Student First Name		[REDACTED]	
				Program Contact Name		Dan Maydeck	
				Phone		Fax	
				(909) 256-6426		(909) 992-3018	
D.O.B.		[REDACTED]		I.D. #		[REDACTED]	
				E-Mail		[REDACTED]	
Grade	[REDACTED]	Level	[REDACTED]	Sex	[REDACTED]	Education Schedule – Regular School Year	
Parent/Guardian Last Name		[REDACTED]		Parent/Guardian First Name		[REDACTED]	
				Number of Days		Number of Weeks	
				[REDACTED]		[REDACTED]	
Address		[REDACTED]		Contract Begins		Ends	
				August 17, 2017		June 30, 2018	
City, State, Zip		[REDACTED]		Master Contract Approved by the Governing Board on		8/10/2017	
Home Phone	[REDACTED]	Business	[REDACTED]				

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		X			b. \$120.00 per hour.	25 Hours			\$3,000.00
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		\$3,000.00	

ESTIMATED MAXIMUM RELATED SERVICES COST \$ 3,000.00

SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES

COSTS/SPECIALIZED EQUIPMENT/SUPPLIES \$ 3,000.00

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-

Haynes Family of Programs Inc. DBA: Haynes Education Center, DBA: S.T.A.R. Academy

Anaheim Union High School District
(Name of LEA)

(Name of Nonpublic School/Agency)

(Signature)

(Date)

(Signature)

(Date)

Dan Maydeck, CEO/President
(Name and Title)

Janet Quencau, Director-Special Youth Services
(Name of Superintendent or Authorized Designee)

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

School:	Anaheim High School	Date of Application:	August 28, 2017
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Debate Club

Purpose of the group:

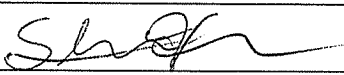
Explore and practice the necessary skills for speech and debate; develop critical thinking and communication skills.
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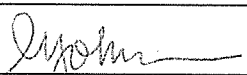
Frequency of group meetings:


Weekly

Proposed meeting day, time and location:


Day:	Tuesday	Time:	2:45-3:30	Location:	Room 14
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Applicant's Signature:		Date:	August 28, 2017
Printed Name:	Shannon Horan		

Advisor's Signature:		Date:	August 28, 2017
Printed Name:	Mandy Johnson		

Principal's Signature:		Date:	8/28/17
Printed Name:	Robert Saldivar		

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

Assistant Superintendent's Signature:		Date:	9/14/17
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
Education Division

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

CLICK AND ENTER DATA

School:	Cypress High School	Date of Application:	8/18/17
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Acts of Random Kindness

Purpose of the group (Please describe thoroughly):

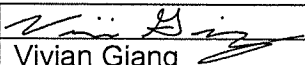
ARK strives to make high school and the community more bearable by conducting uplifting activities and events. We believe the power of kindness will change the way people see and experience the world. As a non-profit club, we promote the act of kindness throughout campus and the community by doing monthly service events

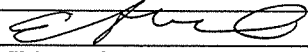
Frequency of group meetings:

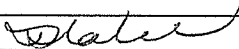
Every week

Proposed meeting day, time and location:

Day: Friday Time: Lunch Location: Room 412

Applicant's Signature:		Date:	9-1-17
Printed Name:	Vivian Giang		

Advisor's Signature:		Date:	9-1-17
Printed Name:	Ethan Gagnano		

Principal's Signature:		Date:	9-1-17
Printed Name:	Dr. Jodie Wales		

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

Assistant Superintendent's Signature:		Date:	9/19/17
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Following approval, the completed application will be returned to the school principal.

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

School:	Cypress High School	Date of Application:	8/28/17
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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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:

Aviation & Aeronautics

Purpose of the group (Please describe thoroughly):

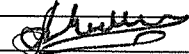
To educate and spread awareness about the growing drone and aeronautics industry
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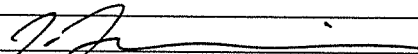
Frequency of group meetings:

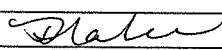
Once a week

Proposed meeting day, time and location:

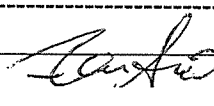
Day:	Thursday	Time:	Lunch	Location:	Rm 210
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Applicant's Signature:		Date:	
Printed Name:	Shuban Ranganath		

Advisor's Signature:		Date:	8/31/17
Printed Name:	Justin Fournier		

Principal's Signature:		Date:	8/31/17
Printed Name:	Dr. Jodie Wales		

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

Assistant Superintendent's Signature:		Date:	9/19/17
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Following approval, the completed application will be returned to the school principal.

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

School:	Cypress High School	Date of Application:	8/14/17
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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:

Centurion Investment Club

Purpose of the group (Please describe thoroughly):

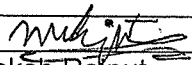
To clearly understand the stock market dynamics, to properly execute method and technique in real market conditions, confidently. Learn about different markets to invest/trade in: indices, stocks, ETF, oil, gold, forex, bonds, housing, etc.
--


Frequency of group meetings:

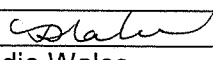
Once a week

Proposed meeting day, time and location:

Day:	Monday	Time:	Lunch	Location:	Room 218
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Applicant's Signature:		Date:	08/31/2017
Printed Name:	Moksh Rajput		

Advisor's Signature:		Date:	08/31/2017
Printed Name:	Khanh Nguyen		

Principal's Signature:		Date:	8/31/17
Printed Name:	Dr. Jodie Wales		

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

Assistant Superintendent's Signature:		Date:	9/19/17
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Following approval, the completed application will be returned to the school principal.

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

School:	Cypress High School	Date of Application:	8/18/17
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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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:

Conspiracy Club

Purpose of the group (Please describe thoroughly):

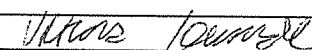
Discuss and debate popular/unpopular conspiracies. Show and teach how to tell real from fake theories, have educational and logical discussions about the world around us and how it's always changing. To help people open their eyes and observe more.
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Frequency of group meetings:

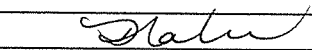
1 day per week

Proposed meeting day, time and location:

Day:	Wed.	Time:	Lunch	Location:	Room 411
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Applicant's Signature:		Date:	8-31-17
Printed Name:	Victoria Gurrola		

Advisor's Signature:		Date:	8-31-17
Printed Name:	Stephen Echolds		

Principal's Signature:		Date:	8-31-17
Printed Name:	Dr. Jodie Wales		

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

Assistant Superintendent's Signature:		Date:	9/14/17
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Following approval, the completed application will be returned to the school principal.

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

School:	Cypress High School	Date of Application:	5/1/17
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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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:

Fellowship of Christian Athletes

Purpose of the group (Please describe thoroughly):

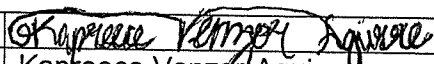
The objective of this club is to provide an outlet for Christian/Catholic athletes to fellowship with others who are experiences similar trials.
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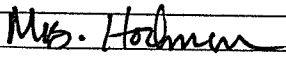
Frequency of group meetings:

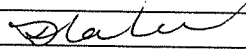
Once a week

Proposed meeting day, time and location:

Day:	Wed.	Time:	12:09	Location:	Rm. 105
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Applicant's Signature:		Date:	8-29-17
Printed Name:	Kapreece Venzof-Aguirre		

Advisor's Signature:		Date:	8-30-17
Printed Name:	Mrs. Hochman		

Principal's Signature:		Date:	8/31/17
Printed Name:	Dr. Jodie Wales		

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

Assistant Superintendent's Signature:		Date:	9/19/17
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Following approval, the completed application will be returned to the school principal.

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

CLICK AND ENTER DATA

School:	Cypress High School	Date of Application:	8/21/17
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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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:

Students for Life of Cypress High School
--

Purpose of the group (Please describe thoroughly):

Our club's purpose is to create a community of pro-life students at Cypress where together we can learn more about the pro-life message, how to lovingly and effectively communicate it, and listen to guest speakers from pro-life organizations like Students for Life of America, and organize activities & events that share our belief in equal rights and protection for the most vulnerable members of our nation, all in compassion and without harshness.
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Frequency of group meetings:

Once a week

Proposed meeting day, time and location:

Day:	Wednesday	Time:	Lunch	Location:	Rm. 220
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Applicant's Signature:	<i>Brooke Levesque</i>	Date:	August 31, 2017
Printed Name:	Brooke Levesque		

Advisor's Signature:	<i>Terri Vu</i>	Date:	8-31-17
Printed Name:	Terri Vu		

Principal's Signature:	<i>Dr. Jodie Wales</i>	Date:	8/31/17
Printed Name:	Dr. Jodie Wales		

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

Assistant Superintendent's Signature:	<i>[Signature]</i>	Date:	9/19/17
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Following approval, the completed application will be returned to the school principal.

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

CLICK AND ENTER DATA

School:	KATELLA HIGH SCHOOL	Date of Application:	8/23/17
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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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:

Katella HS Ukulele Club

Purpose of the group:

Have students come together in a safe environment and learn to play the Ukulele

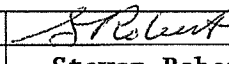
Frequency of group meetings:


2x a month

Proposed meeting day, time and location:

Day:	Wednesda y	Lunch	Room 33a	Location:	
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Applicant's Signature:		Date:	8/23/17
Printed Name:	Omar Rivera		

Advisor's Signature:		Date:	8-23-17
Printed Name:	Steven Roberts		

Principal's Signature:		Date:	8-23-17
Printed Name:	Ben Carpenter, Principal		

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

Assistant Superintendent's Signature:		Date:	9/19/17
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Following approval, the completed application will be returned to the school principal.

APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION

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

Name of Organization:	School:
Speech and Debate Club	Katella High School

Name(s) of student(s) making application:
Eric Fernandez and more to join later as the club gets established

Staff Sponsor(s):
William Casper

List purposes, objectives, and activities of organization (attach copy of constitution and By-Laws)
Practice Speech and Debate and compete as well

Proposed meetings:

Day(s): Mondays	Time(s): Lunch	Location: 205
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Special equipment? No Yes – Describe:

Qualifications for membership, if any:
None.

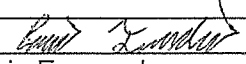
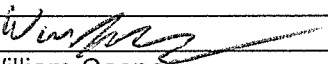
How are officers elected?	Term?
Volunteer and then voted if needed.	For the school year

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:
Speech and Debate will equip students to be effective communicators and collaborators.

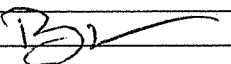
Describe the function of the staff adviser in the promotion, supervision, and leadership of the organization:
Supervise and organize meetings, coach team, organize competitions, and ensure proper registrations are current.


Will this organization be raising funds for any purpose? No Yes – Describe how funds will be raised and for what purpose:
Methods are to be determined. The funds are to pay organizational fees, entry fees, uniform fees, and transportation fees.

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

Signature of student making application:	
Printed name of student making application:	Eric Fernandez
Signature of faculty sponsor:	
Printed name of faculty sponsor:	William Casper

Faculty sponsor: I have reviewed this application and
 the application is complete the Constitution/By-Laws are attached
 the application is not complete (explain):

Signature of School Principal:		Date: 8/30/17
Ben Carpenter, Principal		

Signature of Assistant Superintendent of Education:		Date: 9/19/17
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Education Office Use Only:

Board of Trustees action:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date:	
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Anaheim Union High School District
Education Division
**APPLICATION FOR STUDENT-INITIATED,
NON-CURRICULUM RELATED ORGANIZATION**
CLICK AND ENTER DATA

School:	John F. Kennedy High School	Date of Application:	8/29/17
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Electronic Sports Club (eSports Club)

Purpose of the group (Please describe thoroughly):

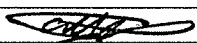
To widen the horizon of healthy competitive outlets to eSport related activities. Through both cooperative and competitive group activities, we seek to strengthen the bond of our members and to foster healthy sporting attitudes. We want to be able to demonstrate alternate ways for students to spend their time doing what some of their already do: play video games. eSports is a booming industry that has recently found its way into scholarships for those who are inclined to follow. It offers a non-traditional way to spend one's time and develop skills and a healthy attitude. We offer a lively social atmosphere to get connected with people of similar interests and talents and with the correct channels to further a career in eSports, if one chooses to do so.

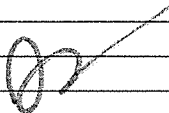
Frequency of group meetings:

Once a month

Proposed meeting day, time and location:


Day: Tuesday Time: Lunch Location: Mrs. Pontius's Room

Applicant's Signature:		Date:	8/29/2017
Printed Name:	Sean Del Castillo		

Advisor's Signature:	Ms. Pontius 	Date:	8/29/2017
Printed Name:	Jamie Pontius		

Principal's Signature:		Date:	8/29/2017
Printed Name:	Regina Zubano		

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

Assistant Superintendent's Signature:  Date: 9/12/17

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

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

School:	John F. Kennedy High School	Date of Application:	8/23/17
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Kababayan Club

Purpose of the group (Please describe thoroughly):

This organization hopes to create a sense of community, welcome to all ethnic backgrounds, and spread cultural awareness. By doing so, this organization allows individuals to engage in projects to further contribute to local communities and charities. Volunteer opportunities will be implemented so that students are able to learn more about the community outside of school, as well as to enhance leadership skills.

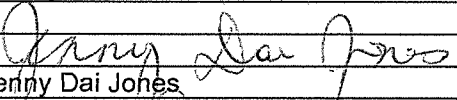
Frequency of group meetings:

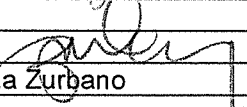
Every other Tuesday

Proposed meeting day, time and location:

Day:	Tuesday	Time:	Lunch	Location:	Room 310
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Applicant's Signature:		Date:	8/23/17
Printed Name:	Ashley Amancio, Joshua DeGuzman		

Advisor's Signature:		Date:	8/23/17
Printed Name:	Jenny Dai Jones		

Principal's Signature:		Date:	8/23/17
Printed Name:	Regina Zurbano		

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

Assistant Superintendent's Signature:		Date:	9/19/17
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Following approval, the completed application will be returned to the school principal.

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

School:	Kennedy High School	Date of Application:	8/13/17
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Young Republicans of Kennedy

Purpose of the group (Please describe thoroughly):

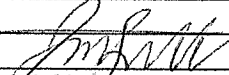
To provide a forum for the young republicans and constitutionalists at Kennedy (although all are allowed to come) to speak about current issues in America, no matter their race or gender. Such as the 1 st & 2 nd amendments, the raising or lowering of taxes, helping our local community, etc.

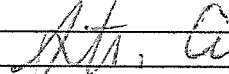
Frequency of group meetings:

Weekly

Proposed meeting day, time and location:


Day:	Friday	Time:	12:02	Location:	Rm. 403
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Applicant's Signature:		Date:	8/13/17
Printed Name:	Jai Singh		

Advisor's Signature:		Date:	8/16/17
Printed Name:	Steve Cini		

Principal's Signature:		Date:	08/17/2017
Printed Name:	Regina Zurbano		

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

Assistant Superintendent's Signature:		Date:	9/12/17
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Following approval, the completed application will be returned to the school principal.

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

CLICK AND ENTER DATA

School:	Loara	Date of Application:	August 25, 2017
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Loara Mock Trial Team

Purpose of the group (Please describe thoroughly):

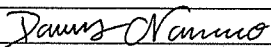
Prepare a team of students for competition in the Constitutional Rights Foundation's Mock Trial competition.
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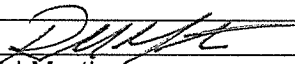
Frequency of group meetings:

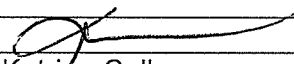
One per week, additional meetings as needed.
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Proposed meeting day, time and location:

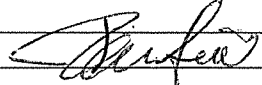
Day:	Wed	Time:	2:45	Location:	Rm 607 Loara H.S.
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Applicant's Signature:		Date:	8/25/2017
Printed Name:	DAISY NAVARRO		

Advisor's Signature:		Date:	8/25/2017
Printed Name:	Richard Martin		

Principal's Signature:		Date:	8/25/2017
Printed Name:	Katrina Callaway		

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

Assistant Superintendent's Signature:		Date:	9/19/17
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Following approval, the completed application will be returned to the school principal.

APPLICATION FOR CURRICULUM-RELATED STUDENT ORGANIZATION

Name of Organization: Sociedad Honoraria Hispanica- Spanish Honorary Society	School: Loara High School
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Name(s) of student(s) making application:
Aranzazu Miguel

Staff Sponsor(s):
Veronica Lopez

List purposes, objectives, and activities of organization (attach copy of Constitution and By-Laws)
SHH is an honorary club for students enrolled in Spanish. The purpose of the Society is to recognize high achievement in Spanish and learn about the different cultures. Emphasis is placed on education and community service.

Proposed meetings:

Day(s): Mondays	Time(s): Lunch	Location: Room 203
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Special equipment? No Yes – Describe:
NO Special Equipment

Qualifications for membership, if any:
Have a B Average in Spanish Courses

How are officers elected? **Term?**
Voting election. 1 school year

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

The club will recognize and encourage to continue studying Spanish 4 years, promote culture and identity among **students**.

Describe the function of the staff adviser in the promotion, supervision, and leadership of the organization:
Advisor will guide students in leadership positions and make suggestions on activities and educational presentations.

Will this organization be raising funds for any purpose? No Yes – Describe how funds will be raised and for what purpose:
Yes, for end of the year banquet, awards, field trips to community cultural events or museums.

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

Signature of student making application:	
Printed name of student making application:	Aranzazu Miguel
Signature of faculty sponsor:	<i>Veronica Lopez</i> 9/5/17
Printed name of faculty sponsor:	Veronica Lopez

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: *[Signature]* **Date:** 9/6/17

Signature of Assistant Superintendent of Education: *[Signature]* **Date:** 9/19/17

Education Office Use Only:

Board of Trustees action:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date:	
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Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**
 CLICK AND ENTER DATA

School:	Savanna	Date of Application:	8/24/17
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

NCHS – Nami on Campus High School (National Alliance on Mental Illness) NAMI

Purpose of the group:


Promotes the acceptance of students experiencing a mental health condition, improve school climate and student mental wellness, promote student voices and inspire advocacy

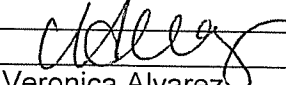
Frequency of group meetings:

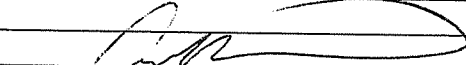
Weekly

Proposed meeting day, time and location:

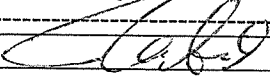
Day:	Monday	Time:	Lunch time	Location:	Room 59
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Applicant's Signature:		Date:	8/24/17
Printed Name:	Berenice Castillo		

Advisor's Signature:		Date:	8/24/17
Printed Name:	Veronica Alvarez		

Principal's Signature:		Date:	8/24/17
Printed Name:	Carlos Hernandez		

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

Assistant Superintendent's Signature:		Date:	9/14/17
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Following approval, the completed application will be returned to the school principal.

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

CLICK AND ENTER DATA

School:	Savanna	Date of Application:	August 20, 2017
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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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:

Red Cross

Purpose of the group:

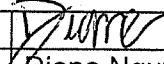
The purpose of this group is be a type of humanitarian aid for people. We would work with the official American Red Cross. We want to be volunteers to provide relief to victims of disasters and help people prevent, prepare for, and response to emergencies. We also want to ensure respect for all human beings. Even though the main purpose of this club is mostly medical-related, we want members to bond and interact with each other and serve community/volunteer service hours to make a meaningful impact to the community we live in is safe.
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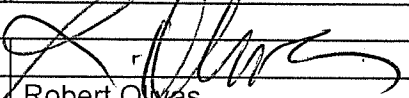
Frequency of group meetings:

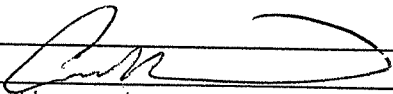
Every other Tuesdays

Proposed meeting day, time and location:

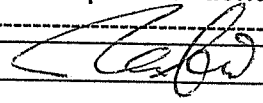
Day:	Every other Tuesday (merge with NHS)	Time:	12:30 PM	Location:	Mr Olivas' Room or the Auditorium (if there is too much people)
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Applicant's Signature:		Date:	8/21/17
Printed Name:	Diana Nguyen		

Advisor's Signature:		Date:	8/21/17
Printed Name:	Robert Olivas		

Principal's Signature:		Date:	8/23/12
Printed Name:	Carlos Hernandez		

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

Assistant Superintendent's Signature:		Date:	9/19/12
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
Education Division

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

School:	western	Date of Application:	08/26/2017
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Chess Club

Purpose of the group (Please describe thoroughly):

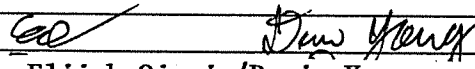
<ol style="list-style-type: none"> 1. To teach people the intricacy of chess 2. To gain a mastery and understanding of the game 3. Prepare for a chess tournament 4. to have fun
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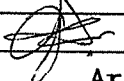
Frequency of group meetings:

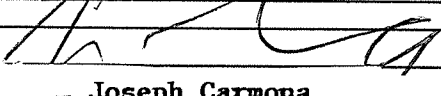
Twice a week

Proposed meeting day, time and location:

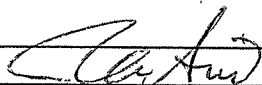
Day:	Monday and tuesdays	Time:	Lunch	Location:	room 910
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Applicant's Signature:		Date:	08/30/2017
Printed Name:	Elijah Ojerio/Devin Young		

Advisor's Signature:		Date:	8/30/2017
Printed Name:	Arjun Sharma		

Principal's Signature:		Date:	9-7-17
Printed Name:	Joseph Carmona		

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

Assistant Superintendent's Signature:		Date:	9/19/17
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Anaheim Union High School District
 Education Division
**APPLICATION FOR STUDENT-INITIATED,
 NON-CURRICULUM RELATED ORGANIZATION**

School:	Western High School	Date of Application:	August 25, 2017
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Dungeons & Dragons club

Purpose of the group (Please describe thoroughly):

<ol style="list-style-type: none"> 1. The main purpose of the Dungeons & Dragons club (shorted by DnD) is for mainly creativity. members of the club are able to make characters with their imagination and they can make adventures for other members to play if they wish to 2. Members who join may wish to come and play a game to keep their brains active and they may also bring friends to have fun 3. Another reason is for while they are playing Dungeons and Dragons they also are playing and socializing with other members of the club and make friends while they are playing 4. As anyone who was born in the 70s me and the fellow members of Dungeons & Dragons club wish to bring back the beloved game that so many other schools before us played when adults were our age and played this game

Frequency of group meetings:

Weekly

Proposed meeting day, time and location:

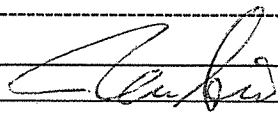
Day:	Tuesdays	Time:	12:07	Location:	Room 904
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Applicant's Signature:	<i>Evan Muro Michael Russell</i>	Date:	August 25, 2017
Printed Name:	Evan Muro/Michael Russell		

Advisor's Signature:	<i>Maria Van Beusekom</i>	Date:	8/25/17
Printed Name:	Maria Van Beusekom		

Principal's Signature:	<i>Joseph Carmona</i>	Date:	8/28/17
Printed Name:	Joseph Carmona		

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

Assistant Superintendent's Signature:  Date: 9/19/17

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

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

School:	Western	Date of Application:	9/01/17
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Next Gen. gaming club

Purpose of the group:

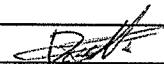
Play, look and learn about next-gen. video games (appropriate games)
--

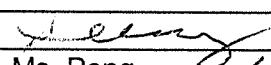
Frequency of group meetings:

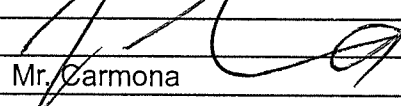
once a week

Proposed meeting day, time and location:

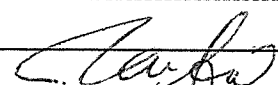
Day:	thursdays	Time:	lunch time	Location:	Room 15
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Applicant's Signature:		Date:	9/01/17
Printed Name:	Daniel Lemus		

Advisor's Signature:		Date:	9/01/2017
Printed Name:	Ms. Peng		

Principal's Signature:		Date:	9-7-17
Printed Name:	Mr. Carmona		

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

Assistant Superintendent's Signature:		Date:	9/19/17
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Following approval, the completed application will be returned to the school principal.

Anaheim Union High School District
Education Division

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

School:	Western High School	Date of Application:	August 23, 2017
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Planeteers

Purpose of the group:

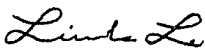
The purpose of this organization shall be to recycle the bottles and cans on campus every active school week under the supervision of an adviser.

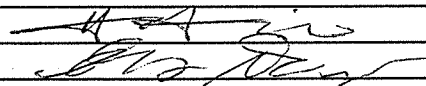
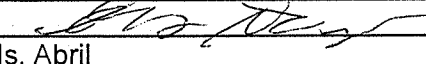
Frequency of group meetings:

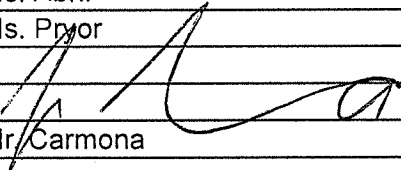
Every active school week

Proposed meeting day, time and location:

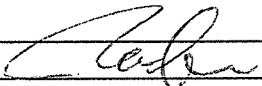
Day:	Fridays	Time:	2:50 PM	Location:	Room 51 Western High School
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Applicant's Signature:		Date:	August 23, 2017
Printed Name:	Linda Le		

Advisor's Signature:		Date:	8/23/17
			8/23/17
Printed Name:	Ms. Abril		
	Ms. Pryor		

Principal's Signature:		Date:	8/25/17
Printed Name:	Mr. Carmona		

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

Assistant Superintendent's Signature:		Date:	9/19/17
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**APPLICATION FOR STUDENT-INITIATED,
NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

School:	Brookhurst JHS	Date of Application:	8/14/2017
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Anime Club

Purpose of the group (Please describe thoroughly):

Anime club is a club where students with an interest in anime, manga, cosplay and other card games come to meet. It's a chance to make new friends as well as learn new skills. There will be tutorials and competitions in card games such as Yugioh as well as drawings.
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Frequency of group meetings:

2 times a week

Proposed meeting day, time and location:

Day:	Mon, Fri	Time:	2:30 – 3:45	Location:	Room 13
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Applicant's Signature:	<i>Cassandra Johnson</i>	Date:	8/14/17
Printed Name:	Cassandra Johnson		

Advisor's Signature:	<i>Ricardo Torres</i>	Date:	8/14/17
Printed Name:	Ricardo Torres		

Principal's Signature:	<i>Sam Joe</i>	Date:	8/14/17
Printed Name:	Sam Joe		

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

Assistant Superintendent's Signature:	<i>[Signature]</i>	Date:	9/19/17
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**APPLICATION FOR STUDENT-INITIATED,
NON-CURRICULUM RELATED ORGANIZATION**

CLICK AND ENTER DATA

School:	South Junior High	Date of Application:	8/28/2017
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Policy permits student-initiated non-curriculum related school groups to conduct voluntary meetings on school grounds regardless of the size of the group or the religious, political or philosophical purpose of the students' meetings, under the following conditions:

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

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

Name of proposed group:

Yoga Club

Purpose of the group (Please describe thoroughly):

To learn the basics of the yoga practice, stretch, build strength/core, calm energy, relax, relieve stress, learn alternatives to behaviors/acting out, and have fun.

Frequency of group meetings:

Once per week

Proposed meeting day, time and location:

Day:	Wednesda y	Time:	230-330p	Location:	Room 203 (Camarena Room)
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Applicant's Signature:	<i>Perla Mora</i>	Date:	8/28/2017
Printed Name:	<u>Perla Mora</u>		

Advisor's Signature:	<i>Jenni Camarena</i>	Date:	8/28/2017
Printed Name:	<u>Jenni Camarena</u>		

Principal's Signature:	<i>Enrique Romero</i>	Date:	8/28/17
Printed Name:	<u>Enrique Romero</u>		

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

Assistant Superintendent's Signature:	<i>[Signature]</i>	Date:	9/19/17
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California Department of Education
Nutrition Services Division
Interagency Agreement SNP-09
August 2017

EXHIBIT CC

Check the appropriate box below:

- We did not change this sample:**
- We changed this sample and highlighted our changes**

Return a signed copy through one of the following methods:

- Upload to CNIPS in "Checklist Items"
- Fax to: 916-445-5731

INTERAGENCY AGREEMENT

This Interagency Agreement between the parties named below authorizes the school food authority (SFA) to claim reimbursement in the Child Nutrition Information and Payment System (CNIPS) for meals it serves to students enrolled in the recipient school or agency. Both parties agree that the recipient school or agency is listed as a site under the administering SFA's Permanent Single Agreement (PSA) with the California Department of Education (CDE) Nutrition Services Division (NSD) to operate the federal child nutrition programs.

Name of SFA: Anaheim Union High School District		
CNIPS ID: 02063	Vendor Number: 664300	
Name of Recipient School/Agency: Orange County Department of Education		
CNIPS ID (if applicable):	Vendor Number (if applicable):	
If the Recipient School/Agency was previously operating under the Permanent Single Agreement of another SFA, identify the full name of that SFA below.		
SFA:	CNIPS ID:	Vendor Number:

This Agreement begins on August 31, 2017 and ends on June 30, 2018.

The undersigned hereby agree to all terms and conditions of this Interagency Agreement:

Name and Title of SFA Official: Orlando R. Griego		Phone Number: 714-999-3560
Signature of SFA Official: <i>Orlando R. Griego</i>	Date: 08/29/17	Fax Number:
E-mail Address: griego_o@auhsd.us		
Name and Title of Recipient School or Agency Official: PATRICIA McCaughey, Administrator		Phone Number: 714-966-4085
Signature of Recipient School or Agency Official: <i>Patricia McCaughey</i>	Date: 9/30/2017	Fax Number: 714-668-7935
E-mail Address:		

This Interagency Agreement (hereinafter referred to as **Agreement**) executed in duplicate and entered into on August 29, 2017 between the **School Nutrition Program Sponsor**, hereinafter referred to as the **SFA**, and the **Recipient School District or Agency**, hereinafter referred to as **Recipient**, is created for the purpose of providing (check all that apply):

Lunches served under the:

- National School Lunch Program
- Seamless Summer Feeding Option
- Child and Adult Care Food Program
- Summer Food Service Program

Breakfasts served under the:

- School Breakfast Program
- Seamless Summer Feeding Option
- Child and Adult Care Food Program
- Summer Food Service Program

Snacks served under the:

- National School Lunch Program
- Child and Adult Care Food Program

Suppers served under the Child and Adult Care Food Program

Both parties hereby agree that:

- (1) If at any time the **Recipient** no longer meets the eligibility requirements to participate in the federal child nutrition programs (CNP), they will immediately notify the **SFA** and the **SFA** will drop the **Recipient** from participation under its PSA.
- (2) The **SFA** will represent the **Recipient** as the CNP sponsor and will claim reimbursement from the CDE for all meals served to OCDE DHH children enrolled in the **Recipient's** meal program(s) who are attending Mann Elementary School. The **SFA** will only claim reimbursement for complete meals or snacks served to students, according to each child's eligibility category, at the rate of one breakfast, lunch, and/or snack per child per day.

- (3) Once approved by the CDE, the term of this Agreement is one (1) year as indicated on the cover page. Either party may terminate this Agreement for cause with 10 days' written notice. The SFA will provide a written notice of termination to the CDE NSD.
- (4) The SFA will conduct the free and reduced-price meal application process, including the distribution, review, and approval of applications for sites belonging to the Recipient. The SFA will create and update the eligibility roster and provide current lists of students and their eligibility category to the Recipient as soon as possible after changes occur. Students who are not categorically approved to receive Free or Reduced Price Meals shall pay: \$3.00 for a full price lunch. There is no co-payment for Reduced Price lunches. All AESD schools are on Provision 2 at Breakfast and therefore, students are not required to pay for their meals. At the end of each month, the SFA will provide the Recipient with a report listing students who have a negative balance. If said balances have not been paid at the end of the school year, the Recipient shall pay the SFA for all unpaid balances. The SFA will provide the Recipient with a year-end report listing the total amount due for each student.
- (5) The SFA will perform the point-of-service meal counts; the SFA will ultimately be responsible for meal counts and claiming accountability.
- (6) The SFA will perform the required daily and monthly meal count edit checks.
- (7) The SFA will conduct the annual Verification process, as well as perform any necessary eligibility verifications for cause, and will notify the Recipient of its findings and any needed changes.
- (8) The SFA will assume responsibility for any overclaims identified during a review or audit, and reimburse the CDE accordingly.
- (9) The SFA will obtain CDE approval for this Agreement and then include, if necessary, all participating Recipient sites in its PSA with the CDE.
- (10) The SFA will provide meals that comply with the nutrition standards established by the U.S. Department of Agriculture (USDA).
- (11) The SFA will prepare meals and snacks in the AUHSD District Food Center kitchen located at 501 N. Crescent Way, Anaheim, CA. This preparation site will maintain the appropriate state and local health certifications for the facility. Meals will be heated and served at Mann Elementary School (Anaheim Elementary School District).
- (12) The SFA will provide all equipment necessary to prepare meals.
- (13) The SFA will provide all equipment necessary to transport meals and snacks to the Recipient.
- (14) All meals, including those for field trips, will be (choose one):
 - a. Transported from the SFA to the Recipient

Prepared meals will be available:

Breakfast: 7:25 – 8:00

Lunch: 11:30 – 12:15

Snacks: After school

- (15) The **SFA** will store all food, including USDA Foods.
- (16) Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.
- (17) The **SFA** will provide the necessary trays, dishes, utensils, straws, and napkins.
- (18) No later than one (1) week prior to the end of each month, the **SFA** will provide to the **Recipient** a monthly menu specifying the meals and snacks to be served the following month.
- (19) When the **Recipient** requests meals for field trips, the **SFA** will provide sack lunches that meet the meal pattern requirements. The **Recipient** must request sack lunches for field trips at least seven (7) working days in advance. The **SFA** and **Recipient** shall negotiate the delivery time for field trip sack lunches on a case-by-case basis. The cost per lunch will remain the same as for the regular lunch. The **Recipient** will be responsible for maintaining the appropriate temperature of lunches until served.
- (20) The gifting or exchange of USDA Foods is not permitted. Until students are served a meal or snack, all USDA Foods remain the property of the **SFA**.
- (21) The **Recipient** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of the **SFA**.
- (22) The **Recipient** will keep and maintain liability insurance, including extended coverage for product liability, in an amount no less than \$1,000,000 for each occurrence. The **Recipient** will provide the **SFA** with a certificate evidencing insurance in this amount, naming the **SFA** as an additional insured, and specifying that the coverage will not be canceled or modified without 30 days prior written notice to the **SFA**.
- (23) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of meals under the CNPs; including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by federal, state, and local authorities in accordance with applicable statutes and regulations.

- (24) All business and information relating to the execution of this Agreement and the services thereof, including kitchen visitations, will be conducted with the SFA's Director of Food Services.

CDE Use Only	
This Interagency Agreement is <input type="checkbox"/> Denied <input type="checkbox"/> Approved	
Name of Nutrition Services Division Representative	Title
Signature of Nutrition Services Division Representative	Date
Processing Steps: <input type="checkbox"/> Enter note in CNIPS _____ (Date) <input type="checkbox"/> Signed copy faxed to school or agency _____ (Date) <input type="checkbox"/> Original sent to permanent file _____ (Date)	

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

Quantity	Description
22	Bookshelves
11	Cabinets
57	Chairs
73	Chairs (Student)
404	Desks (Student)
9	Desks (Teacher)
43	Filing Cabinets
2	Podiums
31	Rolling Carts
21	Tables
8	Theater Seats

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

Quantity	Type of Equipment
1	A/V Equipment
22	Califone Headphones
66	Computers
1	Copier
11	DVD Players
1	Electronic Mixer
1	Envelope Seal
1	Freezer
48	Monitors
3	Printers
3	Projectors
1	Refrigerator
2	Sheet Stackers
1	Slide Projector
18	Stage Lights

1	Stove Top
4	Stoves
33	Televisions
1	Universal Timer
13	VCRs
2	Weight Machines

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

Description*	Quantity	Publication Date	General Condition	Reason for Disposition	Compliant with Current Instructional Standards (Yes or No) **
<i>Chemistry Books</i>					
Chemistry	1	Outdated	Fair	Obsolete	No To be sold
Prentice Hall Chemistry	37	Outdated	Fair	Obsolete	No To be sold
Virtual Chemistry	25	Outdated	Fair	Obsolete	No To be sold
<i>English Books</i>					
Collections 7	139	Outdated	Fair	Obsolete	No To be sold
Collections 8	195	Outdated	Fair	Obsolete	No To be sold
<i>Health Books</i>					
Glenco Health Audio Disk	4	Outdated	Fair	Obsolete	No To be sold
Glenco Health Exam Maker	3	Outdated	Fair	Obsolete	No To be sold
Glenco Health Student	578	Outdated	Fair	Obsolete	No To be sold
Glenco Health Teacher	11	Outdated	Fair	Obsolete	No To be sold
Glenco Health Teachers Materials	8	Outdated	Fair	Obsolete	No To be sold

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

Holt Rinehart Teachers Pak	1	Outdated	Fair	Obsolete	No To be sold
Personal Fitness	18	Outdated	Fair	Obsolete	No To be sold
<i>History Books</i>					
Modern World History	1	Outdated	Fair	Obsolete	No To be sold
<i>Library Books</i>					
21 st Century Spanish / English Dictionary	1	Outdated	Fair	Obsolete	No To be sold
Adventures of Huck Finn	1	Outdated	Fair	Obsolete	No To be sold
Animal Farm	2	Outdated	Fair	Obsolete	No To be sold
Compton's Encyclopedia	26	Outdated	Fair	Obsolete	No To be sold
Essential Student Thesaurus	12	Outdated	Fair	Obsolete	No To be sold
Intermediate Dictionary	1	Outdated	Fair	Obsolete	No To be sold
La Rousse Spanish / English Dictionary	1	Outdated	Fair	Obsolete	No To be sold
Longman Dictionary	1	Outdated	Fair	Obsolete	No To be sold
Longman Advanced Dictionary	34	Outdated	Fair	Obsolete	No To be sold
Miscellaneous Library Books	1161	Outdated	Fair	Obsolete	No To be sold

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

Night	16	Outdated	Fair	Obsolete	No To be sold
Of Mice and Men	4	Outdated	Fair	Obsolete	No To be sold
Oxford Dictionary	21	Outdated	Fair	Obsolete	No To be sold
Skimming and Scanning	27	Outdated	Fair	Obsolete	No To be sold
Spanish / English Dictionary	3	Outdated	Fair	Obsolete	No To be sold
The Pearl	2	Outdated	Fair	Obsolete	No To be sold
The Pigman	1	Outdated	Fair	Obsolete	No To be sold
To Kill a Mockingbird	54	Outdated	Fair	Obsolete	No To be sold
Webster's New World	1	Outdated	Fair	Obsolete	No To be sold
<i>Literature Books</i>					
Elements of Literature 3 rd	12	Outdated	Fair	Obsolete	No To be sold
Gold Prentice Literature English Learners TE	1	Outdated	Fair	Obsolete	No To be sold
Gold Prentice Literature Level Open Book	2	Outdated	Fair	Obsolete	No To be sold
Gold Prentice Literature Level Test	2	Outdated	Fair	Obsolete	No To be sold
Gold Prentice Literature Level Practice	1	Outdated	Fair	Obsolete	No To be sold

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

Gold Prentice Literature Level Reader's Companion	2	Outdated	Fair	Obsolete	No To be sold
Gold Prentice Literature Student	2	Outdated	Fair	Obsolete	No To be sold
Gold Prentice Literature Teachers Edition	3	Outdated	Fair	Obsolete	No To be sold
Gold Prentice Literature Teachers Resource	1	Outdated	Fair	Obsolete	No To be sold
Holt Literature	2	Outdated	Fair	Obsolete	No To be sold
Literature Timeless Voices	1	Outdated	Fair	Obsolete	No To be sold
Writing About Literature	31	Outdated	Fair	Obsolete	No To be sold
Math Books					
Algebra 1	1	Outdated	Fair	Obsolete	No To be sold
Algebra Readiness	2	Outdated	Fair	Obsolete	No To be sold
CA Standard Key Concept Algebra 1	84	Outdated	Fair	Obsolete	No To be sold
Geometry	1	Outdated	Fair	Obsolete	No To Be sold
Holt California Algebra 1	2	Outdated	Fair	Obsolete	No To be sold
Holt California Mathematics	12	Outdated	Fair	Obsolete	No To be sold
Integrated Math 1 Vol. 2	432	Outdated	Fair	Obsolete	No To be sold

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

Integrated Math 2 Vol. 2	140	Outdated	Fair	Obsolete	No To be sold
Mathematics Exploring World	20	Outdated	Fair	Obsolete	No To be sold
Pre-Algebra	66	Outdated	Fair	Obsolete	No To be sold
Standard Review Practice GEO	216	Outdated	Fair	Obsolete	No To be sold
Standard Review Practice Algebra 2	438	Outdated	Fair	Obsolete	No To be sold
<i>Misc. Books</i>					
Assessment Handbook	5	Outdated	Fair	Obsolete	No To be sold
Basic Unit Tests	49	Outdated	Fair	Obsolete	No To be sold
Biology Reading / Study Workbook	160	Outdated	Fair	Obsolete	No To be sold
Bon Voyage 1 TE	37	Outdated	Fair	Obsolete	No To be sold
Bon Voyage 2 TE	1	Outdated	Fair	Obsolete	No To be sold
Bon Voyage 3 TE	2	Outdated	Fair	Obsolete	No To be sold
Bon Voyage 1 TT	52	Outdated	Fair	Obsolete	No To be sold

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

Bon Voyage 2 TT	30	Outdated	Fair	Obsolete	No To be sold
Bon Voyage L 1	74	Outdated	Fair	Obsolete	No To be sold
Bon Voyage L 1 Workbook	38	Outdated	Fair	Obsolete	No To be sold
Bon Voyage L 2	56	Outdated	Fair	Obsolete	No To be sold
Bon Voyage L 2 Workbook	1	Outdated	Fair	Obsolete	No To be sold
Bon Voyage L 3	37	Outdated	Fair	Obsolete	No To be sold
Bon Voyage L 3 Student Edition	1	Outdated	Fair	Obsolete	No To be sold
Bon Voyage L 3 Workbook	1	Outdated	Fair	Obsolete	No To be sold
Bon Voyage Student Edition	1	Outdated	Fair	Obsolete	No To be sold
Born Free	1	Outdated	Fair	Obsolete	No To be sold
Brief Writers Handbook	1	Outdated	Fair	Obsolete	No To be sold
CA Lesson Plan	1	Outdated	Fair	Obsolete	No To be sold
CA Standard Practice Workbook	280	Outdated	Fair	Obsolete	No To be sold
Cahsee Power	8	Outdated	Fair	Obsolete	No To be sold
Carlos Comes To The Lakeside TE	2	Outdated	Fair	Obsolete	No To be sold

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

Close Reader	1302	Outdated	Fair	Obsolete	No To be sold
DPI	85	Outdated	Fair	Obsolete	No To be sold
Economics	11	Outdated	Fair	Obsolete	No To be sold
ELL Comp Measure Up	12	Outdated	Fair	Obsolete	No To be sold
ELL Comp Measure Up Content	12	Outdated	Fair	Obsolete	No To be sold
En Bonne Forme	12	Outdated	Fair	Obsolete	No To be sold
Great American Stories 2	2	Outdated	Fair	Obsolete	No To be sold
High Point	3	Outdated	Fair	Obsolete	No To be sold
High Point Assessment A	1	Outdated	Fair	Obsolete	No To be sold
High Point Basics	100	Outdated	Fair	Obsolete	No To be sold
High Point Basics TE	7	Outdated	Fair	Obsolete	No To be sold
High Point Book L.P.	1	Outdated	Fair	Obsolete	No To be sold
High Point CD	9	Outdated	Fair	Obsolete	No To be sold
High Point Diagnostics	89	Outdated	Fair	Obsolete	No To be sold
High Point Grammar Practice	41	Outdated	Fair	Obsolete	No To be sold

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

High Point Language CD	2	Outdated	Fair	Obsolete	No To be sold
High Point Language Practice Book	15	Outdated	Fair	Obsolete	No To be sold
High Point Level A	39	Outdated	Fair	Obsolete	No To be sold
High Point Level A TE	7	Outdated	Fair	Obsolete	No To be sold
High Point Level B	101	Outdated	Fair	Obsolete	No To be sold
High Point Level B Instructor Kit	1	Outdated	Fair	Obsolete	No To be sold
High Point Level B Practice Book	58	Outdated	Fair	Obsolete	No To be sold
High Point Level B TE	3	Outdated	Fair	Obsolete	No To be sold
High Point Level C	58	Outdated	Fair	Obsolete	No To be sold
High Point Level C Instructor Kit	1	Outdated	Fair	Obsolete	No To be sold
High Point R.P.	1	Outdated	Fair	Obsolete	No To be sold
High Point R.P. TE	3	Outdated	Fair	Obsolete	No To be sold
High Point Unit Test	2	Outdated	Fair	Obsolete	No To be sold
Listen and Learn	2	Outdated	Fair	Obsolete	No To be sold
Look I Can Talk	33	Outdated	Fair	Obsolete	No To be sold

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

Measuring Up	133	Outdated	Fair	Obsolete	No To be sold
Measuring Up Exit Level	222	Outdated	Fair	Obsolete	No To be sold
Measuring Up Exit Level Red	59	Outdated	Fair	Obsolete	No To be sold
Modern Biology	1	Outdated	Fair	Obsolete	No To be sold
New Vistas Student	17	Outdated	Fair	Obsolete	No To be sold
Prepping for Cahsee	438	Outdated	Fair	Obsolete	No To be sold
Reading Basic Transparencies	1	Outdated	Fair	Obsolete	No To be sold
Teachers Guide	3	Outdated	Fair	Obsolete	No To be sold
The Closer	1	Outdated	Fair	Obsolete	No To be sold
Write On Track	45	Outdated	Fair	Obsolete	No To be sold
Write Source	75	Outdated	Fair	Obsolete	No To be sold
Writers Desk Reference	1	Outdated	Fair	Obsolete	No To be sold
<i>Reading and Grammar Books</i>					
Basic Grammar In Use	1	Outdated	Fair	Obsolete	No To be sold
Focus on Grammar	106	Outdated	Fair	Obsolete	No To be sold

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

Focus on Grammar Level 2	9	Outdated	Fair	Obsolete	No To be sold
Focus on Grammar Level 3	17	Outdated	Fair	Obsolete	No To be sold
Focus on Grammar Level 4	62	Outdated	Fair	Obsolete	No To be sold
Read All About It	24	Outdated	Fair	Obsolete	No To be sold
Reading Explorer 3	24	Outdated	Fair	Obsolete	No To be sold
Tales From Many Cultures	14	Outdated	Fair	Obsolete	No To be sold
Tales of Courage	21	Outdated	Fair	Obsolete	No To be sold
Worlds Together	34	Outdated	Fair	Obsolete	No To be sold
Science Books					
Focus On Life Science	44	Outdated	Fair	Obsolete	No To be sold
Focus on Physical Science	1	Outdated	Fair	Obsolete	No To be sold
Integrated Science	219	Outdated	Fair	Obsolete	No To be sold
Integrated Science Practice Workbook	213	Outdated	Fair	Obsolete	No To be sold
Integrated Science Teachers Materials	4	Outdated	Fair	Obsolete	No To be sold
Science Text	19	Outdated	Fair	Obsolete	No To be sold

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<i>Spanish Books</i>					
Aberiendo Paso	16	Outdated	Fair	Obsolete	No To be sold
Avancemos Spanish 1	108	Outdated	Fair	Obsolete	No To be sold
Dime' Dos	1	Outdated	Fair	Obsolete	No To be sold
Entre Mundos	60	Outdated	Fair	Obsolete	No To be sold
Exploring Spanish	313	Outdated	Fair	Obsolete	No To be sold
Nuevas Vistas	1	Outdated	Fair	Obsolete	No To be sold
Realidades	116	Outdated	Fair	Obsolete	No To be sold
Realidades Alternate	4	Outdated	Fair	Obsolete	No To be sold
Realidades Assessment	3	Outdated	Fair	Obsolete	No To be sold
Realidades ASW / Transparencias	2	Outdated	Fair	Obsolete	No To be sold
Realidades Com Test Bank	2	Outdated	Fair	Obsolete	No To be sold
Realidades DVD	2	Outdated	Fair	Obsolete	No To be sold
Realidades Fine Art Transparencias	5	Outdated	Fair	Obsolete	No To be sold
Realidades Guided Practice	2	Outdated	Fair	Obsolete	No To be sold

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

Realidades Placement Package	2	Outdated	Fair	Obsolete	No To be sold
Realidades Practice Workbook	147	Outdated	Fair	Obsolete	No To be sold
Realidades Pre AP	2	Outdated	Fair	Obsolete	No To be sold
Realidades Quiz	4	Outdated	Fair	Obsolete	No To be sold
Realidades Reading & Writing	2	Outdated	Fair	Obsolete	No To be sold
Realidades Teachers Edition	2	Outdated	Fair	Obsolete	No To be sold
Realidades Teachers Materials	3	Outdated	Fair	Obsolete	No To be sold
Realidades Teachers Resources	1	Outdated	Fair	Obsolete	No To be sold
Realidades Vocabulary	3	Outdated	Fair	Obsolete	No To be sold
Realidades Writing	1	Outdated	Fair	Obsolete	No To be sold
Realidades Writing Audio	88	Outdated	Fair	Obsolete	No To be sold
Realidades 2	99	Outdated	Fair	Obsolete	No To be sold
Realidades 2 Alternative	1	Outdated	Fair	Obsolete	No To be sold
Realidades 2 Assessment	3	Outdated	Fair	Obsolete	No To be sold
Realidades 2 Computer Test	2	Outdated	Fair	Obsolete	No To be sold

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Realidades 2 Guided Practice	2	Outdated	Fair	Obsolete	No To be sold
Realidades 2 Heritage	1	Outdated	Fair	Obsolete	No To be sold
Realidades 2 Lecturas	1	Outdated	Fair	Obsolete	No To be sold
Realidades 2 Practice Workbook	2	Outdated	Fair	Obsolete	No To be sold
Realidades 2 Teachers Edition	1	Outdated	Fair	Obsolete	No To be sold
Realidades 2 Teachers Express	1	Outdated	Fair	Obsolete	No To be sold
Realidades 2 Teachers Materials	1	Outdated	Fair	Obsolete	No To be sold
Realidades 2 Teachers Resources	3	Outdated	Fair	Obsolete	No To be sold
Realidades 2 TPR Stories	2	Outdated	Fair	Obsolete	No To be sold
Realidades 2 Vocabulary	1	Outdated	Fair	Obsolete	No To be sold
Realidades 2 Writing Audio	9	Outdated	Fair	Obsolete	No To be sold
Realidades 3	140	Outdated	Fair	Obsolete	No To be sold
Realidades 3 Assessment	1	Outdated	Fair	Obsolete	No To be sold
Realidades 3 Practice Workbook	336	Outdated	Fair	Obsolete	No To be sold
Realidades 3 Resource Book	2	Outdated	Fair	Obsolete	No To be sold

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

Realidades 3 Teachers 1 on 1	2	Outdated	Fair	Obsolete	No To be sold
Realidades 3 Teachers Express	1	Outdated	Fair	Obsolete	No To be sold
Realidades 3 Transparencies	1	Outdated	Fair	Obsolete	No To be sold
Temas	6	Outdated	Fair	Obsolete	No To be sold
Tu Mundo	120	Outdated	Fair	Obsolete	No To be sold
Various Spanish Books – Samples	52	Outdated	Fair	Obsolete	No To be sold
*Books have been viewed by the Education Division and deemed unusable, obsolete, and/or out-of-date, damaged, and ready for sale, or destruction.					**If not sold, will be destroyed

ANAHEIM UHSD

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L64R0484	4 WARD DESIGN INC	1,320.00	1,320.00	0150231081 5810	ADMIN/ELECTRIC/MO / NON-INSTRUCTIONAL
L64A0104	A GOOD SIGN AND GRAPHICS COMPA	34,200.00	17,100.00	0120230081 5610	ANAHEIM/GENERAL/MO / REPAIRS/MAINT - O/S
L64R0389	A Z BUS SALES INC.	79,405.47	17,100.00	0125230081 5610	KA/GENERAL/MO / REPAIRS/MAINT - O/S SERVICE
			58,075.17	0113113036 4320	TRANS/REG-ED/TRANSPORTATION / OTHER
			21,330.30	0113113036 4410	TRANS/REG-ED/TRANSPORTATION / EQUIPMENT
L64R0453	AARDVARK CLAY AND SUPPLIES INC	482.55	482.55	0124005010 4310	LOARA/ART/INSTR / INSTRUCTIONAL MATL &
L64R0462	AARDVARK CLAY AND SUPPLIES INC	506.43	506.43	0128005010 4310	CY/ART/INSTR / INSTRUCTIONAL MATL &
L64X0370	AARDVARK CLAY AND SUPPLIES INC	600.00	600.00	0121005010 4310	WESTERN/ART/INSTR / INSTRUCTIONAL MATL &
L64A0084	ABACU MARTINEZ AND PATRICIA CE	327.42	327.42	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
L64A0085	ABACU MARTINEZ AND PATRICIA CE	558.54	558.54	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
L64R0373	ACCURATE LABEL DESIGNS INC.	235.99	235.99	0122140027 4320	MA/SCH.ADM / OTHER OFFICE/MISC SUPPLIES
L64C0031	ACT	300.00	300.00	0152152030 4310	PUPIL TEST/TEST / INSTRUCTIONAL MATL &
L64R0487	ADA SPORTS BADMINTON AND TENNI	577.92	577.92	0125027010 4310	KA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
L64T0127	ADORAMA	29.09	29.09	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
L64T0132	ADORAMA	14,443.18	1,896.50	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
L64T0133	ADORAMA	2,986.81	12,546.68	0125393010 4410	KA/VEA-2B/INSTR / EQUIPMENT -
L64S0029	ADVANTAGE WEST INVESTMENT ENTE	13,287.90	1,318.84	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
L64S0034	ADVANTAGE WEST INVESTMENT ENTE	10,589.67	1,667.97	0125393010 4410	KA/VEA-2B/INSTR / EQUIPMENT -
L64S0035	ADVANTAGE WEST INVESTMENT ENTE	10,589.67	13,287.90	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
L64X0369	ADVANTAGE WEST INVESTMENT ENTE	10,000.00	10,589.67	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
L64R0394	AERIES SOFTWARE INC	1,800.00	10,589.67	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
L64A0080	AG DESIGN INC	3,800.00	10,000.00	01112221081 4347	OPERATIONS - CUSTODIAL / OPERATIONS
L64A0081	AG DESIGN INC	5,500.00	1,800.00	0117469021 5805	ED/EDUCATOR EFFECTIVENESS/SUPR /
			3,800.00	0150230081 5610	ADMIN/GENERAL/MO / REPAIRS/MAINT - O/S
			5,500.00	0127230081 5810	KE/GENERAL/MO / NON-INSTRUCTIONAL PROF

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L64A0105	AG DESIGN INC	199,500.00	199,500.00	4150731185 6212	DO/BOND MOD/AQUATIC / PLANNING -
L64R0361	ALL AMERICAN SIGN COMPANY INC	3,547.63	3,547.63	0144000010 4410	LEX/INSTR / EQUIPMENT - NON-CAPITALIZED
L64X0371	ALL AMERICAN TROPHY ENGRAVING	3,500.00	3,500.00	0153000921 4320	SP PROG/LCFF (EIA)/SUPRV INSTR / OTHER
L64R0415	ALL PRO SOUND	3,532.04	1,646.41 1,885.63	0123007010 4310 0123007010 4410	SA/INS MUS/INSTR / INSTRUCTIONAL MATL & SA/INS MUS/INSTR / EQUIPMENT -
L64C0015	AMERICAN FENCE COMPANY INC	1,097.20	1,097.20	4520727085 6274	ORANGE/NEIGHBORHOOD DEVE/FAC A /
L64R0357	AMTECH ELEVATOR SERVICES	1,200.00	1,200.00	0144230081 5610	LEX/GENERAL/MO / REPAIRS/MAINT - O/S
L64R0380	ANSMAR PUBLISHERS INC.	2,598.92	2,598.92	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64T0096	APPLE INC	10,570.70	10,570.70	0117432010 4310	CTE INCENTIVE GRANT/INST / INSTRUCTIONAL
L64T0110	APPLE INC	852.35	852.35	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
L64T0125	APPLE INC	773.42	273.42 500.00	0119283011 4310 0119283011 4410	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES SYS/INSTR / EQUIPMENT - NON-CAPITALIZED
L64T0137	APPLE INC	159.47	159.47	0128025040 4310	CY/ASB/ANCIL / INSTRUCTIONAL MATL &
L64S0030	ARCMATE MANUFACTURING CORP.	2,618.33	2,618.33	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
L64A0106	ARTIANO SHINOFF	350,000.00	350,000.00	0104104072 5821	CERT HR/GENL ADM / LEGAL FEES
L64R0381	ATTAINMENT CO. INC.	3,707.23	3,707.23	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64A0107	AUGUSTIN EGELSEE LLP	6,250.00	6,250.00	0119283021 5821	SYS/SUPV INST / LEGAL FEES
L64A0082	AVID CENTER	47,928.00	47,928.00	0153381010 5310	SP PR ADM/ECIA1/INSTR / DUES AND
L64T0124	B AND H PHOTO VIDEO INC	5,441.60	2,162.01 3,279.59	0125393010 4310 0125393010 4410	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL & KA/VEA-2B/INSTR / EQUIPMENT -
L64T0131	B AND H PHOTO VIDEO INC	225.20	225.20	0117432010 4310	CTE INCENTIVE GRANT/INST / INSTRUCTIONAL
L64C0024	B AND M LAWN AND GARDEN INC	1,056.06	1,056.06	0111222081 4410	OPERATIONS - GROUNDS / EQUIPMENT -
L64R0402	B AND M LAWN AND GARDEN INC	1,454.50	1,454.50	0111222081 4410	OPERATIONS - GROUNDS / EQUIPMENT -
L64R0438	BACH COMPANY, THE	424.25	424.25	0128261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONAL
L64R0449	BACH COMPANY, THE	514.14	514.14	0120024010 4310	ANAHEIM/MATH/INSTR / INSTRUCTIONAL MATL

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L64R0379	BARKSHIRE LASER LEVELLING INC	1,600.00	1,600.00	0122222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
L64R0396	BARNES AND NOBLE	517.20	517.20	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0397	BARNES AND NOBLE	2,045.10	2,045.10	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0419	BARNES AND NOBLE	1,163.70	1,163.70	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0489	BARNES AND NOBLE	289.11	289.11	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
L64T0154	BCT ENTERTAINMENT	3,521.78	3,521.78	0121000910 4410	WE/LCFF-CONCENTRATION/INSTR / EQUIPMENT
L64T0101	BIOMETRICS4ALL INC	1,203.84	601.92	0104104072 5610	CERT HR/GENL ADM / REPAIRS/MAINT - O/S
			601.92	0105105072 5610	CLASS HR/GENL ADM / REPAIRS/MAINT - O/S
L64R0466	BLICK ART MATERIALS LLC	54.30	54.30	0128005010 4310	CY/ART/INSTR / INSTRUCTIONAL MATL &
L64R0436	BOBCAT OF LOS ANGELES INC	1,340.31	1,340.31	0111222081 4410	OPERATIONS - GROUNDS / EQUIPMENT -
L64R0448	BOOK SYSTEMS INC	38.40	38.40	0128000024 4315	CY / L M T / LIBRARY/MEDIA/TECH SUPPLIES
L64R0363	BSN SPORTS	1,842.76	1,842.76	0132054010 4310	OR/AFTER SCHOOL CAR/INSTR / INSTRUCTIONAL
L64R0374	BSN SPORTS	51.72	51.72	0138054040 4310	BALL/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
L64R0474	BSN SPORTS	2,456.71	2,456.71	0135054040 4310	DALE/AFTSCHL/ANCIL / INSTRUCTIONAL MATL &
L64R0437	BSN SPORTS LLC	302.56	302.56	0120027010 4310	ANAHEIM/PHYS ED/INSTR / INSTRUCTIONAL MA
L64R0369	BUYSHADE.COM	2,078.64	2,078.64	0128801340 4410	ASB/ATHLETICS - GENERAL / EQUIPMENT -
L64T0102	C.I. BUSINESS EQUIPMENT INC	430.50	430.50	0107107072 5610	ACCTG /GENL ADM / REPAIRS/MAINT - O/S
L64M0026	CAL BUILDING SYSTEMS INC	10,560.00	10,560.00	0127231081 5610	KE/ELECTRIC/MO / REPAIRS/MAINT - O/S SERVI
L64R0435	CAL BUILDING SYSTEMS INC	390.00	390.00	0127230081 5610	KE/GENERAL/MO / REPAIRS/MAINT - O/S SERVI
L64R0483	CAL BUILDING SYSTEMS INC	390.00	390.00	0142230081 5610	OXFORD/GENERAL/MO / REPAIRS/MAINT - O/S
L64R0339	CARNEGIE LEARNING INC.	1,179.65	1,179.65	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0340	CARNEGIE LEARNING INC.	399.00	399.00	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0341	CARNEGIE LEARNING INC.	991.63	991.63	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0342	CARNEGIE LEARNING INC.	52.04	52.04	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE

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L64R0343	CARNEGIE LEARNING INC.	1,301.08	1,301.08	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0344	CARNEGIE LEARNING INC.	2,567.47	2,567.47	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0345	CARNEGIE LEARNING INC.	2,081.73	2,081.73	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0346	CARNEGIE LEARNING INC.	3,053.20	3,053.20	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0347	CARNEGIE LEARNING INC.	1,734.78	1,734.78	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0348	CARNEGIE LEARNING INC.	1,066.73	1,066.73	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0488	CAROLINA BIOLOGICAL SUPPLY CO.	1,192.58	1,192.58	0137032010 4310	SY/GEN SCI/INSTR / INSTRUCTIONAL MATL &
L64R0364	CENGAGE LEARNING	4,006.96	4,006.96	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0365	CENGAGE LEARNING	12,038.37	12,038.37	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0366	CENGAGE LEARNING	1,761.71	1,761.71	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0368	CENGAGE LEARNING	2,055.33	2,055.33	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0375	CENGAGE LEARNING	2,202.14	2,202.14	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64T0108	CENGAGE LEARNING	4,300.00	4,300.00	0128000910 4210	CY/LCFF-CONCENTRATION/INSTR / BOOKS AND
L64T0141	CENGAGE LEARNING - GALE	2,626.50	2,626.50	0127000010 5880	KE/INSTR / OTHER OPERATING EXPENSES
L64T0099	CI SOLUTIONS	13,780.98	8,937.62	0113113036 4320	TRANS/REG-ED/TRANSPORTATION / OTHER
			4,843.36	0113113036 4410	TRANS/REG-ED/TRANSPORTATION / EQUIPMENT
L64R0451	CIF SOUTHERN SECTION	1,210.00	1,210.00	0125000010 5310	KA/INSTR / DUES AND MEMBERSHIPS
L64R0469	CIF SOUTHERN SECTION	1,210.00	1,210.00	0122028010 5310	MA/ATHLET/INSTR / DUES AND MEMBERSHIPS
L64R0478	CIF SOUTHERN SECTION	830.00	830.00	0120028040 5310	AN/ATHLET/ANCILLARY / DUES AND
L64R0367	CIF STATE OFFICE	1,430.80	1,430.80	0123028010 5310	SA/ATHLET/INSTR / DUES AND MEMBERSHIPS
L64R0450	CIF STATE OFFICE	1,928.66	1,928.66	0125000010 5310	KA/INSTR / DUES AND MEMBERSHIPS
L64R0430	CITY OF ANAHEIM	5,459.63	5,459.63	0172172083 5810	SAFE SCHOOLS / NON-INSTRUCTIONAL PROF
L64R0486	COLLINS BUSINESS EQUIPMENT	1,015.01	1,015.01	0119283039 5610	SYS/OTHER PUPIL / REPAIRS/MAINT - O/S
L64R0376	COMPLETE OFFICE OF CA	803.41	803.41	0127140027 4320	KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES

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L64S0031	COMPLETE OFFICE OF CA	6,151.45	6,151.45	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
L64R0470	COUNTY CIRCUIT BREAKERS	1,185.25	134.69	0140231081 4310	SOUTH/ELECTRIC/MO / INSTRUCTIONAL MATL & SOUTH/ELECTRIC/MO / EQUIPMENT -
L64X0365	COUSIN'S CONCERT ATTIRE	1,172.00	1,050.56	0140231081 4410	
L64C0016	CULVER NEWLIN	2,633.41	1,172.00	0121008010 4310	WESTERN/VOC MUSIC/INSTR / INSTRUCTIONAL
L64R0447	CYPRESS COLLEGE	2,452.39	2,633.41	0127400010 4410	KE/MANDATED 1-TIME FUNDS/INSTR / EQUIPME
L64X0358	CYPRESS HS	9,800.00	2,452.39	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64M0020	DAVE BANG ASSOCIATES INC	7,015.25	9,800.00	0128028010 5810	CY/ATHLET/INSTR / NON-INSTRUCTIONAL PROF
L64R0401	DAWN SIGN PRESS	9,155.64	7,015.25	0137230081 5610	SY/GENERAL/MO / REPAIRS/MAINT - O/S SERVI
L64T0107	DBQ PROJECT, THE	750.00	9,155.64	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0442	DEMCO INC	564.50	750.00	0135381010 4210	DALE/ECIA/INSTR / BOOKS AND REFERENCE
L64R0468	DEMCO INC	173.17	564.50	0125000024 4315	KA/L M T / LIBRARY/MEDIA/TECH SUPPLIES
L64R0490	DIVISION OF THE STATE ARCHITEC	48,112.95	173.17	0140001024 4315	LIBRARY / LIBRARY/MEDIA/TECH SUPPLIES
L64R0482	EBERHARD EQUIPMENT	4,335.02	48,112.95	2425731185 6210	KA/BOND SERIES 2015 - MEAS H / PLANNING - DS.
L64C0021	ECONOMY RENTALS INC	500.00	4,335.02	0111222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
L64R0388	EMC PUBLISHING CORP	374.37	500.00	0138000910 5620	BA/LCFF-CONCENTRATION/INSTR /
L64R0409	ESAFETY SUPPLIES INC	143.49	374.37	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0398	ETR ASSOCIATES	813.46	143.49	0138000910 4310	BA/LCFF-CONCENTRATION/INSTR /
L64S0028	FACILITY SOLUTIONS GROUP INC.	11,530.81	813.46	0117469010 4210	ED DIV/EDUCATOR EFFECT/INSTR / BOOKS AND
L64R0371	FIVE STAR RUBBER STAMP INC	247.27	11,530.81	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
L64A0087	FOCUSED FITNESS LLC	1,500.00	247.27	0161140027 4320	IND STUDY/SCHOOL ADMINISTRATIO / OTHER
L64T0105	FORMAX	1,640.00	1,500.00	0115115010 5805	EDUCATION/INSTR / INSTRUCTIONAL PROF
L64R0445	FULL SOURCE LLC	245.14	1,640.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVI
L64R0459	G M BUSINESS INTERIORS	396.52	245.14	0135000010 4310	DALE/INSTR / INSTRUCTIONAL MATL & SUPPLIE
			396.52	0127400010 4320	KE/MANDATED 1-TIME FUNDS/INSTR / OTHER

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L64C0020	GARY'S RADIATOR SERVICE	808.13	808.13	0179113036 5610	GARAGE/TRANS-REG ED/TRANSPORT /
L64M0022	GIANNELLI ELECTRIC INC.	2,920.00	2,920.00	2528710085 6274	CY/DEV FEES/ACQ / CONSTRUCTION - OTHER
L64S0032	GLASBY MAINTENANCE SUPPLY CO.	420.66	420.66	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
L64T0146	GOOGLE APPS EXPERTS INC	875.00	875.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
L64R0429	GOPHER SPORTS EQUIPMENT	611.96	611.96	0119276519 4310	MOD-ADAP PE/SE OTHER/SEV / INSTRUCTIONAL
L64M0023	GREAT SCOTT TREE SERVICE INC	21,700.00	5,815.00	0141222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
			11,255.00	0142222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
			4,630.00	0147222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
L64R0421	GUITAR CENTER	118.50	118.50	0115115021 4320	EDUCATION/SUPV INST / OTHER OFFICE/MISC
L64R0460	GUITAR CENTER	517.09	517.09	0120102210 4310	AN/INNOVATION GRANT/INSTR / INSTRUCTIONA
L64A0083	HANOVER RESEARCH COUNCIL	40,000.00	40,000.00	0153381021 5810	SP PR ADM/ECIA1/SUPV INST /
L64R0481	HARDY INC, CHARLES G	5,195.41	5,195.41	0110233081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64X0376	HARDY INC, CHARLES G	5,000.00	5,000.00	0110233081 4355	MAINTENANCE/MO / MAINTENANCE SUPPLIES
L64T0103	HEWLETT PACKARD COMPANY	349.40	349.40	0117432010 4310	CTE INCENTIVE GRANT/INST / INSTRUCTIONAL
L64T0111	HEWLETT PACKARD COMPANY	34.94	34.94	0119283011 4310	SYS/INSTR / INSTRUCTIONAL MATL & SUPPLIES
L64R0431	HOUGHTON MIFFLIN HARCOURT	296.85	296.85	0128261012 4310	SE RES SP(RSP)/SE RES SP/NSV / INSTRUCTIONA
L64R0432	HOUGHTON MIFFLIN HARCOURT	406.71	406.71	0120261012 4310	SE RES SP(RSP)/SE RES SP/NSV / INSTRUCTIONA
L64R0433	HOUGHTON MIFFLIN HARCOURT	203.35	203.35	0120252011 4310	ANA/MILD MODERATE/SE SEP CL/NS /
L64R0461	HOUGHTON MIFFLIN HARCOURT	406.71	135.57	0128257011 4310	SEVER HDCP/SE SEP CL/SEV / INSTRUCTIONAL
			135.57	0128257511 4310	EMOTION DISTRB/SE SEP CL/SEV /
			135.57	0128272511 4310	AUTISM/SE SEP CL/SEV / INSTRUCTIONAL MATL
L64R0477	HOUGHTON MIFFLIN HARCOURT	203.35	67.79	0134251511 4310	LEARN HDCP S/SE SEP CL/NSV / INSTRUCTIONA
			67.78	0134252011 4310	WA/MILD MODERATE/SE SEP CL/NSV /
			67.78	0134261012 4310	SE RES SP(RSP)/SE RES SP/NSV / INSTRUCTIONA
L64R0355	ICS SERVICE CO.	2,056.43	2,056.43	0124231081 5610	LOARA/ELECTRIC/MO / REPAIRS/MAINT - O/S

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L64R0400	ICS SERVICE CO.	1,017.48	1,017.48	0140231081 5610	SOUTH/ELECTRIC/MO / REPAIRS/MAINT - O/S
L64T0152	IDENTICARD SYSTEMS WORLDWIDE I	973.42	973.42	0104104072 4320	CERT HR/GENL ADM / OTHER OFFICE/MISC
L64T0150	IDMS INC.	359.95	359.95	0107107072 4320	ACCTG/GENL ADM / OTHER OFFICE/MISC
L64T0151	IDMS INC.	177.15	177.15	0107107072 4320	ACCTG/GENL ADM / OTHER OFFICE/MISC
L64T0138	INGENUITY WORKS INC	450.00	450.00	0168000010 5880	GI SOUTH/INSTR / OTHER OPERATING EXPENSES
L64R0472	INSPECTION RESOURCES	11,535.00	11,535.00	2427731185 6209	KE/BOND SERIES 2015 - MEAS H /
L64T0147	INTELESYSONE INC.	753.66	753.66	0127400010 4320	KE/MANDATED 1-TIME FUNDS/INSTR / OTHER
L64T0136	IXL	249.00	249.00	0128272511 5880	AUTISM/SE SEP CL/SEV / OTHER OPERATING
L64X0367	J.W. PEPPER AND SON INC.	250.00	250.00	0140008010 4310	SOUTH/VOC MUSIC/INSTR / INSTRUCTIONAL MA
L64M0028	JM AND J CONTRACTORS	4,400.00	4,400.00	2425731185 6270	KA/BOND SERIES 2015 - MEAS H / MAIN BUILDING
L64M0029	JM AND J CONTRACTORS	14,700.00	14,700.00	2425731185 6270	KA/BOND SERIES 2015 - MEAS H / MAIN BUILDING
L64R0424	JM AND J CONTRACTORS	750.00	750.00	2542710085 6240	OXFORD/DEVELOPER FEES/FAC ACQ /
L64R0378	JOHNSON CONTROLS	5,806.00	5,806.00	01102335081 5610	MAINTENANCE/HVAC/MO / REPAIRS/MAINT - O/S
L64R0434	KAP7 INC	350.00	350.00	0123908050 4310	SAV/USE OF FAC/ATHLETICS / INSTRUCTIONAL
L64R0405	KEENAN ASSOCIATES	5,525.00	5,525.00	6800680060 5890	WORKERS COMP/ENTERP / CLAIMS - WORKERS
L64R0422	LIBRARY STORE, THE	80.14	80.14	0125000024 4315	KA/L M T / LIBRARY/MEDIA/TECH SUPPLIES
L64X0373	LOARA ASB	14,000.00	14,000.00	0124028040 5810	LOARA/ATHLET/ANCILLARY /
L64R0416	LONE STAR PERCUSSION	4,148.38	4,148.38	0123007010 4410	SA/INS MUS/INSTR / EQUIPMENT -
L64R0454	LOS ANGELES FREIGHTLINER INC	739.34	739.34	0179113536 4376	GARAGE/TRANS-SP ED/TRANSP / TRANS
L64X0362	LUCYS LAUNDRY ANAHEIM	1,200.00	1,200.00	0128028081 5560	CY/ATHLET/INSTR / LAUNDRY
L64X0364	LUCYS LAUNDRY ANAHEIM	800.00	800.00	0121028081 5560	WESTERN/ATHL/FIELDMAN SUPP / LAUNDRY
L64S0033	MAINTEX INC.	862.00	862.00	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
L64R0404	MC GRAW HILL EDUCATION INC.	1,432.97	1,432.97	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64T0117	MC GRAW HILL EDUCATION INC.	210.00	210.00	0144272511 5880	LEXINGTON/AUTISM/SE SEP CL/SEV / OTHER

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L64R0480	MD INSTALLATIONS INT'L INC.	965.00	965.00	0108108077 5610	INFO SYSTEM/DP / REPAIRS/MAINT - O/S SERVICE
L64R0417	MUSIC AND ARTS CENTERS	73.18	73.18	0128000010 4310	CY/INSTR / INSTRUCTIONAL MATL & SUPPLIES
L64X0372	MUSIC AND ARTS CENTERS	500.00	500.00	0132901010 4310	OR/LOCAL GRANT/INSTR / INSTRUCTIONAL MAT
L64T0134	NZY LLC	79.00	79.00	0132257011 5880	SEVER HDCP/SE SEP CL/SEV / OTHER OPERATING
L64R0463	NASCO	1,500.55	1,500.55	0127393010 4310	KE/VEA-2B/INSTR / INSTRUCTIONAL MATL &
L64R0467	NASCO	110.34	110.34	0140009010 4310	SOUTH/PHOTO/INSTR / INSTRUCTIONAL MATL &
L64R0418	NATIONAL BALSA	680.61	680.61	0127005010 4310	KE/ART/INSTR / INSTRUCTIONAL MATL &
L64R0476	NCS PEARSON INC.	955.50	955.50	0119271519 4310	SPEECH & LANG/SE OTHER/NSEV /
L64A0077	OC HUMAN RELATIONS COUNCIL	5,000.00	5,000.00	0153399210 5805	TITLE II/IMP TCH QUAL/SERVITE / INSTRUCTIONAL
L64R0391	OCDE	225.00	225.00	0153381521 5210	ECIA-I/PROFESSIONAL DEVELOP / TRAVEL AND
L64R0392	OCDE	2,735.00	2,735.00	0117469021 5210	ED/EDUCATOR EFFECTIVENESS/SUPR / TRAVEL
L64R0408	OFFICE DEPOT	69.26	69.26	0122140027 4320	MA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
L64R0443	ORANGE COUNTY TRANSIT AUTHORIT	10,155.50	10,155.50	0172000810 5880	SAFE SCHL/LCFF/INSTR / OTHER OPERATING
L64R0471	ORANGE COUNTY WINDUSTRIAL	434.06	434.06	0137140027 4320	SY/SCH ADM / OTHER OFFICE/MISC SUPPLIES
L64R0377	ORANGE LEAGUE, THE	1,750.00	1,750.00	0122028010 5310	MA/ATHLET/INSTR / DUES AND MEMBERSHIPS
L64T0114	ORANGESCAPE INC	4,100.00	4,100.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
L64R0358	ORRAVAN MECHANICAL	900.00	480.00	0124235081 5610	LOARA/HVAC/MO / REPAIRS/MAINT - O/S
L64R0423	ORRAVAN MECHANICAL	960.00	210.00	0125235081 5610	KA/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
L64T0144	PATHWAY COMMUNICATIONS LTD	641.00	210.00	0137235081 5610	SY/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
L64T0120	PC AND MACEXCHANGE	1,345.80	960.00	0141235081 5610	GI WEST/HVAC/MO / REPAIRS/MAINT - O/S
L64T0135	PC AND MACEXCHANGE	1,345.80	641.00	0144037010 4410	LEX/SOC SCI/INSTR / EQUIPMENT -
L64R0390	PCASC	40.00	1,345.80	0117432010 4410	CTE INCENTIVE GRANT/INST / EQUIPMENT -
			1,345.80	0117432010 4410	CTE INCENTIVE GRANT/INST / EQUIPMENT -
			40.00	0105105072 5310	CLASS HR/GENL ADM / DUES AND MEMBERSHIP

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L64T0129	PCM SALES INC	5,645.39	485.96 5,159.43	0108108077 4310 0108108077 4410	INFO SYSTEM/DP / INSTRUCTIONAL MATL & INFO SYSTEM/DP / EQUIPMENT -
L64R0349	PEARSON EDUCATION	1,447.97	1,447.97	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0350	PEARSON EDUCATION	3,040.74	3,040.74	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0351	PEARSON EDUCATION	6,066.42	6,066.42	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0352	PEARSON EDUCATION	5,300.01	5,300.01	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0387	PEARSON EDUCATION	1,702.98	1,702.98	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64X0359	PEST OPTIONS INC	5,000.00	5,000.00	0111220081 5610	OPERATIONS - GENERAL / REPAIRS/MAINT - O/S
L64R0440	PITNEY BOWES	145.29	145.29	0114114072 4347	WAREHOUSE/GENL ADM / OPERATIONS SUPPLIE
L64R0393	POOR RICHARD'S PRESS	932.25	932.25	0117469010 4210	ED DIV/EDUCATOR EFFECT/INSTR / BOOKS AND
L64R0473	POSITIVE PROMOTIONS INC	1,434.45	1,434.45	0172489710 4310	SS/TUPE-COHORT M, TIER 2/INSTR /
L64A0076	POWERSCHOOL GROUP LLC	144,000.00	144,000.00	0117402521 5880	IS/COLLEGE READINESS BK GRNT / OTHER
L64R0465	PRESTWICK HOUSE	488.07	488.07	0128261012 4210	SE RES SP(RSP)/SE RES SP/NSEV / BOOKS AND
L64R0386	PRO ED INC.	6,341.67	6,341.67	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0426	PSYCHOLOGICAL ASSESSMENT RESOU	723.44	723.44	0172000831 4320	SAFE SCHOOLS/LCFF/GUIDANCE / OTHER
L64C0022	R T ENTERPRIZES	500.00	500.00	0128235081 5610	CY/HVAC/MO / REPAIRS/MAINT - O/S SERVICES
L64T0113	RADIO SHACK COMMERCIAL	74.16	74.16	0135102210 4310	DA/INNOVATION GRANT/INSTR / INSTRUCTIONA
L64C0028	REFRIGERATION SUPPLIES DIST.	1,701.32	1,701.32	0142235081 4410	OXFORD/HVAC/MO / EQUIPMENT -
L64R0362	REVO SCREEN PRINT AND EMBROIDE	226.28	226.28	0132054010 4310	OR/AFTER SCHOOL CAR/INSTR / INSTRUCTIONAI
L64R0439	RIDDELL ALL AMERICAN	4,324.49	4,324.49	0120535010 4310	AN/PE UNIFORM/INSTR / INSTRUCTIONAL MATL.
L64M0025	RIV OR COUNTIES PUMP COMPANY I	15,668.14	15,668.14	0121240081 5610	WESTERN/POOL/MO / REPAIRS/MAINT - O/S
L64R0370	RIVERSIDE COUNTY OFFICE OF	760.00	760.00	0120381010 5210	ANAHEIM/ECIA1/INSTR / TRAVEL AND
L64A0078	SAN JOAQUIN COUNTY OF EDUCATIO	4,470.60	4,470.60	0104104072 5880	CERT HR/GENL ADM / OTHER OPERATING
L64R0475	SCHOOL HEALTH CORPORATION	87.74	87.74	0119283021 4320	SYS/SUPV INST / OTHER OFFICE/MISC SUPPLIES

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L64R0479	SCHOOL NURSE SUPPLY INC	47.32	47.32	0134000034 4320	WA/HEALTH / OTHER OFFICE/MISC SUPPLIES
L64A0086	SEHI COMPUTER PRODUCTS INC	3,538.74	3,538.74	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
L64A0088	SEHI COMPUTER PRODUCTS INC	5,417.33	5,417.33	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
L64A0089	SEHI COMPUTER PRODUCTS INC	5,270.13	5,270.13	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
L64A0090	SEHI COMPUTER PRODUCTS INC	6,019.50	6,019.50	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
L64A0091	SEHI COMPUTER PRODUCTS INC	903.68	903.68	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
L64A0092	SEHI COMPUTER PRODUCTS INC	4,214.51	4,214.51	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
L64A0093	SEHI COMPUTER PRODUCTS INC	2,409.53	2,409.53	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
L64A0094	SEHI COMPUTER PRODUCTS INC	2,860.61	2,860.61	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
L64A0095	SEHI COMPUTER PRODUCTS INC	2,483.13	2,483.13	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
L64A0096	SEHI COMPUTER PRODUCTS INC	2,635.07	2,635.07	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
L64A0097	SEHI COMPUTER PRODUCTS INC	1,129.23	1,129.23	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
L64A0098	SEHI COMPUTER PRODUCTS INC	1,782.03	1,782.03	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
L64A0099	SEHI COMPUTER PRODUCTS INC	4,819.04	4,819.04	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
L64A0100	SEHI COMPUTER PRODUCTS INC	1,936.98	1,936.98	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
L64A0101	SEHI COMPUTER PRODUCTS INC	1,807.36	1,807.36	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
L64A0102	SEHI COMPUTER PRODUCTS INC	1,880.96	1,880.96	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
L64A0103	SEHI COMPUTER PRODUCTS INC	3,873.99	3,873.99	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
L64T0082	SEHI COMPUTER PRODUCTS INC	8,210.15	8,210.15	0125140027 4410	KA/SCH ADM/SCH ADM / EQUIPMENT -
L64T0098	SEHI COMPUTER PRODUCTS INC	2,371.56	2,371.56	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
L64T0100	SEHI COMPUTER PRODUCTS INC	1,448.16	1,448.16	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR /
L64T0109	SEHI COMPUTER PRODUCTS INC	5,549.78	5,549.78	0128000910 4410	CY/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
L64T0112	SEHI COMPUTER PRODUCTS INC	7,917.48	808.13	01117432010 4310	CTE INCENTIVE GRANT/INST / INSTRUCTIONAL
			7,109.35	0117432010 4410	CTE INCENTIVE GRANT/INST / EQUIPMENT -

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L64T0121	SEHI COMPUTER PRODUCTS INC	6,470.45	6,470.45	0117432010 4310	CTE INCENTIVE GRANT/INST / INSTRUCTIONAL
L64T0123	SEHI COMPUTER PRODUCTS INC	477.48	477.48	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
L64T0126	SEHI COMPUTER PRODUCTS INC	1,099.05	1,099.05	0125000910 4310	KA/LCFF-CONCENTRATION/INSTR /
L64T0128	SEHI COMPUTER PRODUCTS INC	2,133.45	2,133.45	0125000010 4410	KA/INSTR / EQUIPMENT - NON-CAPITALIZED
L64T0130	SEHI COMPUTER PRODUCTS INC	11,367.04	1,508.50	0125393010 4310	KA/VEA-2B/INSTR / INSTRUCTIONAL MATL &
			9,858.54	0125393010 4410	KA/VEA-2B/INSTR / EQUIPMENT -
L64T0142	SEHI COMPUTER PRODUCTS INC	17,740.00	17,740.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
L64T0143	SEHI COMPUTER PRODUCTS INC	865.96	865.96	0144037010 4410	LEX/SOC SCI/INSTR / EQUIPMENT -
L64T0145	SEHI COMPUTER PRODUCTS INC	13,755.00	13,755.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSES
L64T0148	SEHI COMPUTER PRODUCTS INC	159.33	159.33	0132000910 4320	OR/LCFF-CONCENTRATION/INSTR / OTHER
L64T0149	SEHI COMPUTER PRODUCTS INC	3,463.85	272.00	0132000910 4320	OR/LCFF-CONCENTRATION/INSTR / OTHER
			3,191.85	0132000910 4410	OR/LCFF-CONCENTRATION/INSTR / EQUIPMENT -
L64R0395	SIGN MEDIA INC.	8,226.35	8,226.35	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64C0014	SILVER QUILL LLC	1,809.67	1,809.67	0116468010 4150	LOTTERY/RESTRICTED/INSTR / TEXTS - STATE
L64R0354	SIMPLEXGRINNELL	889.00	889.00	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE
L64X0360	SOCALGRAD	5,000.00	5,000.00	0123000010 4310	SA/INSTR / INSTRUCTIONAL MATL & SUPPLIES
L64R0420	SOLUTION TREE	4,823.00	4,823.00	0142399010 5210	TITLE II IMPR TCHR QUAL - ED / TRAVEL AND
L64R0455	SOUTH COAST AIR QUALITY	351.12	351.12	01113113036 5880	TRANS/REG-ED/TRANSPORTATION / OTHER
L64R0457	SOUTH COAST AIR QUALITY	505.74	505.74	0127230081 5880	KE/GENERAL/MO / OTHER OPERATING EXPENSES
L64S0025	SOUTHWEST SCHOOL AND OFFICE SU	6,982.20	6,982.20	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
L64T0153	SPINATAR PRESENTATION PRODUCTS	582.48	582.48	0120000910 4310	AN/LCFF-CONCENTRATION/INSTR /
L64S0027	SPOT LIGHTING SUPPLIES	4,674.20	4,674.20	0100000000 9320	GEN FUND/INC & BALANCE SHEET / STORES
L64R0359	STAPLES ADVANTAGE	2,448.08	2,448.08	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
L64R0410	STAPLES ADVANTAGE	501.83	501.83	0120252011 4310	ANA/MILD MODERATE/SE SEP CL/NS /

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

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FROM 08/29/2017 TO 09/25/2017

<u>PO NUMBER</u>	<u>VENDOR</u>	<u>PO TOTAL</u>	<u>ACCOUNT AMOUNT</u>	<u>ACCOUNT NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
L64R0411	STAPLES ADVANTAGE	285.11	285.11	0119283039 4320	SYS/OTHER PUPIL / OTHER OFFICE/MISC SUPPLIE
L64R0412	STAPLES ADVANTAGE	230.36	230.36	0127261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONA
L64R0413	STAPLES ADVANTAGE	84.41	43.51	0122000024 4315	MA/L M T / LIBRARY/MEDIA/TECH SUPPLIES
			40.90	0122140027 4320	MA/SCH ADM / OTHER OFFICE/MISC SUPPLIES
L64R0414	STAPLES ADVANTAGE	217.38	217.38	0127140027 4320	KE/SCH ADM / OTHER OFFICE/MISC SUPPLIES
L64R0441	STAPLES ADVANTAGE	167.78	167.78	0128261012 4310	SE RES SP(RSP)/SE RES SP/NSEV / INSTRUCTIONA
L64R0452	STAPLES ADVANTAGE	552.76	552.76	0117393021 4320	INSTR SVC/VEA-2B/SUPV INST / OTHER
L64R0464	STAPLES ADVANTAGE	72.55	72.55	0122257511 4310	EMOTION DISTRB/SE SEP CL/SEV /
L64R0485	STAPLES ADVANTAGE	1,105.52	1,105.52	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
L64R0353	STATE OF CALIFORNIA	1,012.00	506.00	0127230081 5880	KE/GENERAL/MO / OTHER OPERATING EXPENSE
			506.00	0134230081 5880	WA/GENERAL/MO / OTHER OPERATING EXPENSE
L64R0403	STATE OF CALIFORNIA	506.00	506.00	0142230081 5880	OXFORD/GENERAL/MO / OTHER OPERATING
L64R0456	STATE OF CALIFORNIA	1,012.00	506.00	0128230081 5880	CY/GENERAL/MO / OTHER OPERATING EXPENSE
			506.00	0144230081 5880	LEX/GENERAL/MO / OTHER OPERATING EXPENSI
L64T0119	STEM FUSE LLC	1,499.00	1,499.00	0117432010 4410	CTE INCENTIVE GRANT/INST / EQUIPMENT -
L64R0406	SWEETWATER	377.11	377.11	0121008010 4310	WESTERN/VOC MUSIC/INSTR / INSTRUCTIONAL
L64T0116	SYSCLOUD INC	20,000.00	20,000.00	0108108077 5880	INFO SYSTEM/DP / OTHER OPERATING EXPENSE
L64A0079	TESLA FOUNDATION GROUP	50,984.00	50,984.00	0117393010 5805	INSTR SVC/VEA-2B/INSTR / INSTRUCTIONAL PRO
L64X0377	THOMSON REUTERS WEST	1,970.64	1,970.64	0102102071 4320	SUPT/BRD SUPT / OTHER OFFICE/MISC SUPPLIES
L64R0458	TIME AND ALARM SYSTEM	143.74	143.74	0110231081 4355	MAINTENANCE/ELEC/MO / MAINTENANCE
L64T0139	TROXELL COMMUNICATIONS INC	1,370.52	1,370.52	0128000910 4310	CY/LCFF-CONCENTRATION/INSTR /
L64T0140	TROXELL COMMUNICATIONS INC	2,395.28	2,395.28	0108108077 4410	INFO SYSTEM/DP / EQUIPMENT -
L64C0033	TURF STAR INC	3,810.87	3,810.87	0111222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
L64R0356	TURF STAR INC	3,142.47	3,142.47	0111222081 5610	OPERATIONS - GROUNDS / REPAIRS/MAINT - O/S
L64T0115	TURNITIN LLC	55,248.95	55,248.95	0174402510 5880	GSS/COLLEGE READINESS/INSTR / OTHER

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L64X0361	U S BANK	3,000.00	3,000.00	0134013010 4310	WA/HECT/INSTR / INSTRUCTIONAL MATL &
L64X0366	U S BANK	75,000.00	75,000.00	0112112072 5210	PURCHASING/GENL ADM / TRAVEL AND
L64X0368	U S BANK	3,000.00	3,000.00	0105105072 4320	CLASS HR/GENL ADM / OTHER OFFICE/MISC
L64X0375	U S BANK	27,000.00	27,000.00	0117469021 4390	ED/EDUCATOR EFFECTIVENESS/SUPR / MEETING
L64T0106	UNITED STATES ACADEMIC DECATHL	700.00	700.00	0127086010 5880	KE/ACADEMIC DECATHALON / OTHER OPERATIN
L64R0427	US GAMES	614.17	614.17	0123028010 4310	SA/ATHLET/INSTR / INSTRUCTIONAL MATL &
L64R0428	US GAMES	364.57	364.57	0119276519 4310	MOD-ADAP PE/SE OTHER/SEV / INSTRUCTIONAL
L64R0444	US GAMES	1,937.36	1,937.36	0123027010 4310	SA/PHYS ED/INSTR / INSTRUCTIONAL MATL &
L64X0374	VALUETINA PIZZA COMPANY	1,800.00	1,800.00	0144054040 4390	LEX/AFTSCHL/ANCIL / MEETING EXPENSE - FOOI
L64R0425	VERNES PLUMBING INC	5,590.00	5,590.00	2425731185 6165	KA/BOND SERIES 2015 - MEAS H / SITE
L64X0363	WALKERS DELI	500.00	500.00	0105105072 4390	CLASS HR/GENL ADM / MEETING EXPENSE - FOOI
L64T0118	WARDS MEDIA TECH	100.00	100.00	0128000010 5610	CY/INSTR / REPAIRS/MAINT - O/S SERVICES
L64R0399	WEISSMAN'S DESIGNS FOR DANCE	1,097.77	1,097.77	0121000910 4310	WE/LCFF-CONCENTRATION/INSTR /
L64R0407	WEST SHIELD ADOLESCENT SERVICE	6,316.46	6,316.46	0119283031 5880	SYS/GUID / OTHER OPERATING EXPENSES
L64C0025	WESTRUX INTERNATIONAL INC	565.69	565.69	0179113036 4387	GARAGE/TRANS-REG ED/TRANSPORT /
L64R0360	WETIP INC	1,840.80	1,840.80	0100000072 4320	GEN FUND/GENL ADM / OTHER OFFICE/MISC
L64R0372	WHOLESALE SCHOOLWEAR INC	12,516.23	12,516.23	0172381731 4310	TITLE I-MC KINNEY VENTO/GUID /
L64R0446	YAMAHA CORPORATION OF AMERICA	4,423.04	4,423.04	0123007010 4410	SA/INS MUS/INSTR / EQUIPMENT -
L64T0104	ZONES	1,447.73	1,447.73	0142000010 4310	OXFORD/INSTR / INSTRUCTIONAL MATL &
		Fund 01 Total:	1,622,204.45		
		Fund 24 Total:	84,337.95		
		Fund 25 Total:	3,670.00		
		Fund 41 Total:	199,500.00		
		Fund 45 Total:	1,097.20		
		Fund 68 Total:	5,525.00		

ANAHEIM UHSD

PURCHASE ORDER DETAIL REPORT BY VENDOR NAME

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FROM 08/29/2017 TO 09/25/2017

<u>PO</u>	<u>NUMBER</u>	<u>VENDOR</u>	<u>TOTAL</u>	<u>AMOUNT</u>	<u>ACCOUNT</u>	<u>ACCOUNT</u>	<u>NUMBER</u>	<u>PSEUDO / OBJECT DESCRIPTION</u>
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Total Amount of Purchase Orders: 1,916,334.60

**VENDOR CHECK REGISTER
AUGUST 29, 2017 THROUGH SEPTEMBER 25, 2017**

<u>VENDOR NAME</u>	<u>VENDOR ID</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>CK#</u>
A 1 FENCE COMPANY	V6408537	4355	691.26	00142466
A AND V CONTRACTORS INC.	V6410406	5610	32,559.00	00142467
A D SUTTON AND SONS INC	V6411994	4310	1,267.14	00142549
A U H S D FOOD SERVICE DEPT	V6400023	4390	2,380.68	00142468
			193.95	00142708
A Z BUS SALES INC.	V6400025	4376	462.22	00142627
		4385	176.06	00142627
AAA ELECTRIC MOTOR SALES	V6400033	4355	541.60	00142377
			845.80	00142469
			992.87	00142525
			230.82	00142709
AARDVARK CLAY AND SUPPLIES INC	V6400035	4310	173.52	00142470
ABACU MARTINEZ AND PATRICIA CERVANTEZ	V6412756	5880	308.16	00142776
ABE'S PLUMBING	V6406307	5610	8,300.00	00142423
ACCO BRANDS USA LLC DBA GBC	V6411645	5610	658.05	00142628
ACCREDITING COMMISSION FOR	V6400063	5310	10,670.00	00142378
ACOUSTICAL MATERIAL SERVICES	V6400070	4355	338.91	00142471
			423.64	00142710
ACUATIVE CORP.	V6411848	5610	370.08	00142379
ADA SPORTS BADMINTON AND TENNIS	V6411947	4310	1,030.00	00142526
ADAFRUIT INDUSTRIES LLC	V6411889	4310	419.40	00142360
ADI	V6400095	4355	277.96	00142527
			23.92	00142711
ADORAMA	V6411023	4310	1,811.60	00142528
			110.58	00142585
ADVANCE PLACEMENT PROGRAM	V6400103	4310	168.00	00142586
ADVANTAGE WEST INVESTMENT ENTERPRISES INC.	V6412537	9320	9,177.72	00142380
AFFORDABLE PIANO TUNING	V6412217	5610	570.00	00142424
AGUINAGA GREEN INC	V6412753	4347	420.23	00142550
AICHELE, STEVEN G.	V6407891	5610	125.00	00142472
ALKIRE BREWER, JEANNIE	V6406703	5210	40.87	00142473
ALLIANCE ENVIRONMENTAL COMPLIANCE INC	V6400169	5610	4,306.00	00142425
ALVARADO, JESSICA	V6408564	5210	273.72	00142426
ANAHEIM ELEMENTARY SCHOOL DISTRICT	V6400254	5100	98,645.81	00142529
ANAHEIM TOOL REPAIR	V6412257	5610	108.00	00142712
ANAHEIM UNION HIGH SCHOOL DIST	V6400267	5454	44,886.68	00142629
ART SUPPLY WAREHOUSE	V6400350	4310	105.25	00142381
			510.50	00142474
ARTIANO SHINOFF	V6408054	5821	20,391.08	00142587
ASSOCIATED BUSINESS PRODUCTS	V6400369	5610	300.65	00142382
			94.93	00142713
AT AND T	V6406157	5918	9,027.73	00142476
ATVANTAGE ATHLETIC TRAINING	V6411449	5805	4,338.75	00142383
AUHSD	V6400400	4310	339.00	00142477
AWARDS BY PAUL	V6400412	4320	371.74	00142588
B AND M LAWN AND GARDEN INC	V6400423	4347	58.01	00142427
			1,298.06	00142478
			299.66	00142551
			146.42	00142740
		4410	2,510.56	00142740

BABYCHANGINGSTATIONS.COM	V6412681	4310	498.07	00142630
BAILLIE, DR. ALICIA	V6412742	5210	16.00	00142384
BANGKIT USA INC.	V6410523	9320	407.30	00142552
BARKSHIRE LASER LEVELLING INC	V6407215	5610	1,600.00	00142553
BAVCO	V6407678	4355	86.88	00142479
BEE BUSTERS	V6400472	5610	125.00	00142480
			875.00	00142589
BENNETT, STEVE	V6412758	5210	48.00	00142631
BERTRAND'S MUSIC	V6412730	4310	381.93	00142554
		4410	1,528.03	00142554
BILLINGS, JANICE	V6402265	3701	1,812.60	00142714
BIOMETRICS4ALL INC	V6409224	5610	1,203.84	00142555
BJ BINDERY	V6411113	5810	35,780.00	00142590
BLICK ART MATERIALS LLC	V6401357	4310	3,690.11	00142481
			75.00	00142556
		4410	1,412.60	00142481
BOBCAT OF LOS ANGELES INC	V6412602	4347	150.41	00142557
		4410	1,340.31	00142741
BONDED CLEANERS	V6411953	5560	109.62	00142632
			600.00	00142742
BOOK SYSTEMS INC	V6412321	4310	74.65	00142385
		4315	597.20	00142385
BOUND TO STAY BOUND BOOKS	V6400575	4210	30.38	00142558
		4310	30.37	00142558
BREA ORANGE COUNTY PLUMBING HEATING	V6412728	5610	1,700.00	00142743
BROOKS INSTALLATIONS	V6403919	5610	2,900.00	00142591
			2,900.00	00142715
BSN SPORTS	V6400615	4310	598.02	00142482
			2,538.23	00142716
		4410	5,112.80	00142482
BSN SPORTS LLC	V6412536	4310	1,990.64	00142717
BUDDY'S ALL STARS INC	V6406311	4310	1,008.13	00142559
BUYSHADE.COM	V6412747	4410	2,081.17	00142744
C.I. BUSINESS EQUIPMENT INC	V6400653	5610	430.50	00142530
CAL LIFT INC	V6400664	5610	652.56	00142531
CALIFORNIA CUSHION COMPANY INC.	V6411382	4355	48.21	00142560
CALIFORNIA DEPT. OF JUSTICE	V6400689	5810	3,013.00	00142386
CALIFORNIA PLUMBING PARTS	V6412567	4355	2,277.50	00142387
			553.66	00142483
			3,653.71	00142561
			1,712.72	00142592
			727.92	00142633
			3,588.96	00142745
CALIFORNIA RETROFIT INC	V6406910	4355	344.80	00142484
			241.36	00142746
CALLAWAY, KATRINA	V6412591	5210	607.66	00142428
			273.24	00142562
CAPISTRANO GOLF CARS INC	V6411745	5610	1,446.99	00142532
CAREY SIGN CORPORATION	V6410502	5610	4,565.00	00142593
CARPENTER, BEN	V6400479	5210	1,160.94	00142388
CARROT TOP INDUSTRIES INC	V6405409	4310	25.00	00142361
CART MAN INC, THE	V6404668	5610	238.60	00142389
			868.06	00142533
CCP INDUSTRIES INC	V6400816	9320	1,139.70	00142594
CENGAGE LEARNING	V6404723	4150	2,424.38	00142563

CHAU, MICHELLE	V6409169	5210	46.00	00142390
CHILD SHUTTLE	V6406415	5870	1,052.00	00142564
CHILDERS, KAITI	V6412258	5210	586.12	00142429
CHRISTIAN BUILDING MATERIALS	V6400919	4355	127.14	00142747
CIF STATE OFFICE	V6412731	5310	1,430.80	00142485
CITLAU, RENEE	V6403897	5810	2,515.48	00142534
CITY AUTO TOP	V6400953	5610	640.43	00142486
			822.63	00142595
CITY OF ANAHEIM	V6400957	5520	118,395.20	00142487
			216,224.17	00142521
			98,585.30	00142634
		5530	28,810.43	00142487
			37,156.34	00142521
			14,633.47	00142634
		5580	13,372.58	00142487
			21,777.64	00142521
			9,082.10	00142634
		5810	5,459.63	00142634
CITY OF BUENA PARK	V6400958	5530	5,295.94	00142635
		5580	537.09	00142635
CLARK SECURITY PRODUCTS	V6400966	4355	470.39	00142488
			386.35	00142636
COLLEGE BOARD, THE	V6401014	5210	225.00	00142489
COLON, TAMARA ELIZABETH	V6412357	5810	300.00	00142535
COMPLETE OFFICE OF CA	V6411539	4320	803.41	00142718
		9320	13,114.90	00142391
CONSOLIDATED PLASTIC CO.	V6401070	4320	724.00	00142637
		4410	665.17	00142637
CONTINENTAL CHEMICAL AND SANITARY	V6409578	9320	12,930.00	00142596
CROWN TROPHY	V6401151	4310	594.24	00142565
CSMI SOLUTIONS	V6406894	5880	1,750.00	00142638
CUELLAR, AMIE	V6411279	5210	852.24	00142430
CULVER NEWLIN	V6411589	4310	11,673.31	00142407
			9,686.55	00142431
		4320	328.67	00142407
			459.92	00142431
		4410	5,863.25	00142431
		6490	5,727.99	00142407
CVT RECYCLING	V6407455	5580	1,246.70	00142392
			793.65	00142566
D. HAUPTMAN CO.	V6401220	4310	474.13	00142536
DARTCO TRANSMISSION SALES SVC	V6401258	4376	281.10	00142490
DBQ PROJECT, THE	V6406985	4315	3,510.00	00142639
DEMCO INC	V6401318	4315	136.31	00142640
DEVEREUX TEXAS TREATMENT NETWORK	V6401339	5860	13,440.14	00142393
DHK PLUMBING AND PIPING INC	V6409955	5610	1,627.36	00142641
DICRISI, LAURA	V6412762	5210	745.56	00142748
DIESEL SPECIALISTS	V6406515	4376	317.86	00142491
		5610	425.00	00142491
DINUNZIO, WAYNE	V6412761	5210	1,255.00	00142749
DION, CANDACE	V6408224	5210	466.33	00142432
DUNN EDWARDS PAINTS	V6401448	4347	17.18	00142642
		4355	690.82	00142492
			446.67	00142642
E.B. BRADLEY COMPANY	V6401456	4355	62.99	00142537

EBERHARD EQUIPMENT	V6405532	4347	748.86	00142493	
			305.88	00142538	
			708.51	00142643	
EBSCO SUBSCRIPTION SERVICE	V6401474	4210	103.36	00142433	
		4310	1,137.49	00142433	
		4315	279.46	00142433	
			472.83	00142494	
		5880	136.99	00142433	
ECONOMY RENTALS INC	V6401478	5610	54.31	00142750	
		5620	290.00	00142495	
			60.00	00142644	
EDUCATIONAL TESTING SERVICE	V6401522	4310	4,491.08	00142496	
ENG, SITTY	V6410854	5210	725.00	00142751	
ESCOE, BARRY	V6400453	3701	2,421.00	00142719	
ESRI INC.	V6401603	5880	359.69	00142497	
EWING IRRIGATION PRODUCTS	V6401634	4355	628.68	00142645	
EXPRESS PIPE AND SUPPLY CO INC	V6401644	4355	54.96	00142394	
			299.10	00142498	
			599.93	00142539	
			334.29	00142646	
F.M. THOMAS AIR CONDITIONING INC.	V6401651	5610	6,491.00	00142647	
FARMAN, JUANA	V6406999	5220	96.51	00142597	
FEDEX	V6401675	5910	52.12	00142614	
FENN TERMITE AND PEST CONTROL	V6401679	5610	8,362.00	00142366	
			8,456.25	00142781	
FERGUSON ENTERPRISES INC	V6409823	4355	112.37	00142395	
			659.25	00142434	
			1,423.30	00142782	
FERRELLGAS LP	V6411875	5810	3,345.22	00142540	
			2,910.88	00142615	
			3,018.25	00142648	
			1,488.06	00142752	
			529.79	00142753	
			780.94	00142783	
FISHER SCIENCE EDUCATION	V6401697	4310	1,301.26	00142396	
			632.18	00142784	
FIVE STAR RUBBER STAMP INC	V6405116	4310	152.61	00142435	
		4320	121.07	00142397	
			526.97	00142435	
			247.27	00142649	
			23.22	00142785	
FLEET SERVICES INC	V6405625	4376	106.52	00142541	
				57.34	00142616
				111.10	00142786
			4385	506.15	00142541
				365.94	00142616
				15.10	00142786
	4387	745.72	00142616		
FLINN SCIENTIFIC INC	V6401708	4310	12,787.24	00142787	
FOCUSED FITNESS LLC	V6410633	5805	1,500.00	00142650	
FOLLETT SCHOOL SOLUTIONS INC.	V6411526	4150	20,275.06	00142367	
			10,615.96	00142788	
FORMAX	V6410150	5610	1,640.00	00142651	
FRIED, JARON	V6408045	5210	409.89	00142436	
FULLERTON ACE HARDWARE	V6405244	4310	64.28	00142789	

G M BUSINESS INTERIORS	V6412498	4320	1,086.96	00142408
GANAHL LUMBER CO	V6401804	4355	2,074.29	00142437
GANS INK AND SUPPLY CO. INC.	V6412496	5220	22.58	00142652
GARY'S RADIATOR SERVICE	V6401818	5610	150.00	00142598
			808.12	00142617
			125.00	00142653
GAS COMPANY, THE	V6404372	5510	39.55	00142438
			5,780.91	00142599
GASELPA	V6406517	5805	347.00	00142600
			4,481.17	00142601
			36,884.55	00142754
GDL BEST CONTRACTORS INC	V6412393	5610	97,705.65	00142522
GEARY PACIFIC SUPPLY	V6401824	4355	118.13	00142439
GHATAODE BANNON ARCHITECTS	V6408656	6212	4,500.00	00142440
GIANNELLI ELECTRIC INC.	V6401857	5610	17,370.50	00142398
			815.50	00142441
			19,989.90	00142720
GLASBY MAINTENANCE SUPPLY CO.	V6401863	4320	27.33	00142790
		4347	145.49	00142409
			670.21	00142442
			732.70	00142790
GLENN, JERRY	V6402322	3701	1,204.80	00142755
GOLDEN STATE WATER COMPANY	V6408018	5530	21,870.60	00142399
			12,955.97	00142410
			16,412.28	00142791
GRAINGER	V6404982	4355	387.25	00142443
GREATER ANAHEIM SELPA	V6401927	8311	90,880.10	00142542
GREENS DISCOUNT GLASS AND SCREEN	V6409591	4355	331.88	00142444
H AND H AUTO PARTS WHOLESALE	V6401967	4385	446.91	00142602
			698.78	00142618
HALDEMAN INC.	V6407148	4355	278.59	00142411
HANOVER RESEARCH COUNCIL	V6411714	5810	40,000.00	00142721
HATCHER, PATTY	V6408994	5220	33.91	00142654
HAUGEN, CRAIG	V6401122	3701	1,204.80	00142756
HENRY SCHEIN INC	V6411726	4320	571.32	00142445
HERNANDEZ, CARLOS	V6400767	5210	1,103.59	00142655
HERRERA, KACIE	V6412743	5210	17.54	00142412
HOANG, THUY AND LUCIE NGO	V6411287	5810	69.33	00142413
HOME DEPOT CREDIT SERVICES	V6405234	4320	123.77	00142369
			144.59	00142446
			56.91	00142619
			53.55	00142656
		4355	2,596.30	00142369
			1,159.76	00142400
			533.83	00142446
			1,379.51	00142567
			1,267.63	00142619
			910.34	00142656
		4375	163.60	00142369
			148.88	00142567
			115.05	00142619
HORIZON	V6408259	4347	457.40	00142620
			519.89	00142657
HOWARD INDUSTRIES	V6402088	4355	1,577.74	00142603
HOWARDS APPLIANCES INC	V6411972	4310	413.46	00142370

		4410	10,742.58	00142722
HP DIRECT	V6408671	4410	1,000.00	00142371
HUTTNER, HEATHER	V6412032	5220	108.34	00142604
ICS SERVICE CO.	V6406452	5610	2,056.43	00142792
IDENTICARD SYSTEMS WORLDWIDE INC	V6409335	5610	472.50	00142793
IDMS INC.	V6408116	4320	359.95	00142757
IMAGE APPAREL FOR BUSINESS	V6402628	4345	5,521.01	00142658
			826.66	00142794
J.W. PEPPER AND SON INC.	V6402214	4310	281.45	00142568
JACKSONS A S BREA F M P	V6406346	4370	100.74	00142605
			10.81	00142621
		4375	118.85	00142605
			47.33	00142659
		4376	208.11	00142605
			32.30	00142621
		4384	222.53	00142605
		4385	490.81	00142605
			122.08	00142621
			112.59	00142659
		4387	235.97	00142605
			127.96	00142621
			499.73	00142659
JHM SUPPLY INC.	V6411647	4355	723.88	00142401
			339.97	00142543
			2,485.29	00142606
			2,580.24	00142622
			531.46	00142758
JOHN RIZUTO'S KILN SERVICE	V6411701	5610	298.49	00142447
			400.00	00142544
JOHNSTONE SUPPLY	V6402415	4355	96.69	00142660
JURADO, NICOLE	V6412745	5210	552.77	00142448
JURADO, URIEL	V6412746	5210	66.21	00142449
KELLY PAPER	V6402557	9320	8,977.04	00142607
KNORR SYSTEMS	V6402610	4355	12,688.41	00142414
KYA SERVICES	V6411393	5610	165,501.92	00142661
LA PALMA CLEANERS	V6411465	5560	752.50	00142662
LABELL EXCHANGE	V6412680	5918	600.00	00142663
LAM, JANE	V6412453	5220	11.77	00142664
LARNER, JOHN	V6402395	3701	1,204.80	00142759
LARSON, CATHY	V6410210	5210	199.00	00142450
LAVROV, BILLIE	V6412093	5210	97.45	00142795
LAW OFFICES OF ARLENE BELL	V6412739	5821	5,000.00	00142415
LAW OFFICES OF SOO YUN	V6411638	5821	6,000.00	00142416
LE, CAITLIN	V6411725	5220	67.25	00142608
LOS ANGELES FREIGHTLINER INC	V6402833	4376	97.09	00142665
		4385	461.76	00142665
LPA INC.	V6406064	5810	2,750.00	00142760
LUDEMAN, TISHA	V6407013	5210	48.00	00142796
MARCUS MANAGEMENT SOLUTIONS	V6411856	5805	12,000.00	00142402
MARK ENTERPRISES INC	V6411936	5610	60,094.67	00142761
		5880	40,236.00	00142761
MARTIN, RICHARD	V6411332	5210	29.63	00142451
MASTERSON, GRACE	V6409613	5210	609.47	00142666
MATSUDA, MICHAEL	V6403107	5220	43.44	00142609
MC COY MILLS FORD	V6411093	4370	70.02	00142610

MC DAID, EILEEN	V6412734	5210	409.89	00142452
MC FADDEN DALE HARDWARE CO	V6403056	4347	248.26	00142623
		4355	494.34	00142372
			216.66	00142611
			295.64	00142623
		4375	80.00	00142611
MEDCO SPORTS MEDICINE	V6405872	4320	170.68	00142403
MONTENEGRO, ROBERT	V6403968	3701	1,204.80	00142762
MONTGOMERY HARDWARE CO.	V6405624	4355	15.54	00142453
			1,828.86	00142667
MUENCH CASANOVA, FABIANA	V6408566	5210	45.00	00142404
MUSIC AND ARTS CENTERS	V6411397	4310	233.59	00142454
NASCO	V6403253	4310	459.10	00142373
			1,291.54	00142417
NCS PEARSON INC.	V6403319	4310	1,030.00	00142405
NEVERWARE INC	V6412727	5880	150.00	00142455
NEW MANAGEMENT INC.	V6405318	4310	1,182.29	00142374
NIEZGODA, RYAN HURLEY	V6412757	5210	40.56	00142668
NOH, ESTHER	V6405942	5210	725.00	00142375
OC LAND MGMT SERVICE	V6405473	4347	491.66	00142670
OCDE	V6403452	5210	900.00	00142545
			45.00	00142546
OFFICE DEPOT	V6403421	4320	230.49	00142671
OFFICE DIGITAL SOLUTIONS PLUS INC.	V6411101	4310	4,850.41	00142499
			2,654.81	00142523
			57,254.58	00142624
		4320	3,114.21	00142499
			1,742.03	00142523
			3,819.00	00142624
OLIVAS, ROBERT	V6411385	5210	11.44	00142500
ONOPA, SYLVIA	V6412053	5210	1,297.27	00142501
ORANGE COUNTY FIRE PROTECTION	V6403457	5610	8,259.78	00142672
ORANGE COUNTY PUBLIC SAFETY	V6411157	5810	13,700.00	00142502
			13,700.00	00142673
ORANGE COUNTY TRANSIT AUTHORITY	V6406414	5880	9,781.52	00142723
ORANGE LEAGUE, THE	V6405548	5310	1,750.00	00142674
O'REILLY AUTO PARTS	V6411401	4370	1,109.26	00142669
		4376	914.26	00142669
		4385	194.48	00142669
ORRAVAN MECHANICAL	V6411315	5610	900.00	00142675
ORVAC ELECTRONICS	V6403479	4320	1,298.70	00142676
		4355	1,728.51	00142676
			310.34	00142724
PACIFIC TURF EQUIPMENT	V6403502	4347	4,932.88	00142677
PARKER AND COVERT LLP	V6403544	5821	2,180.50	00142625
PARKHOUSE TIRE INC.	V6403547	4386	4,943.86	00142725
PATHWAY COMMUNICATIONS LTD	V6410645	4310	-	00142678
		4410	3,374.73	00142678
			2,564.02	00142726
PATINO, REUBEN	V6403910	5220	113.96	00142679
PATTERSON, COLLEEN R.	V6412733	5810	1,000.00	00142569
PCASC	V6403602	5310	40.00	00142680
PDT INC	V6412151	4375	575.35	00142681
PEAK RYZEX INC	V6406384	4310	778.71	00142682
PEARSON EDUCATION	V6403609	4150	17,065.09	00142683

			1,702.98	00142727
			1,722.50	00142728
PENNER PARTITIONS INC	V6403625	4355	1,191.18	00142729
PERMA BOUND	V6403638	4210	1,893.99	00142730
PEST OPTIONS INC	V6406848	5610	483.75	00142731
PINNACLE PETROLEUM INC.	V6412426	4381	18,186.03	00142684
PIPS	V6407384	3601	309,823.56	00142456
			309,823.56	00142763
		3602	103,274.52	00142456
			103,274.52	00142763
PITNEY BOWES	V6403677	5610	300.00	00142570
		5910	4,756.97	00142685
POOL SUPPLY OF ORANGE COUNTY	V6403700	4355	2,253.73	00142686
POOR RICHARD'S PRESS	V6412712	4210	4,107.26	00142732
POWERS, REGINA	V6411665	5220	39.06	00142687
POWERSCHOOL GROUP LLC	V6412718	5880	143,666.64	00142503
PRAXAIR	V6403719	4355	112.03	00142733
PRESCOTT HARDWARE AND SHEET	V6408590	4355	27.31	00142734
PRINGLES DRAPERIES AND BLINDS	V6405953	4320	123.91	00142735
		4355	1,325.50	00142735
PRO ED INC.	V6403756	4150	10,542.40	00142764
		4310	650.10	00142764
QUICK CRETE PRODUCTS CORP	V6403805	4410	15,245.55	00142765
REAL, JEANNETTE	V6411176	5220	161.25	00142688
REALL, JULIEANNE	V6408222	5210	527.94	00142504
REEL LUMBER SERVICE	V6403871	4355	385.22	00142736
REFRIGERATION SUPPLIES DIST.	V6403873	4355	10,230.01	00142767
RIDDELL ALL AMERICAN	V6403939	5630	5,271.76	00142571
RIPPON, MATT	V6407638	5210	534.90	00142505
ROBERTS, DIANE	V6401355	5210	46.46	00142506
ROSEBURROUGH TOOL CO. INC	V6404014	4355	11.30	00142572
RUSSELL SIGLER INC DBA SIGLER	V6410420	4355	6,659.32	00142768
RUTHENBECK, LYNN	V6402876	5220	15.52	00142689
SALDIVAR, ROBERT	V6407767	5210	1,202.41	00142507
SANCHEZ, CARISSA	V6410283	5210	66.24	00142508
SANTANDER LEASING LLC	V6412041	7439	82,746.00	00142690
SCHOOLOUTLET.COM	V6412390	4410	1,227.93	00142573
SCHORR METALS INC	V6404179	4355	786.25	00142574
SELTZER, MICHAEL	V6403109	5220	36.79	00142691
SHELTON, MIKE	V6403136	3701	1,812.60	00142737
SHERWIN WILLIAMS CO., THE	V6410919	4355	549.55	00142575
SHRED IT USA LLC	V6411124	5610	994.64	00142576
SO CAL OFFICE TECHNOLOGIES	V6406339	5620	495.65	00142692
SPICERS PAPER INC	V6404405	4320	409.45	00142693
STATE BOARD OF EQUALIZATION	V6404444	4310	124.50	00142376
		4320	32.08	00142376
		9320	10.97	00142376
STATE OF CALIFORNIA	V6404447	5880	1,012.00	00142509
			506.00	00142694
STEINBRICK, GAIL	V6408751	5220	207.90	00142695
STEINLE, CHARLES	V6410113	3701	1,204.80	00142738
T MOBILE	V6410424	5918	7,289.04	00142547
TAGLER, MARGARET	V6412752	5210	725.00	00142510
TANG, DAVID C.	V6412759	5220	24.88	00142696
TESLA FOUNDATION GROUP	V6412749	5805	50,984.00	00142511

THAI, JENNY	V6409554	5220	75.76	00142697
THOMAS, MATTHEW	V6412272	5210	260.02	00142418
TOOMEY, PAMELA	V6409165	5210	295.00	00142512
TRINIDAD, JESSICA	V6412431	5210	803.32	00142698
TURF STAR INC	V6404805	4347	158.34	00142577
		5610	3,142.47	00142577
U S POSTAL SERVICE	V6404814	5610	225.00	00142578
UC REGENTS	V6409029	5210	350.00	00142579
UNITED RENTALS	V6404854	5620	504.80	00142699
VALDEZ, VIDAL	V6412751	5210	1,185.90	00142513
VALLEY VISTA SERVICES INC	V6411966	5580	4,852.87	00142626
VISTA HIGHER LEARNING	V6411394	4150	2,545.99	00142700
WEISSMAN'S DESIGNS FOR DANCE	V6405016	4310	3,994.47	00142580
WEST SHIELD ADOLESCENT SERVICE	V6405037	5880	6,316.46	00142701
WUORNOS, SARAH	V6407271	5210	1,275.00	00142514
XEROX CORPORATION	V6405129	5620	18,218.47	00142457
YAMAHA GOLF CARTS OF CALIFORNIA	V6405131	4410	646.49	00142581
		5610	449.91	00142581
ZAJEC, EYDIE	V6401646	5210	32.86	00142515
ZAVALA, JAMES	V6412750	5210	775.00	00142516
ZISKO, AMBER	V6406552	5220	49.86	00142702
GENERAL FUND (0101)			3,318,258.62	
CULVER NEWLIN	V6411589	4310	366,994.69	00142421
			20,202.94	00142458
			19,300.25	00142582
		4410	201,388.58	00142421
			60,277.36	00142458
			2,518.66	00142582
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	76,042.50	00142459
GHATAODE BANNON ARCHITECTS	V6408656	6212	57,319.90	00142769
NB CONSULTING ENGINEERS INC	V6409786	6209	4,950.00	00142422
RUHNAU RUHNAU CLARKE	V6412249	6212	17,005.00	00142460
			398.40	00142770
VERNES PLUMBING INC	V6412513	6165	5,590.00	00142739
GO BOND FUND (2124)			831,988.28	
STORAGECONTAINER COM	V6412173	5620	100.00	00142703
CAPITAL FACILITIES FUND (2525)			100.00	
CUMMING CONSTRUCTION MANAGEMENT INC	V6411922	6273	17,590.00	00142461
RMA GROUP	V6412381	6250	1,192.00	00142771
RUHNAU RUHNAU CLARKE	V6412249	6212	449.75	00142462
			481.69	00142772
CAPITAL FACILITIES RDA FUND (2545)			19,713.44	
DOUGHERTY DOUGHERTY ARCHITECTS LLP	V6412384	6212	9,190.82	00142773
SCHOOL FACILITIES FUND (3535)			9,190.82	
AUHSD	V6400400	5890	6,258.80	00142612

KEENAN ASSOCIATES	V6409242	5890	5,525.00	00142774
WORKERS COMPENSATION FUND (6768)			11,783.80	
AMERICAN FIDELITY ASSURANCE COMPANY	V6408036	5450	7,686.10	00142517
ANTHEM BLUE CROSS	V6409810	5461	33,432.40	00142518
AUHSD	V6400400	5891	895,434.01	00142524
BENISTAR HARTFORD	V6410980	5466	80,416.86	00142704
CALIFORNIA SCHOOLS DENTAL COALITION	V6405368	5892	261,377.00	00142583
DELTA DENTAL INSURANCE COMPANY	V6411391	5465	11,566.19	00142519
EXPRESS SCRIPTS INC.	V6410974	5895	101,164.15	00142520
			98,184.96	00142584
			107,772.43	00142705
GALLAGHER BENEFIT SERVICES INC.	V6408675	5812	12,127.50	00142613
HOLMAN PROFESSIONAL COUNSELING CENTERS	V6411743	5463	2,906.28	00142706
			12,096.48	00142775
METLIFE	V6408692	5462	20,617.20	00142463
PINNACLE CLAIMS MANAGEMENT INC.	V6409946	5812	148,645.14	00142464
VISION SERVICE PLAN	V6404956	5464	51,423.04	00142465
HEALTH & WELFARE INS FUND (6769)			1,844,849.74	
GREATER ANAHEIM SELPA	V6401927	9620	39,000.00	00142406
			42,479.00	00142548
			1,695,285.00	00142707
PASS THRU FUND (7676)			1,776,764.00	
GRAND TOTAL ALL FUNDS			7,812,648.70	

**ANAHEIM UNION HIGH SCHOOL DISTRICT
ASB SUMMARY OF CASH BALANCES
AUGUST 2017**

School Name	Prior Month Total	Current Month			Total
		Checking	Petty Cash / Change Fund	Savings	
Anaheim	281,413.85	247,595.65	1,000.00	41,118.50	289,714.15
Western	245,894.63	167,663.43	275.00	121,592.82	289,531.25
Magnolia	108,041.56	112,675.77	700.00	-	113,375.77
Savanna	169,683.43	129,277.11	500.00	262.73	130,039.84
Loara	170,297.19	84,583.40	800.00	67,153.22	152,536.62
Katella	149,654.57	156,089.95	2,100.00	-	158,189.95
Kennedy	469,466.15	500,998.99	1,300.00	-	502,298.99
Cypress	584,952.43	550,766.35	1,700.00	50,395.04	602,861.39
Brookhurst	26,058.18	26,471.99	-	-	26,471.99
Orangeview	43,921.93	46,257.26	100.00	-	46,357.26
Walker	93,850.32	106,437.88	-	-	106,437.88
Dale	48,329.95	50,674.04	-	-	50,674.04
Sycamore	39,740.78	40,725.78	-	-	40,725.78
Ball	26,594.47	25,068.93	-	-	25,068.93
South	89,977.61	79,530.05	-	-	79,530.05
Oxford	316,121.07	413,458.08	-	-	413,458.08
Lexington	30,467.55	65,746.28	-	-	65,746.28
Hope	81,027.24	81,810.23	-	-	81,810.23
Gilbert	41,792.83	37,804.81	-	-	37,804.81
Total	3,017,285.74	2,923,635.98	8,475.00	280,522.31	3,212,633.29

**Anaheim Union High School District
Cafeteria Fund
Financial Statements
July 2017⁴**

Balance Sheet
Anaheim Union High School District
07/31/2017

Account Number	Description	
Asset	Assets	
CASH		
9120	Cash-Checking	\$7,931,259.07
9122	Change Fund	\$30.00
9123	Petty Cash	\$50.00
Total CASH		\$7,931,339.07
RECEIVABLE		
9210	A/R - Current	\$26,537.54
9280	A/R - State	\$55,824.37
9290	A/R - Federal	\$799,773.67
Total RECEIVABLE		\$882,135.58
INVENTORIES		
9321	Warehouse Food	\$84,467.46
9322	Warehouse Commodity	\$76.58
9323	Warehouse Supplies	\$74,405.18
Total INVENTORIES		\$158,949.22
Total Asset		\$8,972,423.87
Liability	Liabilities and Fund Balance	
LIABILITIES		
9510	A/P - Current	\$498,291.28
9580	Sales Tax Liability	\$17.44
9599	Purchases Clearing	\$0.00
9650	Deferred Revenue	\$37,518.90
Total LIABILITIES		\$535,827.62
Total Liability		\$535,827.62
Fund Balance	Liabilities and Fund Balance	
FUND BALANCE		
9780	Spending Plan/Central Kitchen	\$3,871,410.12
9798	Fund Balance	\$5,014,217.95
Total FUND BALANCE		\$8,885,628.07
Total Fund Balance		\$8,885,628.07
Current Year Profit (Loss)		(\$449,031.83)
Total Liabilities and Fund Balance		\$8,972,423.86
Show all data		

Statement of Revenue and Expense Anaheim Union High School District

	Period Ending 07/31/2017				Period Ending 07/31/2016			
	Monthly	%	YTD	%	Monthly	%	YTD	%
Revenue								
Local Revenue								
8621	\$2,055.00	1.51 %	\$2,055.00	1.51 %	\$1,806.75	1.33 %	\$1,806.75	1.33 %
Elementary - Lunch								
8633	\$0.00	0.00 %	\$0.00	0.00 %	\$57.75	0.04 %	\$57.75	0.04 %
High School - Lunch								
8635	\$1.50	0.00 %	\$1.50	0.00 %	\$4.75	0.00 %	\$4.75	0.00 %
A La Carte Sales								
8637	\$0.00	0.00 %	\$0.00	0.00 %	\$11.11	0.01 %	\$11.11	0.01 %
Adult Rev. - Lunch								
Local Revenue	\$2,056.50	1.51 %	\$2,056.50	1.51 %	\$1,880.36	1.39 %	\$1,880.36	1.39 %
Federal Reimbursements								
8200	\$21,001.70	15.43 %	\$21,001.70	15.43 %	\$20,643.13	15.21 %	\$20,643.13	15.21 %
Fed. Meal Rev.-Breakfast								
8220	\$99,854.90	73.34 %	\$99,854.90	73.34 %	\$99,170.80	73.05 %	\$99,170.80	73.05 %
Fed. Meal Rev.-Lunch								
8290	\$3,663.44	2.69 %	\$3,663.44	2.69 %	\$3,268.86	2.41 %	\$3,268.86	2.41 %
Misc Fed Rev.-Snack								
Federal Reimbursements	\$124,520.04	91.46 %	\$124,520.04	91.46 %	\$123,082.79	90.67 %	\$123,082.79	90.67 %
State Reimbursements								
8500	\$2,340.59	1.72 %	\$2,340.59	1.72 %	\$2,321.65	1.71 %	\$2,321.65	1.71 %
St. Meal Rev.-Breakfast								
8520	\$7,004.94	5.15 %	\$7,004.94	5.15 %	\$6,985.83	5.15 %	\$6,985.83	5.15 %
St. Meal Rev.-Lunch								
State Reimbursements	\$9,345.53	6.86 %	\$9,345.53	6.86 %	\$9,307.48	6.86 %	\$9,307.48	6.86 %
Other Revenue								
8638	(\$2.35)	0.00 %	(\$2.35)	0.00 %	(\$11.45)	-0.01 %	(\$11.45)	-0.01 %
Cash Over & Short								
8699	\$228.09	0.17 %	\$228.09	0.17 %	\$1,495.00	1.10 %	\$1,495.00	1.10 %
Spec Activity/Cater								
Other Revenue	\$225.74	0.17 %	\$225.74	0.17 %	\$1,483.55	1.09 %	\$1,483.55	1.09 %
Total Revenue	\$136,147.81	100.00 %	\$136,147.81	100.00 %	\$135,754.18	100.00 %	\$135,754.18	100.00 %
Expense								
Food Purchases & Govnmt								
4700	\$143,382.02	105.31 %	\$143,382.02	105.31 %	\$62,768.08	46.24 %	\$62,768.08	46.24 %
Food Purchases								
Food Purchases & Govnmt	\$143,382.02	105.31 %	\$143,382.02	105.31 %	\$62,768.08	46.24 %	\$62,768.08	46.24 %
Supplies								
4300	\$16,866.56	12.39 %	\$16,866.56	12.39 %	\$19,457.52	14.33 %	\$19,457.52	14.33 %
Materials & Supplies								
4400	\$0.00	0.00 %	\$0.00	0.00 %	\$17,085.36	12.59 %	\$17,085.36	12.59 %
Noncapitalized Equipment-Under \$5000								
4790	(\$2,436.38)	-1.79 %	(\$2,436.38)	-1.79 %	\$0.00	0.00 %	\$0.00	0.00 %
Supplies (Food)								
Supplies	\$14,430.18	10.60 %	\$14,430.18	10.60 %	\$36,542.88	26.92 %	\$36,542.88	26.92 %
Salaries								
2200	\$90,886.54	66.76 %	\$90,886.54	66.76 %	\$95,181.64	70.11 %	\$95,181.64	70.11 %
Classified Salaries								
2300	\$41,154.54	30.23 %	\$41,154.54	30.23 %	\$40,753.62	30.02 %	\$40,753.62	30.02 %
Class.Sup/Admin Salaries								

Statement of Revenue and Expense
Anaheim Union High School District

	Period Ending 07/31/2017				Period Ending 07/31/2016			
	Monthly	%	YTD	%	Monthly	%	YTD	%
2400	\$27,686.15	20.34 %	\$27,686.15	20.34 %	\$27,633.39	20.36 %	\$27,633.39	20.36 %
Clerical/Office Salaries								
Salaries	\$159,727.23	117.32 %	\$159,727.23	117.32 %	\$163,568.65	120.49 %	\$163,568.65	120.49 %
Benefits								
3202	\$23,905.48	17.56 %	\$23,905.48	17.56 %	\$8,591.20	6.33 %	\$8,591.20	6.33 %
PERS, Classified Position								
3302	\$12,232.52	8.98 %	\$12,232.52	8.98 %	\$12,525.94	9.23 %	\$12,525.94	9.23 %
OASD/MED/Classified Position								
3402	\$179,225.27	131.64 %	\$179,225.27	131.64 %	\$185,421.85	136.59 %	\$185,421.85	136.59 %
Hlth/Welfare, Classified								
3502	\$79.92	0.06 %	\$79.92	0.06 %	\$81.86	0.06 %	\$81.86	0.06 %
SUI, Classified Position								
3602	\$3,669.73	2.70 %	\$3,669.73	2.70 %	\$3,702.36	2.73 %	\$3,702.36	2.73 %
Workers Comp, Classified								
3802	\$0.00	0.00 %	\$0.00	0.00 %	\$0.54	0.00 %	\$0.54	0.00 %
PERS Reduc, Classified								
Benefits	\$219,112.92	160.94 %	\$219,112.92	160.94 %	\$210,323.75	154.93 %	\$210,323.75	154.93 %
Other Expenses								
5200	\$341.01	0.25 %	\$341.01	0.25 %	\$1,052.94	0.78 %	\$1,052.94	0.78 %
Travel & Conference								
5500	\$5,415.00	3.98 %	\$5,415.00	3.98 %	\$13,314.63	9.81 %	\$13,314.63	9.81 %
Operation & Housekeeping								
5600	\$3,426.43	2.52 %	\$3,426.43	2.52 %	\$9,644.04	7.10 %	\$9,644.04	7.10 %
Rental/Lease/Repair								
5800	\$0.00	0.00 %	\$0.00	0.00 %	\$2,000.00	1.47 %	\$2,000.00	1.47 %
Prof. Consult Service								
5900	\$5,566.83	4.09 %	\$5,566.83	4.09 %	\$88.10	0.06 %	\$88.10	0.06 %
Fax, Pager, Postage								
Other Expenses	\$14,749.27	10.83 %	\$14,749.27	10.83 %	\$26,099.71	19.23 %	\$26,099.71	19.23 %
Capital Outlay								
6500	\$33,778.02	24.81 %	\$33,778.02	24.81 %	\$0.00	0.00 %	\$0.00	0.00 %
Equipment- Over \$5000								
Capital Outlay	\$33,778.02	24.81 %	\$33,778.02	24.81 %	\$0.00	0.00 %	\$0.00	0.00 %
Total Expense	\$585,179.64	429.81 %	\$585,179.64	429.81 %	\$499,303.07	367.80 %	\$499,303.07	367.80 %
Net Profit (Loss)	(\$449,031.83)	-329.81 %	(\$449,031.83)	-329.81 %	(\$363,548.89)	-267.80 %	(\$363,548.89)	-267.80 %

Show all data

ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2017/18 MONTHLY ENROLLMENT REPORT

MONTH 1

08/09/17 to 09/01/17

EXHIBIT JJ

HIGH SCHOOL	REGULAR DAY						Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	9th	10th	11th	12th	Subtotal	Hosp/Hm				
Anaheim	752	784	695	608	2,839	1	127	2,967		
Cypress	782	677	673	643	2,775	-	97	2,872		
Katella	671	641	628	618	2,558	2	155	2,715		
Kennedy	598	552	626	560	2,336	2	84	2,422		
Loara	476	498	493	466	1,933	2	132	2,067		
Magnolia	440	373	398	388	1,599	1	126	1,726		
Oxford	206	195	201	193	795	-	-	795		
Savanna	476	464	504	422	1,866	-	60	1,926		
Western	466	504	430	377	1,777	1	85	1,863		
Total Comprehensive	4,867	4,688	4,648	4,275	18,478	9	866	19,353		
Independent Learning Centers	1	8	42	213	264	1	-	265		
Gilbert High School	-	4	104	457	565	-	112	677		
Katella Satellite Independent Study	3	4	6	15	28	-	-	28		
Kennedy Satellite Independent Study	-	12	23	17	52	-	-	52		
Polaris High School	2	25	31	50	108	-	-	108		
Special Education Transition Program	-	-	-	-	-	-	145	145		
Total Alternative Ed	6	53	206	752	1,017	1	257	1,275		
Hope	-	-	-	-	-	-	233	233		
Total Senior High Schools	4,873	4,741	4,854	5,027	19,495	10	1,356	20,861		

JUNIOR HIGH SCHOOL	REGULAR DAY				Subtotal	Hosp/Hm	SP ED	TOTAL STUDENTS
	7th	8th	9th	10th				
Ball	442	509	951	43	996			
Brookhurst	534	470	1,004	50	1,056			
Dale	471	550	1,021	70	1,091			
Lexington	767	662	1,429	29	1,458			
Orangeview	381	395	776	49	826			
Oxford	210	208	418	-	419			
South	760	698	1,458	66	1,525			
Sycamore	676	686	1,362	46	1,409			
Walker	485	569	1,054	38	1,092			
Total Comprehensive	4,726	4,747	9,473	391	9,872			
Polaris High School	-	4	4	-	4			
Total Junior High Schools	4,726	4,751	9,477	391	9,876			

DISTRICT TOTAL	30,737
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ANAHEIM UNION HIGH SCHOOL DISTRICT

Business Division

2017/18 MONTHLY ENROLLMENT REPORT

GROWTH vs. DECLINE - MONTH to MONTH COMPARISON

Month 1

HIGH SCHOOL	Month 10	Month 1	Growth v. (Decline)
Anaheim	2,804	2,967	163
Cypress	2,701	2,872	171
Katella	2,643	2,715	72
Kennedy	2,400	2,422	22
Loara	2,124	2,067	(57)
Magnolia	1,715	1,726	11
Oxford	784	795	11
Savanna	1,912	1,926	14
Western	1,915	1,863	(52)
Total Senior High	18,998	19,353	355

JUNIOR HIGH SCHOOL	Month 10	Month 1	Growth v. (Decline)
Ball	1,041	996	(45)
Brookhurst	1,070	1,056	(14)
Dale	1,227	1,091	(136)
Lexington	1,384	1,458	74
Orangeview	842	826	(16)
Oxford	412	419	7
South	1,499	1,525	26
Sycamore	1,409	1,409	-
Walker	1,146	1,092	(54)
Total Junior High	10,030	9,872	(158)

Total Comprehensive Schools	29,028	29,225	197
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Alternative Education	Month 10	Month 1	Growth v. (Decline)
Independent Learning Centers	237	265	28
Gilbert High School	698	677	(21)
Hope	223	233	10
Katella Satellite Independent Study	-	28	28
Kennedy Satellite Independent Study	-	52	52
Polaris High School	244	112	(132)
Special Education Transition Program	121	145	24
Total Alternative Ed.	1,523	1,512	(11)
District Total	30,551	30,737	186

**AMENDMENT TO
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2017-2018**

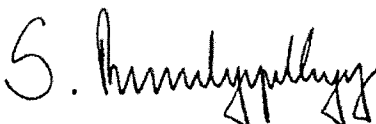
As of October 24, 2017, the agreement entitled “College and Career Access Pathways Partnership Agreement (CCAP Agreement)” between Cypress College (“COLLEGE”) a college of the North Orange County Community College District, (NOCCCD) and Anaheim Union High School District (“SCHOOL DISTRICT”) will be amended by adding one educational program (ADDENDUM A).

This change is only the addition of four courses, and additional terms to courses included in the original agreement. 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 October 24, 2017

By: _____
Anaheim Union High School District
Dr. Jaron Fried
Assistant Superintendent, Education Services

By: 
Cypress College
Santanu Bandyopadhyay, Ph.D.
Executive Vice President, Educational
Programs & Support Services

By: _____
North Orange County Community College District
Cherry Li-Bugg, Ph.D.
Vice Chancellor, Educational Services and Technology

ADDENDUM A - Pg. 1 of 2

1. **CCAP AGREEMENT PROGRAM YEAR 2017-2018** – The 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: 2017-2018

COLLEGE: Cypress College

EDUCATIONAL PROGRAMS: Management, CIS, Kinesiology, SCHOOL DISTRICT: Anaheim Union High School District
 HIGH SCHOOL: Magnolia, Cypress, Oxford, Western, Savanna, Kennedy

TOTAL NUMBER OF STUDENTS TO BE SERVED: 120 students	TOTAL PROJECTED FTES: 7 FTES
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COURSE NAME	COURSE NUMBER	Number of Sections	TERM	TIME	DAYS/ DATE	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
CISCO Networking 1	CIS-230C	4	Summer 2017 & Fall 2017 & Spring 2018 & Summer 2018	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS Magnolia
CISCO Networking 2	CIS-231C	4	Summer 2017 & Fall 2017 & Spring 2018 & Summer 2018	TBD	TBD	TBD	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS Magnolia
PC Hardware Configurations	CIS 162	3	Fall 2017 & Spring 2018 & Summer 2018	TBD	TBD	TBD	<input type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS AUHSD
Writing for Business	MGT 211	2	Spring 2018 & Summer 2018	TBD	TBD	TBD	<input type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS AUHSD
Legal Environment of Business	MGT 240	2	Spring 2018 & Summer 2018	TBD	TBD	TBD	<input type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input checked="" type="checkbox"/> HS AUHSD
First Aid, CPR and Emergencies	KIN 235	2	Spring 2018 & Summer 2018	TBD	TBD	TBD	<input type="checkbox"/> CC <input type="checkbox"/> HS	<input checked="" type="checkbox"/> CC <input type="checkbox"/> HS AUHSD

Note: All referenced Sections from AB 288 (Education Code 76004)

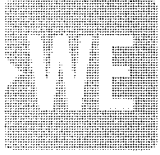
ADDENDUM A – Pg. 2 of 2

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

College credit courses have been offered previously to college bound AUHSD students. The courses helped those students to access college and be successful as they begin their college career.

2. **BOOKS AND INSTRUCTIONAL MATERIALS** - The total estimated 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
First Aid, CPR and Emergencies	a. Pocket Mask ARC b. Responding to Emergencies ISBN: 9781584805540	\$20.00 \$66.75		
Career Explorations	a. N/A		Career Assessment Package	\$25.00
Writing for Business	a. Business Communication Edition: 9th ISBN: 9781305957961	\$250.00		
Asian Pacific American History	a. Strangers from a Different Shore: A History of Asian Americans	\$10.96		
	b. Unbound Feet: A Social History of Chinese American in San Francisco	\$29.47		
	c. The Accidental Asian: Notes of a Native Speaker	\$9.92		
PC Hardware Configurations	a. CompTIA A+ Guide to Managing & Maintaining Your PC, 8th Edition ISBN 978-1-133-13508-1	\$139.95	Materials Fee	\$3.00



EDUCATIONAL PARTNER AGREEMENT

WE SCHOOLS

August 2017 – July 2020

Welcome to WE Schools. WE's signature year-long educational program, WE Schools, empowers young people to discover the causes they care about and take actions to make a difference. The WE Schools program motivates young people to take action at home and abroad by providing accessible resources that are educational focused and cause inclusive, bringing relevance and excitement into your schools.

WE Schools Educational Partners commit to supporting and collaborating with WE on the delivery and promotion of the WE Schools program in their School District¹. Like you, we believe in a world where young people are free to achieve their fullest potential as agents of change. Through service-based learning and engagement, WE Schools will equip your students to develop skills for success academically, in the workforce, and as active citizens.

WE Schools Schools participate free of charge and commit in five simple steps.

1. Sign up: register online to access WE Schools resources and their WE Schools Coordinator
2. Discover your cause: commit with students to learn about one local and one global cause
3. Develop your skills: plan with students how to take action on the causes they care about
4. Take action: commit with students to take action on their local and global cause
5. Celebrate their impact: report back to WE on student actions taken in the fall and spring of the academic school year²

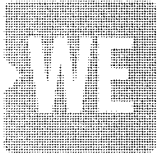
Partnership Terms

This Partnership Agreement between your School District and WE will be entered into effect from August 2017 – July 2020 and will include the following:

- Both parties will collaborate on maximizing student opportunities through the WE Schools Program to all schools through:
 - Program Delivery
 - Resource Implementation and Delivery
 - Monitoring and Evaluation of student and school impacts
- Both parties will collaborate on enhancing District-specific opportunities that help to foster the WE Schools program experience that may include, but are not limited to:
 - Professional development sessions
 - School assemblies and conferences
 - School motivational speeches
 - WE Day participation and RSVPs for District representatives

¹ Inclusive to school board, school division, etc.

² Two online surveys will be sent to WE Schools educators via a WE Schools Coordinator.



Partnership Deliverables: Educational Partner

- Provide an appointed liaison within the District who will coordinate details with WE to help ensure the success of the program within your schools
- Promote endorsement of the WE Schools program and WE's mission to empower young people as agents of change
- Approve WE Schools Coordinators to contact schools for the purposes of year-long support and WE Schools promotion
- Communicate WE Schools program timelines to schools (fall and spring reporting timelines, campaign time periods, sign-ups for enhanced opportunities)
- Provide in-kind transportation and teacher coverage costs for WE Schools opportunities such as professional development sessions and student conferences (where possible)
- Provide timeline feedback on how best to continually improve WE Schools program delivery
- Consideration of WE Charity as a partner charity in District-wide initiatives

For Educational Partners in WE Day regions, partnership deliverables will include:

- Assistance in contacting all schools to complete the WE Day application process³
- Provide eligible school lists for WE Day application
- Support in central distribution of program and ticket packages to eligible schools (if desired)
- Provide in-kind transportation and teacher release time coverage to access WE Day (where possible)

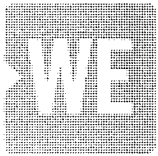
Partnership Deliverables: WE

- Provide an appointed Partnerships Manager who will work with the District's liaison to ensure ongoing support of the WE Schools program in schools
- You will be recognized as an official "Educational Partner" on WE printed material that include, but are not limited to: WE Annual Reports, Impact Evaluations, District Activity Reports
- You will be recognized as an official "Educational Partner" at relevant WE events that may include: WE Day, Professional Development sessions, Youth Summits
- Communicate with Liaison to ensure WE Schools registration process is maximized through ongoing communication and registration updates
- Seeking opportunities to showcase schools' and students' stories on WE's social media outlets, community public relations, school district meetings (where possible)
- Delivery of District Activity Reports (mid-year and end of year) highlighting WE Schools participation numbers, student testimonials, and summary of local and global actions and impacts

For Educational Partners in We Day regions, WE will provide enhanced support by:

- Providing timely registration information to District liaison with information regarding schools who applied and were accepted

³ WE Day schools are allocated on a first-come first-serve basis through the online WE Schools registration & WE Day application



- Seeking opportunities to showcase schools' and students' stories at WE Day
- Assistance offered in contacting schools to complete the WE Day application process with the understanding that any schools which fail to confirm will be put on a waitlist and may be unable to attend
- Organization and allocation of WE Day event tickets for eligible schools who receive tickets

Acceptance of Partnership

Each of the WE and Educational Partner representatives accepts the terms and conditions set forth in this Partnership Agreement and agrees to perform its responsibilities under it.

School District Acceptance:

School District Name

School District or Senior Administrator Name

Administrator Email

School District Liaison or Main Contact Name

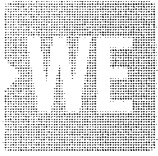
Liaison Email

Administrator Signature

Date of Signature

Liaison Signature

Date of Signature



WE Acceptance:

Signature

Date of Signature

Kristal Webster
Manager, WE Schools California
1.415.302.9263
kristal.webster@we.org

Thank you.

We look forward to three incredible years of partnership ahead!

1 AGREEMENT NUMBER: 10086

2 AGREEMENT FOR PARTICIPATION
3 INSIDE THE OUTDOORS
4 SCHOOL PROGRAM
5 PUBLIC SCHOOLS 2017-20186 This AGREEMENT is hereby entered into this 1st day of September,
7 2017, by and between the Orange County Superintendent of Schools, 200
8 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to
9 as SUPERINTENDENT, and Anaheim Union High School District,
10 hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT
11 shall be collectively referred to as the Parties.12 TERMS, CONDITIONS, AND RESPONSIBILITIES13 1.0 SUPERINTENDENT shall provide a forty-five (45) minute to
14 seventy-five (75) minute Inside the Outdoors - School Program,
15 hereinafter referred to as PROGRAM, more specifically described in
16 Exhibit "A", which is attached hereto and incorporated by reference
17 herein.18 2.0 This AGREEMENT shall be in full force and effect for the period
19 commencing September 1, 2017 and ending August 31, 2018. **This**
20 **AGREEMENT must be fully executed by the Parties and be on file with**
21 **the SUPERINTENDENT prior to DISTRICT participating in the PROGRAM.**22 3.0 In compliance with Education Code Section 35330 DISTRICT hereby
23 declares that no student has been denied the opportunity to
24 participate in the PROGRAM because of the inability to pay the
25 required fee. DISTRICT has made every effort to acquire the
financial support from fund-raising efforts, parents, and the

1 community to assist those students who are unable to pay the required
2 fee.

3 4.0 SUPERINTENDENT shall provide the PROGRAM for DISTRICT'S
4 school(s) pursuant to Exhibit "A".

5 5.0 DISTRICT shall provide one (1) certificated employee to
6 participate in the PROGRAM with each group of 25-30 students.

7 5.1 All participating certificated employees and adult aides,
8 in cooperation with the PROGRAM staff, shall be expected
9 to take an active role in the supervision of students.

10 6.0 Should a DISTRICT group exceed four (4) classrooms on a given
11 day (approximately one hundred twenty (120) students), the additional
12 classroom(s) may be scheduled to participate on another day.

13 7.0 DISTRICT shall be responsible for the supervision and care of
14 its students. DISTRICT shall also be responsible for the actions of
15 its students and employees while participating in the PROGRAM.

16 8.0 DISTRICT shall hold harmless, defend, and indemnify the Orange
17 County Superintendent of Schools, the Orange County Board of
18 Education, and its officers, agents, and employees from any and all
19 claims for damages resulting from the acts or omissions of DISTRICT,
20 its officers, agents, employees, and students with respect to the
21 Inside the Outdoors - School Program.

22 SUPERINTENDENT shall hold harmless, defend, and indemnify the
23 DISTRICT, its Governing Board, officers, agents, employees, and
24 students from any and all claims for damage resulting from the acts
25 or omissions of the Orange County Superintendent of Schools, the

1 Orange County Board of Education and its officers, agents, and
2 employees with respect to the Inside the Outdoors - School Program.

3 9.0 Any notice of **cancellation** by DISTRICT must be received in
4 writing by SUPERINTENDENT at least **twenty (20)** business days,
5 excluding holidays, prior to the scheduled PROGRAM date. In the
6 event of a cancellation, the DISTRICT is responsible to find an
7 equivalent replacement no later than ten (10) business days prior to
8 the cancelled program date; SUPERINTENDENT may also attempt to find
9 an equivalent replacement if possible. **If DISTRICT or SUPERINTENDENT**
10 **is unable to find an equivalent replacement, DISTRICT will be charged**
11 **ninety percent (90%) of the full cost of the scheduled PROGRAM.** If
12 DISTRICT'S School wishes to **reschedule** a scheduled PROGRAM date,
13 DISTRICT'S School may be charged an additional fee of One hundred
14 dollars (\$100.00).

15 10.0 DISTRICT agrees to pay SUPERINTENDENT per student or per PROGRAM
16 more specifically described in Exhibit "A", which is attached hereto
17 and incorporated by reference herein. Payment shall be based on the
18 number of students that actually attend, but no less than ninety
19 percent (90%) of the number of students identified in Exhibit "A".

20 If DISTRICT'S SCHOOL is designated as sponsored, a minimum enrollment
21 requirement is ninety percent (90%) of the contracted number of
22 students, and is paid by sponsorship. If the number of students who
23 attend is less than ninety percent (90%) of the contracted enrollment
24 number, SCHOOL will be charged a per student fee for all students
25 that fall below ninety percent (90%).

1 10.1 A day of participation is defined as a student being
2 present during any part of a scheduled PROGRAM day.

3 10.2 Should the scheduled attendance from any given school in a
4 DISTRICT change by more than ten percent (10%), the
5 DISTRICT shall inform SUPERINTENDENT in writing at least
6 twenty (20) business days prior to the first (1st) day of
7 attendance.

8 10.3 Schools may be charged an additional transportation fee of
9 \$50.00 - \$125.00 per day, if and as set forth in
10 Exhibit A.

11 11.0 Full payment of fees by DISTRICT must be received by
12 SUPERINTENDENT within thirty (30) calendar days of billing postmark.

13 12.0 DISTRICT agrees to bear the expense of repairs and/or breakage
14 resulting from unreasonable wear or abuse to property and/or
15 equipment caused by its students and/or teachers participating in the
16 PROGRAM.

17 13.0 DISTRICT hereby delegates, by approval of this AGREEMENT to the
18 District Superintendent or the District Superintendent's designee,
19 pursuant to Education Code Section 17604, the authority to allow
20 additional schools or students to participate in the Inside the
21 Outdoors - School Program during the term of AGREEMENT.

22 14.0 NOTICE. All notices or demands to be given under this AGREEMENT
23 by either party to the other, shall be in writing and given either
24 by: (a) personal service or (b) by U.S. Mail, mailed either by
25 registered or certified mail, return receipt requested, with postage
prepaid. Service shall be considered given when received if

1 personally served or if mailed on the third day after deposit in any
2 U.S. Post Office. The address to which notices or demands may be
3 given by either party may be changed by written notice given in
4 accordance with the notice provisions of this section. As of the
5 date of this AGREEMENT, the addresses of the parties are as follows:

6 DISTRICT: Anaheim Union High School District
501 North Crescent Way
7 Anaheim, California 92803
Attn: _____

8 SUPERINTENDENT: Orange County Superintendent of Schools
9 200 Kalmus Drive
P.O. Box 9050
10 Costa Mesa, California 92628-9050
Attn: Patricia McCaughey

11 15.0 In the interest of public health, SUPERINTENDENT provides a
12 tobacco-free environment. Smoking or the use of any tobacco products
13 are prohibited in buildings and vehicles, and on any property owned,
14 leased or contracted for by the SUPERINTENDENT pursuant to
15 SUPERINTENDENT Policy 400.15. Failure to abide with conditions of
16 this policy could result in the termination of this AGREEMENT.

17 16.0 SUPERINTENDENT and DISTRICT agree that they will not engage in
18 unlawful discrimination in employment of persons because of race,
19 color, religious creed, national origin, ancestry, physical handicap,
20 medical condition, marital status, or sex of such persons.

21 17.0 SUPERINTENDENT and DISTRICT agree that this AGREEMENT shall be
22 construed and entered into in accordance with the laws of the State
23 of California, through California state courts with venue in Orange
24 County, California.

1 18.0 If any term, covenant, condition or provision of this AGREEMENT
2 is held by court of competent jurisdiction to be invalid, void or
3 unenforceable, the remainder of the provisions shall remain in full
4 force and effect and shall in no way be affected, impaired or
5 invalidated thereby.

6 19.0 The failure of SUPERINTENDENT or DISTRICT to seek redress for
7 violation of, or to insist upon, the strict performance of any term
8 or condition of this AGREEMENT, shall not be deemed a waiver by that
9 party of such term or condition, or prevent a subsequent similar act
10 from again constituting a violation of such term or condition.

11 20.0 This AGREEMENT contains the entire agreement between
12 SUPERINTENDENT and DISTRICT regarding the services and any agreement
13 hereafter made shall be ineffective to modify this AGREEMENT in whole
14 or in part unless such agreement is embodied in an amendment to this
15 AGREEMENT which has been signed by both SUPERINTENDENT and DISTRICT.
16 This AGREEMENT supersedes all prior negotiations, understandings,
17 representations and agreements.

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22 [THIS SECTION INTENTIONALLY LEFT BLANK]
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1 IN WITNESS WHEREOF, the Parties hereto have caused this
2 AGREEMENT to be executed.

3 DISTRICT: ANAHEIM UNION HIGH
4 SCHOOL DISTRICT

ORANGE COUNTY SUPERINTENDENT OF
SCHOOLS

5 BY: _____
 Authorized Signature

BY: Patricia McCaughey
 Authorized Signature

6 PRINT NAME: _____

PRINT NAME: Patricia McCaughey

7 TITLE: _____

TITLE: Administrator

8 DATE: _____

DATE: September 12, 2017

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School Programs

Exhibit A

School	Site / Program	Scheduled Date	Previous Date	Grade	Number of Students	Flat Fee* or Fee per Student	Comments
Anaheim High School (AUHSD)	TRAVELING SCIENTIST 3 -	10/23/2017		HS	80	no charge	1ST SERVICE LEARNING VISIT
Anaheim High School	Mileage	10/23/2017				no charge	
Anaheim High School	TRAVELING SCIENTIST 3 -	11/17/2017		HS	80	no charge	2ND SERVICE LEARNING VISIT
Anaheim High School	Mileage	11/17/2017				no charge	
Anaheim High School	WHAT ABOUT WATER SHOWCASE	1/9/2018		HS	1	no charge	Assembly/Expo
Anaheim High School	Mileage	1/9/2018				no charge	

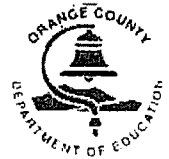
Note:

- (1) The Orange County Superintendent of Schools shall have the final approval on all revisions/modifications made to Exhibit A.
- (2) Cancellations and/or modifications to the number of pupils indicated in Exhibit A are subject to the terms and conditions of Section 9.0 and Section 10.0 of the Agreement.



Inside the Outdoors Fees for 2017-2018

Programs support the current California state standards.



Field Trips

	Cost to School	Full Cost of Program
2 hour Programs		
Kindergarten- Ecosystem Extravaganza Shipley Nature Center or Mt. San Antonio College	\$8.50	\$25.50
First Grade - Ecosystem Extravaganza Shipley Nature Center or Mt. San Antonio College	\$8.50	\$25.50
Second Grade - Ecosystem Extravaganza Shipley Nature Center or Mt. San Antonio College	\$8.50	\$25.50
Second and Third Grade Wild Wetlands and Santiago Oaks	\$15.50	\$25.50
Third Grade Aliso Watershed or Chino Hills	\$15.50	\$25.50
Third Grade - Gabrieliño Walk Shipley Nature Center or Mt. San Antonio College	\$8.50	\$25.50
Fourth Grade - Native American Program Shipley Nature Center or Mt. San Antonio College	\$8.50	\$25.50
Fourth Grade - Investigating Ecosystems Irvine Regional Park	\$15.50	\$25.50
Fifth Grade - Investigating Ecosystems Rancho Soñado, Santiago Oaks	\$15.50	\$25.50
3 hour Programs		
Third and Fourth Grade Key Ranch (Site closed until further notice.)	\$17.50	\$35.00
Helena Modjeska House	\$17.50	\$35.00
Full Day (5.5 hour) Programs		
Fourth Grade Irvine Regional Park, Upper Newport Bay	\$35.00	\$70.00
Fifth and Sixth Grade Crystal Cove, Modjeska Canyon, Rancho Soñado	\$35.00	\$70.00

Traveling Scientist Programs

Traveling Scientist Fee: \$390.00 for up to 60 students and \$6.50 for each additional student
(Full cost: \$10.00 per student)

Additional Birds of Prey Fee: \$75.00 for up to 60 students and \$1.25 for each additional student
(Full cost: additional \$1.50 per student)

Assembly Fee: \$390.00 for first assembly and \$70.00 for each additional assembly in the same day
Amazing Animals and Science Night Presentations

Birds of Prey Assembly: \$465.00 for first assembly and \$70.00 for each additional assembly in the same day

Traveling Scientist Programs have a daily mileage fee.

Additional Grant Opportunities available: visit www.insidetheoutdoors.org or call (714) 708-3885.

North Orange County Regional Consortium Member

MEMORANDUM OF UNDERSTANDING

This agreement of understanding made and entered into on **9/11/2017** by and between the **Anaheim Union High School District** and known henceforth in this document as “the **Facility**” and **North Orange Continuing Education (NOCE)** as part of the **North Orange County Community College District**, as fiscal agent for the North Orange County Regional Consortium for Adult Education (NOCRC), **hereinafter called “The District.”**

This Memorandum of Understanding shall stand as evidence that the **Facility** and the **District** intend to work together toward the mutual goal of executing the strategies of the NOCRC for the Adult Education Block Grant (AEBG) to improve the delivery of adult education in the region. To this end, both entities agree to coordinate services accordingly.

NOCRC AEBG, English Second Language (ESL) Workgroup Approved Strategy: **Off-Site Babysitting**

RESPONSIBILITIES:

- A. **The Facility** is a Member of the consortium which entails ongoing communication and collaboration with the consortium throughout the duration of this MOU.
- B. The **Facility** will provide staff and facilities for babysitting in conjunction with existing and future adult education classes. Facility agrees that all babysitters have undergone the background and fingerprinting process and can provide evidence of clearance to **the Facility** and **District** before working with children.
- C. **The Facility** agrees to comply with all state regulations and standards.
- D. **The District** as a Member of the consortium will provide instructional resources for ESL
- E. **The District** as fiscal agent for the NOCRC AEBG will reimburse the **Facility** as denoted in Responsibility F.



- F. Initial cost for babysitting will be covered by the **Facility**. Reimbursement will be based on the actual cost of the Responsibility as identified in Appendix 1: Babysitting Summary Form. Monthly invoices broken down by site with accompanying back-up are to be provided to the **District** and will be paid using the NOCRC AEBG allocation. Reimbursement may not exceed the approved amount of **\$15,000.00**.
- G. The **Facility** will also provide babysitting attendance sheets broken down by class/workshop and babysitting provider(s) with the monthly invoice submittal and/or when requested by the **District** and/or State AEBG Office.
- H. The **Facility** acknowledges that continued funding of the NOCE ESL courses is contingent upon strong enrollment in said courses as determined by NOCE.

HOLD HARMLESS/INSURANCE:

Hold Harmless: The **Facility** and the **District** each agrees to hold harmless, defend, and indemnify the other, and the officers, employees, boards, volunteers, and agents of each from and against any and all losses, claims or expenses (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to, and to the extent that such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligence or intentional acts or omissions of the indemnifying party, its officers, employees, boards, volunteers, or agents.

Insurance: The **Facility** and the **District** each agrees to procure insurance for its activities in connection to this Agreement and keep in force and maintain the following policies of insurance:

1. Commercial General Liability insurance with limits of no less than \$1,000,000 per occurrence/\$3,000,000 aggregate and covering bodily injury liability, property damage liability, personal and advertising injury liability, and contractual liability (including the indemnification requirement as set forth in Hold Harmless clause above) of each party in connection to the performance of services under this Agreement.
2. Business Auto Liability insurance with limits of no less than \$1,000,000 per occurrence/\$3,000,000 aggregate and covering the use of "owned, non-owned and hired" autos by or on behalf of each party in the performance of services under this Agreement.

3. Workers Compensation insurance to statutory limits and Employer's Liability insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

4. Sexual Abuse or Molestation Liability insurance with limits of no less than \$2,000,000 per occurrence/\$3,000,000 aggregate.

It is further agreed and understood that the insurance carried by each party is primary and non-contributory to insurance carried by the other party, and that each agrees to waive any right of subrogation it may have, or its insurer may have, as it relates to payments issued in connection to workers compensation losses. Each party shall provide the other party a certificate of insurance prior to the commencement of services under this Agreement. Each party, at its sole option, may satisfy all or any portion of this insurance requirement through a program of self-insurance, commercial insurance, or any combination thereof.

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.

This agreement shall be effective for the period beginning **September 11, 2017** to **June 30, 2018**. Either party hereto may at any time terminate the agreement with or without cause upon thirty (30) days written notice to the other party of such termination. At the end of said thirty (30) day notice period, this agreement shall be forthwith terminated for all purposes.

MEMBER DISTRICT

**NORTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT
1830 W. ROMNEYA DRIVE
ANAHEIM, CA 92801**

BY:

BY: DR. W. CHERRY LI BUGG

POSITION:

**VICE CHANCELLOR, EDUCATIONAL SERVICES &
TECHNOLOGY**

DATE:

DATE:



NORTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
Greatness. Achieved.

NOCRC
NORTH ORANGE COUNTY
REGIONAL CONSORTIUM
FOR ADULT EDUCATION

**NORTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT
1830 W. ROMNEYA DRIVE
ANAHEIM, CA 92801**

**NORTH ORANGE COUNTY REGIONAL
CONSORTIUM FOR ADULT EDUCATION
1830 W. ROMNEYA DRIVE
ANAHEIM, CA 92801**

BY: JENNEY HO

DISTRICT DIRECTOR, PURCHASING

DATE:

BY: VALENTINA PURTELL

**NOCCCD BOARD APPROVED DESIGNEE FOR
NOCRC/NORTH ORANGE CONTINUING
EDUCATION PROVOST**

DATE:

**Independent Contractor Agreement
between the Anaheim Union High School District and the Anaheim
Family YMCA**

This agreement, made and entered into this 5th day of October , 2017, by and between the Anaheim Union High School District, hereinafter referred to as "District," and Anaheim Family YMCA, hereinafter referred to as "YMCA", as follows:

Whereas, the District has been awarded a California Department of Education After School Education and Safety Program direct grant in the amount of \$784,473.41 for the fiscal year July 1, 2017 through June 30, 2018.

Whereas, the District wishes to subcontract with the YMCA to provide the program administration, staffing, equipment, materials, training, data collection, and evaluation for the program at Ball, Brookhurst, Dale, Orangeview, South and Sycamore junior high school sites in the District according to the plan approved by the California Department of Education;

It is hereby agreed as follows:

1. The YMCA agrees to provide the required administration, staff and materials to operate the program and to abide by all mandated California Department of Education requirements and District and YMCA Board policy, including but not limited to, fingerprinting all program staff and the recording of all student attendance in the manner prescribed by the State.
2. The YMCA further agrees to complete all reports required by the State according to the prescribed schedule. The YMCA will submit a copy of these reports to the District. The district has access to the State online system (ASSIST) and can view these reports at any time.
3. The YMCA agrees to allow access to all program records as necessary so that District auditors may comply with state audit guidelines.
4. The District agrees to provide adequate space and other resources for the program to operate as per agreed upon standards.
5. Payment from the District to the YMCA will follow the payment schedule of the State to the District. Upon receipt of grant funds and an invoice from the YMCA, the District will forward to the YMCA the amount received. The anticipated payment schedule is as follows:

- 65% of total grant award to be received between July and September
- 25% of total grant award to be received between February and March
- 10% of total grant award to be received upon final reconciliation of the annual grant

In the event of a delay of funds from the State, the YMCA and the District will negotiate an adjusted payment schedule to ensure the uninterrupted continuation of the program.

6. The YMCA must expend all funds received according to the budgets approved by the California Department of Education. Any budget changes must be approved by the CDE before funds can be reallocated and spent.
7. The maximum funding for 2017-2018 shall be \$784,473.41 plus any carryover.
8. The District will retain 5% of expenditures for indirect costs.

In witness whereof, duly authorized representatives of the parties have signed in confirmation of this agreement.

Independent Contractor

School District

By: _____
President and CEO

By: _____
Superintendent

Name: Richard Good
Address: Anaheim Family YMCA
240 S. Euclid
Anaheim, CA 92802

Date: _____

Date: _____

Phone: (714)635-9622
Tax I.D. # 95-1709299

Memorandum of Understanding

Between Anaheim Union High School District and Girls Incorporated of Orange County

This memorandum of understanding 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

Dr. Jaron Fried, Assistant Superintendent
Educational Services Division
 Contact Person/Title

501 N. Crescent Way
Anaheim, CA 92801
 Address

(714) 999-3557
 Phone Number

Girls Incorporated of Orange County

Lucy Santana, CEO
 Contact Person/Title

1815 Anaheim Avenue
Costa Mesa, CA 92627
 Address

(714) 597-8600, Ext. 302
L.Santana@girlsinc-oc.org
 Phone Number/Email

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to maintain an effective working relationship established between Girls Inc. of Orange County (Girls Inc.) and Anaheim Union High School District (AUHSD). AUHSD commits to provide referrals to Girls Inc. of Orange County when appropriate. Girls Inc. of Orange County will provide programming focusing on college and career readiness, communication skills, professionalism, leadership, healthy relationships, substance abuse preventions and peer mentoring.

II. Term

The Memorandum of Understanding shall commence September 5, 2017, through June 29, 2018.

III. Scope of Work

Description of Services

Programming will begin in September 2017 and conclude in May 2018 and will serve over 200 girls. Activities include mock interviews, managing a budget, practicing assertiveness communication and building sisterhood and unity amongst their peers through dialogue and discussion. To effectively implement the program, access to internet or WiFi connectivity will be necessary at each school site.

Location of Services

School sites to receive Girls Inc. programming will be: Sycamore Junior High, Dale Junior High, Ball Junior High, Brookhurst Junior High, Walker Junior High, South Junior High, Orangeview Junior High, Savanna High School, Loara High School, Magnolia High School, Western High School, Katella High School, and Anaheim High School.

IV. Termination

This Memorandum of Understanding shall be effective upon approval of both parties shown below and as dated by both parties for three months. This agreement may be renewed annually by a new document with term, modifications as needed and affixed signatures and dates. Should this Memorandum of Understanding require modification, such changes shall only be added by mutual agreement by both parties. This Memorandum of Understanding may be terminated by either party by issuing a written Notice of Termination (30 days written notice) delivered by email or mail.

Anaheim Union High School District

Girls Inc. of Orange County

Dr. Jaron Fried
Assistant Superintendent,
Educational Services Division



Lucy Santana, CEO

8.21.17

Date

Date

COOPERATIVE AGREEMENT NO. 17-PUENTE-HS-01
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
on behalf of
THE PUENTE PROJECT

and

ANAHEIM UNION HIGH SCHOOL DISTRICT

for

Fiscal Years 2017-18, 2018-19, 2019-20, 2020-21

THIS AGREEMENT, dated **July 1, 2017** is entered into between : The Regents of the University of California at Berkeley, Center for Educational Partnerships (hereinafter called the "University"), on behalf of the Puente Project (hereinafter called "Puente"), and Anaheim Union High School District (hereinafter called "Partner Site").

WHEREAS, the University administers Puente, which has established guidelines for Puente secondary school programs; and

WHEREAS, Puente possesses the capability to provide staff support and training for Partner Site personnel who are implementing these programs at their own secondary school site;

WHEREAS, the mission of the Puente Project is to increase the number of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations; and

WHEREAS, Partner Site has been selected as a Puente program site;

NOW, THEREFORE, in carrying out their respective responsibilities, the parties agree to comply with the following terms, including Attachments A, B and C, attached and incorporated herein:

I. PERIOD OF PERFORMANCE

This Agreement shall be in effect from July 1, 2017 – June 30, 2021. The University is under no obligation to extend this Agreement.

II. STATEMENT OF WORK

A. Partner Site and Puente shall work together to provide a program for educationally disadvantaged students at the following schools:

1. Anaheim High School
2. Katella High School
3. Loara High School
4. Magnolia High School
5. Orangeview Junior High School
6. Savanna High School
7. Western High School

During the seventh, eighth, ninth and tenth grades, students will participate in a class that will satisfy the Partner Site requirements for college preparatory English, taught by a teacher specially trained by Puente. The students will be supported from grades 7-8 and 9-12 by a Puente Counselor, who is trained by Puente

and employed by the Partner Site, and assigned half time to the Puente program. Puente, in collaboration with site teams, will identify community resources to provide students with opportunities for participation in leadership and community activities.

- B. The current *Puente Secondary Program Implementation Guidelines* (hereinafter called the “Puente Guidelines”) is incorporated into this Agreement by reference as though set forth in full, and outlines program responsibilities, roles, and expectations for Puente, Partner Site, and their staffs in detail. Puente and Partner Site agree to follow these Puente Guidelines and the provisions set forth herein in conducting a Puente program. In case of inconsistencies between this Agreement and the Puente Guidelines, this Agreement takes precedence.
- C. The Partner Site agrees to make no changes in the Puente model as specified in the Puente Guidelines without written agreement by the Puente Co-Executive Directors.
- D. Additional programmatic responsibilities for each party are included in Attachments A, B and C.

III. FEES AND PAYMENT SCHEDULE

Partner Site shall provide the fees and payments in accordance with the details below in Sections A, B and C and provided in Attachment D, hereto attached and made a part of this Agreement.

The Partner Site will provide a minimum of \$5,000 directly to the Puente program at Anaheim High School, Katella High School, Loara High School, Magnolia High School, Orangeview Junior High School, Savanna High School and Western High School; by the first day of instruction for each year that this agreement is in effect.

Funds may be used for functions associated with implementing the Puente program Anaheim High School, Katella High School, Loara High School, Magnolia High School, Orangeview Junior High School, Savanna High School and Western High School, as detailed below, subject to Puente Guidelines:

(a) Books	\$1,000
(b) Field Trips	\$2,200
(c) Orientations, workshops, receptions for parents, mentors, and/or students (includes food, awards, promotional materials, translators, entertainment & decorations)	\$1,000
(d) Office supplies & instructional materials	<u>\$ 800</u>
TOTAL	\$5,000

A. Professional Development Costs for Middle School Program

As referenced in Attachment A and B, the Puente Summer Institute and the Fall and Spring regional trainings are mandated by Puente for all faculty implementing the Puente curriculum at their sites.

- 1) For the performance of the work described in Item II, Partner Site agrees to pay \$22,200 for 2017-18; and, \$10,400 for fiscal years 2018-19, 2019-20 and 2020-21 for trainings, coaching, materials and implementation support for a limit of (1) teacher and (1) counselor at Orangeview Junior High School.
- 2) Payments shall be made according to the following payment schedule:

Due Date	Amount of Payment
September 30, 2017	\$22,200
September 30, 2018	\$10,400
September 30, 2019	\$10,400
September 30, 2020	\$10,400

- 3) Upon receiving invoice, payment should be mailed within 30 days to the University of California, Puente Project, Heart Field Annex, Bldg C, M/S 1060, Berkeley, CA 94720-1060.
- 4) Partner Site authorizes an additional payment per person wherein new staff in excess of (1) teacher and (1) counselor is required to be trained by Puente. The per-person cost is provided in Attachment D.

IV. PROGRAMMATIC REPORTING REQUIREMENTS

Partner Site will provide access to student and school data necessary to evaluate the program. Such data include but are not limited to: statistics regarding the school's ethnic breakdown, retention/graduation rates, college acceptance rates, and percentage of English language learners. Data should be compiled and submitted to the Puente Statewide Office.

Reports are to include data on students in the program and comparison groups, including but not limited to: GPAs, progress through school, credits attempted/earned, school attendance, "a-g" courses completed, transcripts, and scores on standardized ACT and College Board tests. Students will also participate in interviews, complete questionnaires, and/or complete other assessment instruments necessary to evaluate the Puente program. In no case will Puente share or publish data which identifies individual students without a release form signed by the student and student's parent or guardian.

Partner Site will compile the following categories of data and submit the information to the Puente Statewide Office for each year that this agreement is in effect:

- A. Final transcripts of **June 2018, June 2019, June 2020 and June 2021** graduates
- B. Tracking form with results for Puente students, consisting of CSIS (California Student Identification System), CAASP (California Assessment of Student Performance and Progress), PSAT/SAT/ACT testing, and EAP (California State University Early Assessment Program); 9th grade and 10th grade (only if student is joining program); Puente student enrollment forms, **accompanied by parent consent forms**. Without parent consent, Puente staff cannot disclose student level data or provide directory information (name, address) to college recruiters, scholarship programs, or financial aid.
- C. 7th, 8th, 9th, 10th and 11th grade enrollment rosters; 7th, 8th, 9th, 10th and 12th grade student surveys; student category information; overall school achievement/grade distribution in non-Puente English courses by grade level; 12th grade roster-graduation verification forms (likelihood of graduation); college acceptance data; College and Career Access Pathways/Concurrent Enrollment participant status; Puente parental involvement survey

V. INFORMATION HANDLING

Partner Site agrees to comply with all applicable laws, including but not limited to applicable provisions of the Federal Family Educational Rights and Privacy Act ("FERPA"), the State of California Education Code, the State Information Practices Act, in its collection, storage, handling, and transmission of student data under this Agreement. Partner Site shall not collect any information (whether by interview, questionnaire from students, parents or the public) in the name of the Regents, Puente or the Puente Statewide Office except as expressly provided for by Section IV or any other provision of this Agreement.

VI. PUBLICATION AND ACKNOWLEDGMENT OF PARTICIPATION

The Partner Site may publish results of its local Puente site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in Puente, administered by the University, and a statement that findings, conclusions, and recommendations are those of the author or Partner Site personnel only and do not necessarily represent the view of the University and the Puente Statewide Office. Two copies of all such publications must be electronically furnished to the Puente Co-Executive Directors following

publication. Such publications include sections of larger reports that describe Partner Site activities.

VII. USE OF PUENTE NAME

It is hereby recognized that the use of the term "Puente Project" is to apply only to programs that have been authorized by the Puente Co-Executive Directors. The Partner Site must advise the Co-Executive Directors or their designee of any planned proposals which solicit funds for the Puente program or any program which is modeled on Puente as soon as possible.

Any public announcements using a press release must receive prior authorization from the Puente Co Executive Directors or their designee. Any publication produced by the Partner Site, which includes a description of Puente, shall use either of the following descriptions, ad verbatim:

"The Puente Project is a national-award winning program that has helped tens of thousands of educationally disadvantaged students enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations. Begun in 1981, Puente combines accelerated instruction, intensive academic counseling, and community leadership opportunities."

"The Puente Project helps to prepare educationally disadvantaged students for college admission and success through its combination of accelerated instruction, intensive academic counseling, and opportunities for community leadership. Puente is open to all students."

If a more-in-depth description (for example, a brief history of the program, numbers of students and sites served, etc.) or if a deviation from this standard description is requested, the Partner Site will contact the Puente Statewide Office.

VIII. UNIVERSITY NAME, LOGO AND TRADEMARKS

"University Trademarks" means the name "University of California," any abbreviation hereof or other trade name, trademark, or logo that represents the University, its products or services. The University Trademarks are protected by federal trademark and California State laws. Partner Site shall 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 of the University, in any commercial context, such as may appear on products, in media (including web sites) and advertisements in cases when such use may imply an endorsement or sponsorship of Partner Site, its products or services. All uses of the University's name and trademarks, therefore, must first receive prior written consent of The Regents of the University of California through the Office of Business Contracts and Brand Protection who can be reached at bcbp@berkeley.edu. This provision complies with the State of California Education Code Section 92000.

IX. INDEPENDENT CONTRACTOR

Partner Site is an independent contractor and is not a joint venture, employee, agent or partner of University. Neither party will have the right to obligate or bind the other in any manner whatsoever.

X. INDEMNIFICATION

Partner Site shall defend, indemnify and hold the University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Partner Site, its officers, employees or agents.

The University shall defend, indemnify and hold Partner Site, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the

extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents, its officers, employees or agents.

XI. INSURANCE

Partner Site at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

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

(a) Each Occurrence	\$1,000,000
(b) Products/Completed Operations Aggregate	\$1,000,000
(c) Personal and Advertising Injury	\$1,000,000
(d) General Aggregate	\$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence if using automobiles in conducting research under this Agreement.
- C. Workers' Compensation as required by applicable law.
- D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the University and the Partner Site against other insurable risks relating to performance of the agreement.
- E. University shall be named as an additional insured on the General Liability and Business Automobile insurance, in proportion to and to the extent of the negligent acts or omissions of Partner Site or Partner Site's officers, employees and agents. Within thirty (30) days of the execution of this Agreement, Partner Site shall furnish University with a Certificate of Insurance evidencing compliance with the insurance provisions of this Agreement and requiring 30 days advance written notice to the University of any modification, change, or cancellation with respect to the Insurance.
- F. The Insurance shall be primary with respect to the University, its officers, agents, and employees, and any self-insurance maintained by the University shall be in excess of and non-contributory to the Insurance.
- G. The coverages required under this Article shall not in any way limit the liability of the Partner Site.

XII. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Partner Site agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60-1.4 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741.5 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service

medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250.5 and 60-300.5 of the Code of Federal Regulations; Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits employment discrimination based on genetic information (including family medical history); and the nondiscrimination clause required by California Government Code Section 12990(c) relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex (including but not limited to pregnancy and gender identity), age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5, Section 8107 of the California Code of Regulations.

XIII. TERMINATION

Either party may terminate this Agreement in whole or in part without cause upon 30 days advance written notice to the other party.

In the event of a material breach of any of the terms and conditions of this Agreement by either part, the non-breaching party may terminate this Agreement by giving thirty (30) days’ written notice to the other party describing the breach. This Agreement shall terminate at the end of the thirty (30) day notice period if the breach is not cured within that time.

Upon Partner Site or Puente’s decision to terminate program, Partner Site will notify Puente parents and students and set in place a transitional plan.

- A. The transitional plan must, at a minimum, designate a counselor who will continue to work with Puente students until their graduation or exit from the school, in order to monitor their individual academic planning towards college enrollment. This will include ensuring that the students are familiar with college requirements and A-G courses, take the requisite tests, and are provided with assistance on the required personal statement and on completing college applications.
- B. The transitional plan must also identify a teacher or counselor who will provide data on the Puente students to the Puente Statewide Office until the students exit the school.
- C. Puente will work with Partner Site to establish further transitional plan guidelines specific to the Partner Site students and parents.

In the event of termination, Puente shall be paid for all services rendered and expenses incurred as of the date of receipt or delivery, as the case may be, of the notice of termination. In addition, if the Partner Site terminates this Agreement, the Partner Site shall pay Puente for all non-cancellable obligations as of the date of delivery of the notice of termination.

All provisions which, by their nature, extend beyond the Term will survive termination of this Agreement, including but not limited to Sections: 8 (University Name, Trademark and Logos), 10 (Indemnification), 11 (Insurance); 15 (Disclaimer of Warranty); and 16 (Limitations of Liability).

XIV. NOTICES

The following staff are the contacts to resolve any issues arising through activities conducted under this agreement.

The Regents/Puente Contacts

Program Matters

Jane Allsopp Co-Executive Director, Puente Project (510) 504-6971 jallsopp@berkeley.edu

Fiscal and Contractual Matters

Synta Bogan Financial Analyst, Center for Ed Partnerships (510) 664-9953 synta@berkeley.edu

Partner Site Contacts

Program Matters

Name:	Title:	Email:
_____	_____	_____

Fiscal and Contractual Matters

Name:	Title:	Email:
_____	_____	_____

Notice pursuant to this Agreement shall be in writing to the above addresses or to such other address that either party may, by written notice, later designate to the other. Notice shall be effective on the date sent by fax or e-mail or delivered personally, or three days after the date of deposit with the U.S. Postal Service, certified mail return receipt requested.

XV. DISCLAIMER OF WARRANTY

THE UNIVERSITY AND PUENTE MAKE NO WARRANTY AS TO THE QUALITY OF OR RESULTS TO BE OBTAINED FROM ANY SERVICES AND/OR FACILITIES PROVIDED BY THE UNIVERSITY AND PUENTE UNDER THIS AGREEMENT, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY WARRANTY OF QUIET ENJOYMENT.

XVI. LIMITATION OF LIABILITY

In no event will the University be liable for consequential, incidental, indirect, punitive or special damages, or loss of profits, data, business or goodwill, regardless of whether such liability is based on breach of contract, tort, strict liability, or other basis of law, and even if the University is advised of the likelihood of such damages.

XVII. WAIVER

Any failure of either party to enforce any of the terms or conditions of this Agreement shall not constitute a waiver and shall not affect or impair such terms or conditions in any way, nor shall it impair the right of such party to avail itself of such remedies as it may have available for any breach of this Agreement.

XVIII. FORCE MAJEURE

If any party fails to timely perform its obligations under this Agreement as a result of acts of God, labor disputes, strikes, actions of governmental authority, acts of terrorism, wars, judicial orders or other causes beyond the reasonable control of the party obligated to perform, then that party’s performance shall be excused for the duration of such force majeure event.

XIX. ATTORNEY FEES

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses incurred.

XX. ASSIGNMENT

Partner Site may not assign this Agreement, or any part hereof, without the written consent of University, which consent or refusal to consent shall be in the absolute discretion of the University and may be granted or withheld without any reason given.

XXI. COMPLIANCE WITH LAW

Each party shall comply with all applicable federal, state and local laws and regulations in connection with its activities pursuant to this Agreement.

XXII. SEVERABILITY

In the event any portion of this Agreement is declared illegal, unenforceable, invalid or void by a court of competent jurisdiction. Such portion shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

XXIII. INTEGRATION

This Agreement, including any and all exhibits, attachments, and appendices, constitutes the entire understanding and agreement between the parties as to all matters contained herein, and supersedes any and all prior agreements, representations and understandings of the parties.

XXIV. 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.

XXV. AMENDMENTS

All amendments or modifications to this Agreement shall be by mutual consent of the parties and shall be in writing.

XXVI. PRIVACY

In the event that personal information or data identifiable to an individual is used in the performance of this Agreement, both parties agree to comply with all applicable local, state and federal laws protecting the privacy of individuals.

XXVII. GOVERNING LAW

This Agreement shall be governed by and interpreted according to the laws of the State of California, without regard to its conflict of law’s provisions.

XXVIII. REPRESENTATION ON 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 the Agreement and the performance of such party’s obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Authorized Representative for Partner Site

Authorized Representative for The Regents

Signature:

Signature:

Date: _____

Date: _____

Name:

Name:

Title:

Title:

Attachment A**RESPONSIBILITIES OF THE PARTNER SITE
HIGH SCHOOL PROGRAM**

Partner Site shall be responsible for the following:

A. Puente Class

The Puente college preparatory ninth and tenth grade English classes shall be scheduled **during the morning**. The Puente 10th grade class is considered an honors class at some sites.

B. Staffing**Staff Selection and Coordination**

Partner Site will provide the following staff for each high school program annually. A program is defined as up to four cohorts of one class of no fewer than 27 students or two classes of 20:1 students each.

1. Certified English Teacher

Teacher's schedule should enable full team participation over a 2-year period (9th and 10th grade English classes).

2. Counselor

Counselor should be a full time (100%) Pupil Personnel Services (PPS) credentialed counselor, preferably bilingual (English-Spanish), assigned at least 50% time to the Puente Project. This assignment means, for example, if Partner Site considers 400 students a full counseling load, then 200 students or (50%) are assigned to the Puente counselor from general counseling and the 50% balance is assigned to the counselor for Puente students, the parent component, and co-ordination of the program. The 50% non-Puente assignment should not be for coordinating or managing another major program e.g., MESA, AVID, ELD etc. For programs with two cohorts per grade level, it is highly recommended that the full counseling load assignment be no greater than 400 students.

3. Clerical assistance of at least 10 hours a week for the Puente Project**4. Consultations and Prior Approvals**

- a. Teaching and counseling staff shall be selected in consultation with Puente. High School Site Administrator will inform the appropriate Puente training coordinator. This required consultation process may include an on-site interview and/or classroom observation by Puente staff. Partner Site maintains final selection discretion.
- b. Any changes in District's teaching and counseling staff for this Agreement must be discussed in advance with the Puente Co-Executive Directors or their designee. Personnel changes made without prior consultation may result in the high school paying for the cost of training the replacement staff. This cost is \$3,400 per person.

C. Office and Administrative Support

1. Partner Site is responsible for providing office space in the counseling department area for the counselor, including a personal computer with access to the school scheduling and student record system, for scheduling and counseling students. Office and equipment shall be provided by the first day of instruction of 2017, 2018, 2019 and 2020.
2. Partner Site agrees to provide office space and a personal computer for the clerical assistance to the program. Office and equipment shall be provided by first day of instruction of 2017, 2018, 2019 and 2020.
3. Partner Site is responsible for providing access to long distance and fax services for counselor, teacher and clerical.

D. Training and Field Trip Days

Partner Site agrees to release counselors and teachers, and to cover substitute teacher costs out of Partner Site funds, to attend all required Puente training sessions and to take students on field trips to colleges and cultural events. Partner Site agrees to reimburse counselors and teachers for the use of their privately owned vehicle for travel to Puente training events. Partner Site will provide up to nine (9) substitute days per Puente teacher to participate in these activities.

Attachment B**RESPONSIBILITIES OF THE PARTNER SITE
MIDDLE SCHOOL PROGRAM**

Partner Site shall be responsible for the following:

A. Puente Class

Implement Puente Language Arts curriculum and assessments for 7th and 8th grade aligned to Puente priorities and Common Core State Standards. Puente Language Arts classes shall be scheduled **during the morning**.

B. Staffing**Staff Selection and Coordination**

Partner Site will provide the following staff for each middle school program annually.

1. Certified English Teacher

Teacher's schedule should enable full team participation over a 2-year period (7th and 8th grade English classes).

2. Counselor

Counselor should be a full time (100%) Pupil Personnel Services (PPS) credentialed counselor, preferably bilingual (English-Spanish), assigned at least 50% time to the Puente Project. This assignment means, for example, if Partner Site considers 400 students a full counseling load, then 200 students or (50%) are assigned to the Puente counselor from general counseling and the 50% balance is assigned to the counselor for Puente students, the parent component, the leadership component, and co-coordination of the program.

3. Clerical assistance of at least 10 hours a week for the Puente Project**4. Consultations and Prior Approvals**

- a. Teaching and counseling staff shall be selected in consultation with Puente. Middle School Site Administrator will inform the appropriate Puente training coordinator. This required consultation process may include an on-site interview and/or classroom observation by Puente staff. Partner Site maintains final selection discretion.
- b. Any changes in District's teaching and counseling staff for this Agreement must be discussed in advance with the Puente Co-Executive Directors or their designee. Personnel changes made without prior consultation may result in the high school paying for the cost of training the replacement staff. This cost is \$3,400 per person.

C. Office and Administrative Support

1. Partner Site is responsible for providing office space in the counseling department area for the counselor, including a personal computer with access to the school scheduling and student record system, for scheduling and counseling students. Office and equipment shall be provided by the first day of instruction of 2017, 2018, 2019 and 2020.
2. Partner Site agrees to provide office space and a personal computer for the clerical assistance to the program. Office and equipment shall be provided by first day of instruction of 2017, 2018, 2019 and 2020.
3. Partner Site is responsible for providing access to long distance and fax services for counselor, teacher and clerical.

D. Training and Field Trip Days

Partner Site agrees to release counselors and teachers, and to cover substitute teacher costs out of Partner Site funds, to attend all required Puente training sessions and to take students on field trips to colleges and cultural events. Partner Site agrees to reimburse counselors and teachers for the use of their privately owned vehicle for travel to Puente training events. Partner Site will provide up to nine (9) substitute days per Puente teacher to participate in these activities.

Attachment C**RESPONSIBILITIES OF PUENTE****MIDDLE SCHOOL PROGRAM**

Puente shall be responsible for the following:

A. Training & Ongoing Professional Development

Puente will provide the following staff development trainings and support at a cost to Partner Site (as referenced in Article III of the Agreement):

1. Puente Summer Institute (PSI): initial mandatory, weeklong training for new teachers and counselors selected to participate in the Puente program. Training program will include instruction on improving student writing, effective counseling strategies, incorporating concepts of community and leadership into the curriculum, working as a team to establish and implement the program, and program accountability.
2. Ongoing training for teachers and counselors participating in the Puente program. Training will consist of regional or statewide training sessions and area network meetings as needed annually.
3. Ongoing support provided by Puente coordinators and state office training staff through telephone and email consultations and site visits.
4. Puente shall provide teacher and counselor resources and materials for promoting the Puente program to the local community
5. In collaboration with site teams, will identify community resources to provide students with opportunities for participation in leadership, volunteer, and community activities.

B. Assessment

1. Puente will provide ongoing assessment of Partner Site's program, including: student outcome data analysis; writing portfolio assessment; statewide and local site assessment data collection and reports.

HIGH SCHOOL PROGRAM**A. Training & Ongoing Professional Development**

Puente will provide the following staff development trainings and support at no cost to Partner Site:

1. Puente Summer Institute (PSI): initial mandatory, weeklong training for new teachers and counselors selected to participate in the Puente program. Training program will include instruction on improving student writing, effective counseling strategies, incorporating concepts of community and leadership into the curriculum, working as a team to establish and implement the program, and program accountability.
2. Ongoing training for teachers and counselors participating in the Puente program. Training will consist of regional or statewide training sessions and area network meetings as needed annually.
3. Ongoing support provided by Puente coordinators and state office training staff through telephone and email consultations and site visits.
4. Puente shall provide teacher and counselor resources and materials for promoting the Puente program to the local community
5. In collaboration with site teams, will identify community resources to provide students with opportunities for participation in leadership, volunteer, and community activities.

B. Assessment

1. Puente will provide ongoing assessment of Partner Site's program, including: student outcome data analysis; writing portfolio assessment; statewide and local site assessment data collection and reports.

FEE SCHEDULE

Professional Development Costs	Year 1 2017-18	Year 2 2018-19	Year 3 2019-20	Year 4 2020-21
Expansion Informational Sessions Teacher observations Consultations with principals Assist with choosing Puente Team Assist with coordinating and implementing student selection activities Trains and supports counselor in selecting Puente class Ongoing programming support Site visits Curriculum <i>\$10,000 fixed cost for Year 1</i>	\$10,000	\$5,000	\$5,000	\$5,000
Puente Summer Institute Trains new Puente team on program pedagogy and practices at 7-day intensive and residential training (approaches to supporting first-generation college aspirants path to college, cultural approaches with students and families, implementation and coordination of program. \$3,400 per person cost: (1) counselor (1) teacher	\$6,800			
2 Day Spring Component Trains Puente team on content areas at 2-day professional development conference (language arts and academic counseling) \$1,100 per person training cost: (1) counselor (1) teacher	\$2,200	\$2,200	\$2,200	\$2,200
2 Day Fall Regional Trains Puente team on content areas at 2-day professional development conference (language arts and academic counseling) \$1,100 per person training cost: (1) counselor (1) teacher	\$2,200	\$2,200	\$2,200	\$2,200
2-Day Portfolio Scoring Ensures that Puente's classroom instruction statewide is aligned to Language Arts content standards and to Puente's portfolio assessment process. Provides necessary and explicit instruction on teaching of writing. \$1,000 per person training cost: (1) teacher	\$1,000	\$1,000	\$1,000	\$1,000
TOTAL FEES DUE TO PUENTE	\$22,200	\$10,400	\$10,400	\$10,400

school climate health & learning
 CALIFORNIA SURVEY SYSTEM

MEMORANDUM OF UNDERSTANDING • 2017/18 SCHOOL YEAR

DISTRICT NAME: Anaheim Union High School District

This agreement outlines conditions to be met by the above named district (the “District”) and WestEd as they relate to access to and the administration of the California Healthy Kids Survey, the California School Staff Survey, and the California School Parent Survey, which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education. **Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.**

I. DISTRICT AGREES TO:

- **Read the Guidebook.** Pay special attention to the section on active and passive consent procedures.
- **Coordination.** Provide one district-level contact person for each participating district.
- **Surveys.** Use only the current version of the surveys provided by your CalSCHLS Regional Center.

SURVEY ADMINISTRATION (CHKS)

- **Grades and Schools.** Survey grades 3 through 12 as appropriate within the district. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with grade seven and above.
 - Follow written school board policy for active and/or passive consent, and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Surveys.** Administer the elementary survey to elementary students, and the secondary Core survey to secondary students.
- **Proctors.** Assign survey proctors (teachers or assigned proctors) for each classroom.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers and proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.
- **Data Submission and Report Preparation.** Notify Cal-SCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.
- **Printed Survey Administration.** Provide complete information on the transmittal envelopes if administering the survey via scantron form.
- **Produce surveys.** If administering paper-and-pencil survey, reproduce from the master copy no more than the number of questionnaires needed to administer the survey.

- o Submit completed answer sheets and materials to your Regional Center.
- o CalSCHLS is not responsible for transferring data from incorrect to correct answer sheets.

CALIFORNIA SCHOOL STAFF SURVEY (CSSS)

- Ensure that applicable staff complete the online California School Staff Survey (CSSS) at each school and for each grade level.
- The CSSS should be offered to all teachers, administrators, and other certificated staff, including paraprofessionals and aides, and to all personnel working in the areas of counseling, health, prevention, and safety.

CALIFORNIA SCHOOL PARENT SURVEY (CSPS)

- Coordinate with Cal-SCHLS staff regarding the administration of online and paper parent survey materials.
- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one CSPS per school regardless of number of children enrolled in that school.

PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. See attached fee schedule for the 2017-2018 school year.

II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system or master copies of the survey instrument with scantrons and materials.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument.
- Access to the CalSCHLS System website (chks.wested.org).
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

III. ACCESS

Under the California Public Records Act, any third party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations, including but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

Cal-SCHLS Regional Center staff post Cal-SCHLS reports (CHKS and CSSS) to the Cal-SCHLS System websites in November of the year following survey administration.

IV. CONFIDENTIALITY AGREEMENT

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPS), understand that data will be subject to the conditions stated above. Once produced, district level reports will be available to outside agencies via the CalSCHLS website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all CalSCHLS materials to WestEd or CDE.

V. GENERAL TERMS AND CONDITIONS

Terms. This MOU is effective on November 1, 2017 and expires on May 24, 2018.

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.

Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

WestEd shall defend, indemnify, and hold District, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

Dispute resolution. District and WestEd shall exercise their respective best efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The Parties shall discuss any Dispute no later than fifteen (15) days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the Parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the Parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the Parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.

Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.

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.

District

Survey Administration Fees 2017-2018

All Fees Based on CDE Subsidized Rate

Questions? Call our toll-free CalSCHLS Helpline at (888) 841.7536

CHKS	
Survey fee*	\$0.40 per student enrolled; \$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
Ethnicity report	\$200 for district middle, \$200 for district high
School ethnicity report	\$100 each
District climate report card	\$250, free if all eligible schools ordered
School climate report card	\$75 each
District raw data	\$75 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

CSSS	
Survey fee*	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
District raw data	\$75 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

CSPS	
Survey fee	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
Paper processing fee	\$0.40 per paper copy returned for processing
District report	No additional cost
School reports	\$75 each
District raw data	\$75 per data set
Custom questions	One time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

* If you are a district surveying less than 100 students please contact your regional center for specific survey costs.

By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

District:

WestEd:

Signature

Printed name

Date

MARCUS MANAGEMENT SOLUTIONS
INDEPENDENT CONTRACTOR AGREEMENT
2016-17 through 2019-20

THIS AGREEMENT is made and entered into this **1st day of July 2017**, by and between the ANAHEIM UNION HIGH SCHOOL DISTRICT, hereinafter referred to as "District," and **Marcus Management Solutions (MMS)**, 4 713 Norwich Avenue, Sherman Oaks, CA 91403, hereinafter referred to as INDEPENDENT CONTRACTOR.

WHEREAS THE DISTRICT is authorized by section 53060 of the California Governmental Code to contract with and employ an INDEPENDENT CONTRACTOR who is specially trained and qualified to perform special services that will meet the specific needs of the District; and

WHEREAS THE DISTRICT finds that the INDEPENDENT CONTRACTOR is specially qualified for and shall provide special evaluation services to the District that no qualified employee of the District, nor employee of any districts, nor any county offices of education adjoining the particular District is available to perform and that will meet the special needs of the District and the requirements of the funding agency for the Tobacco Use Prevention Education (TUPE) Grant. The INDEPENDENT CONTRACTOR shall provide the following specific needs of the District and funding agency and shall provide the following:

Marcus Management Solutions (MMS) will design and implement the Evaluation Management Plan and measurement tools, oversee the data collection system, analyze data, and prepare extensive annual evaluation reports during the term of the TUPE Grant, which commences on July 1, 2017, and concludes on June 30, 2020. Work is to be performed for the funding agency, the Governing Board, and the TUPE collaborators, as outlined in the TUPE grant.

WHEREAS the Governing Board has determined that Marcus Management Solutions (MMS), 4713 Norwich Avenue, Sherman Oaks, CA 91403 is an INDEPENDENT CONTRACTOR and is specially trained, experienced, and competent to perform the special evaluation services required; and,

WHEREAS the District under the terms of this agreement, hereby agrees to pay the INDEPENDENT CONTRACTOR for services rendered on a yearly basis, at a yearly rate of **9% of the total grant award amount; not to exceed \$51,978 per year**, for three consecutive years, as outlined in the TUPE grant application. The total amount paid to the INDEPENDENT CONTRACTOR for services rendered is not to exceed \$155,933. Payments will be made four times a year upon receipt of services, invoices, and this signed agreement.

<u>TUPE GRANT EVALUATORS (2017-2020)</u>	
Total Grant Award Amount:	\$ 1,732,590
Contract Percentage of Grant Total:	9%
Total Contract Amount (3-years):	\$ 155,933
Yearly Contract Amount:	\$ 51,978

WHEREAS the INDEPENDENT CONTRACTOR in the performance of this agreement shall be and act as an INDEPENDENT CONTRACTOR providing the necessary tools and equipment and provide the Governing Board a final finished report and/ or product within the prescribed time of the grant funding agency; and,

WHEREAS the INDEPENDENT CONTRACTOR shall assume all other expenses incurred in connection with the performance of this contract, and the District shall not be responsible for payment of any other expenses, the fees specified, unless otherwise indicated and agreed to, shall be the only obligation of the District. While engaged in carrying out and complying with any of the terms and conditions of this agreement, the INDEPENDENT CONTRACTOR is not an officer, agent, or employee of the District; and,

WHEREAS the INDEPENDENT CONTRACTOR shall provide Workers' Compensation Insurance of

self-insure his/her services. The INDEPENDENT CONTRACTOR shall also hold and keep harmless the District and all officers and agents thereof from damages, cost or expenses in law or equity that may at any time arise or be set up because of injuries to persons or property caused by the INDEPENDENT CONTRACTOR'S sole negligence; nor shall the District be liable or responsible for any accident, loss or damage, which is caused by the INDEPENDENT CONTRACTOR'S sole negligence at his/her own expense, cost, or risk shall defend any and all actions, suits, or other legal proceedings that may be brought or instituted against the District officers, agents, thereof on any claim or demand, and pay or satisfy any judgment that may be rendered against the District or officers or agents thereof in any action suit or legal proceedings; and,

WHEREAS upon ten (10) days notification in writing by either of the parties hereto, this agreement may be terminated for any reason; and,

WHEREAS the parties to this agreement, under penalty of perjury, certify that all of the above items are to the best of their knowledge true and correct statements.

IN WITNESS thereof, said parties have executed this agreement as of the date first written on the previous page.

INDEPENDENT CONTRACTOR-
MARCUS MANAGEMENT SOLUTIONS

ANAHEIM UNION HIGH SCHOOL DISTRICT

Signature: Sheila Marcus

Signature: _____

Date: August 23, 2017

Date: _____

Sheila Marcus
Marcus Management Solutions (MMS)
4713 Norwich Avenue
Sherman Oaks, CA 91403-2017

Dr. Jaron Fried
Assistant Superintendent
Educational Services
501 N. Crescent Way/P.O. Box 3520
Anaheim, CA 92803-3520

Please check one:

Independent/Sole Proprietor	<input checked="" type="checkbox"/>
Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Other	<input type="checkbox"/>

Federal Identification Number # 33-0869916

Principal/District Administrator:

Name:	Dr. Shanna Egans	Title	Director, Student Support Services
Signature:	<u>Shanna Egans</u>	Date:	<u>8/24/17</u>

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) Anaheim Regional Medical Center (ARMC)

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)

Jaina Pallasigui
Tobacco Cessation Coordinator
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 through the use of behavior modification strategies.

II. Term

This MOU is effective as of July 1, 2017 and ends on June 30, 2020 (the end of the 2017-2020 TUPE Tier 2, Cohort M Grant cycle).

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.

III. 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.

IV. 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.

V. 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.

VI. General Provisions

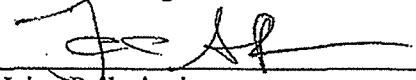
- A. Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign 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

Jaron Fried
Assistant Superintendent, Education

Date

Anaheim Regional Medical Center



Jaina Pallasigui
Tobacco Cessation Coordinator

9/1/17

Date

Instructional Materials Submitted for Adoption
Thursday, October 5, 2017
October 6, 2017-November 2, 2017

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
English	Suppl.	English 1	7-8	<i>Make Lemonade</i>	Macmillan
English	Suppl.	English 2	8-12	<i>The Princess Bride</i>	Houghton Mifflin Harcourt
English	Suppl.	English 3	9-12	<i>Big Mouth and Ugly Girl</i>	Houghton Mifflin Harcourt
English	Suppl.	English 3 or English 4	9-12	<i>Extremely Loud and Incredibly Close</i>	Houghton Mifflin Harcourt
English	Suppl.	English 3 or English 4	9-12	<i>Into Thin Air</i>	Anchor Books
English	Suppl.	English 3 or English 4	11-12	<i>The Namesake</i>	Houghton Mifflin Harcourt
English	Suppl.	English 7 or English 8	7-8	<i>Dacey's Song</i>	Houghton Mifflin Harcourt
English	Suppl.	English 7 or English 8	7-8	<i>Hush</i>	Puffin
English	Suppl.	English 7 or English 8	7-8	<i>The Kidnapping of Christina Lattimore</i>	Harcourt Inc.

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
English	Suppl.	English 7 or English 8	7-8	<i>Kira-Kira</i>	Houghton Mifflin Harcourt
English	Suppl.	English 8	8	<i>Colibri</i>	Laurel-Leaf Books
English	Suppl.	English 8	8	<i>Criss Cross</i>	Harper Collins
English	Suppl.	English 8	7-8	<i>Croak</i>	Houghton Mifflin Harcourt
English	Suppl.	English 8	8	<i>Tangerine</i>	Houghton Mifflin Harcourt
English	Suppl.	English 9 or English 10	9-10	<i>A Northern Light</i>	Houghton Mifflin Harcourt
English	Suppl.	IB English AI (#1556)	9-12	<i>Waiting for Godot</i>	Grove Press
Social Science	Basic	Introduction to Sociology	11-12	<i>You May Ask Yourself</i>	Norton
World Languages	Suppl.	Arabic I or Arabic for Arabic Speakers I	9-12	<i>Arabic I</i>	Michigan State University Press

Instructional Materials Submitted for Display
Thursday, October 5, 2017
October 6, 2017-November 2, 2017

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
ELD	Basic	ELD I (#1900)	7-12	<i>Edge Fundamentals</i>	National Geographic/ Cengage Learning
ELD	Basic	ELD I (#1900)	7-12	<i>Inside Fundamentals</i>	National Geographic/ Cengage Learning
English	Suppl.	Analysis of Comedy in Culture (#1682)	12	<i>The Importance of Being Earnest</i>	Dover
English	Suppl.	Analysis of Comedy in Culture (#1682)	12	<i>Lysistrata and Other Plays</i>	Penguin
English	Suppl.	Analysis of Comedy in Culture (#1682)	12	<i>No Fear Shakespeare: The Comedy of Errors</i>	Spark
English	Basic	Public Speaking (#0842)	10-12	<i>The Art of Public Speaking</i>	McGraw Hill Education
English	Suppl.	Social Entrepreneur-English 9 HP (#1512)	9	<i>Tattoos on the Heart: The Power of Boundless Compassion</i>	Free Press
English/Science	Suppl.	-English 4 (#1550) -Science 8/HP (#5215 & 5220) -Earth Science w/Lab (#5270)	8-12	<i>The Martian</i>	Broadway Books
Other	Basic	Intro to Research Methods (#0868)	11-12	<i>The Process of Social Research</i>	Oxford University Press

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
Other	Basic	Solidworks-Drafting (#2795)	11-12	<i>Parametric Modeling with Solidworks 2016</i>	SDC Publications
Social Science	Basic	Intro to Asian Pacific Studies (#2779)	11-12	<i>The Accidental Asian</i>	Vintage Books
Social Science	Basic	Intro to Chicano Studies (#2774)	11-12	<i>The Chicano Studies Reader: An Anthology of Aztlan, 1970-2010</i>	UCLA Chicano Studies Research Center Press
Social Science	Basic	Intro to Chicano/a Studies (#2776)	11-12	<i>Chicanos, Latinos, Cultural Diversity: An Anthology</i>	Kendall/Hunt Publishing Co.
VAPA	Basic	Introduction to Photography (#20210)	10-12	<i>A Short Course in Photography Film and Dark Room</i>	Pearson Education, Inc.
World Languages	Suppl.	American Sign Language I, II, III, IV (#s 2322, 2323, 2324, 5538)	9-12	<i>American Sign Language Dictionary</i>	Random House Websters
World Languages	Suppl.	American Sign Language I, II, III, IV (#s 2322, 2323, 2324, 5538)	9-12	<i>Cognitive Processing Skills in ASL</i>	Dawn Sign Press
World Languages	Suppl.	American Sign Language I, II, III, IV (#s 2322, 2323, 2324, 5538)	9-12	<i>Deaf in America</i>	Harvard University Press
World Languages	Suppl.	American Sign Language I, II, III, IV (#s 2322, 2323, 2324, 5538)	9-12	<i>Inside Deaf Culture</i>	First Harvard University
World Languages	Suppl.	American Sign Language I, II, III, IV (#s 2322, 2323, 2324, 5538)	9-12	<i>Master ASL! Fingerspelling, Numbers, and Glossing</i>	Sign Media Inc.

Curriculum	Basic/ Suppl.	Course Name (Number)	Grade	Title	Publisher
World Languages	Basic	American Sign Language I, II, III, IV (#s 2322, 2323, 2324, 5538)	9-12	<i>Master ASL! Level 1</i>	Sign Media Inc.
World Languages	Basic	American Sign Language I, II, III, IV (#s 2322, 2323, 2324, 5538)	9-12	<i>Signing Naturally Level 3</i>	Dawn Sign Press
World Languages	Basic	American Sign Language I, II, III, IV (#s 2322, 2323, 2324, 5538)	9-12	<i>Translating From English</i>	Dawn Sign Press
World Languages	Suppl.	Spanish 4 Honors (#2182)	10-12	<i>Imagina</i>	Vista Higher Learning
World Languages	Basic	Spanish 4 Honors (#2182)	10-12	<i>Tejidos</i>	Wayside Publishing

SCHEDULE A

**STUDENT IN NONPUBLIC SCHOOL UNDER EC 56030
Regular School Year 2016-2017**

STUDENT	DOB	GRADE	BOARD APPROVAL DATE	NONPUBLIC SCHOOL	TOTAL CONTRACT COST*
1617-183	5/17/2003	8	10/05/2017	Del Sol School	\$15,000.00
1617-183	5/17/2003	8	10/05/2017	Beacon Day School	\$2,000.00

Field Trip Report

Board of Trustees

October 5, 2017

1. Anaheim High School: FBLA (16 students-8 male, 8 female)
 Adviser/Lead Chaperone: Julieanne Reall (female)
 Chaperone: Matt Rippon (male)

 To: Ontario Convention Center, Ontario, CA
 Dates: October 28, 2017 to October 29, 2017
 Purpose: FBLA Leadership Development Institute
 Expenses: CA Partnership Multimedia Computer Technology Academy-registration,
 meals, transportation, accommodations

 Number of school days missed for this trip: 0
 Number of school days missed previously: 0
 Total number of days missed by this group: 0

2. Cypress High School: FBLA (10 students-2 male, 8 female)
 Adviser/Lead Chaperone: Don Jay King (male)
 Chaperone: Sunyee Chang (female)

 To: Ontario Convention Center, Ontario, CA
 Dates: October 28, 2017 to October 29, 2017
 Purpose: FBLA Leadership Development Institute
 Expenses: ASB/Club Fundraisers-registration, meals, accommodations
 Parent/Student-registration, meals, transportation, accommodations

 Number of school days missed for this trip: 0
 Number of school days missed previously: 0
 Total number of days missed by this group: 0

3. Katella High School: NOCROP Automotive Team (5 male students)
 Adviser/Lead Chaperone: Joseph Rolf (male)

 To: Las Vegas, Nevada
 Dates: October 30, 2017 to November 2, 2017
 Purpose: Hot Rodders of Tomorrow Engine Challenge National Championship
 Expenses: ASB/Club Fundraisers-transportation, meals
 Parent/Student-meals
 Hot Rodders-accommodations

 Number of school days missed for this trip: 4
 Number of school days missed previously: 0
 Total number of days missed by this group: 4

Field Trip Report

Board of Trustees

October 5, 2017

4. Katella High School: PUENTE (32 students-14 male, 18 female)
Adviser/Lead Chaperone: Lacie Mounger (female)
Chaperones: Danielle Reyes (female), Celia Coronado (female), Jamey Flynn (female), Matthew Majewski (male), and James Flynn (male)

To: Northern California
Dates: November 16, 2017 to November 17, 2017
Purpose: Students will tour Northern California Universities and connect with admissions representatives
Expenses: ASB/Club Fundraisers-accommodations
Parent/Student-meals
PUENTE-transportation, substitutes

Number of school days missed for this trip: 2
Number of school days missed previously: 0
Total number of days missed by this group: 2

5. Katella High School: VAPA (35 students-16 male, 19 female)
Adviser/Lead Chaperone: Dylan Harlan (male)
Chaperones: Arquin Abaya (male), Teresa Cramer (female), Janice Coats (female), and Tracy Dezelsky (female)

To: Honolulu, Hawaii
Dates: March 10, 2018 to March 14, 2018
Purpose: Perform and tour the island of Oahu
Expenses: Booster Club-meals, transportation, accommodations
Parent/Student-meals

Number of school days missed for this trip: 0
Number of school days missed previously: 0
Total number of days missed by this group: 0

6. Kennedy High School: FBLA (4 students-1 male, 3 female)
Adviser/Lead Chaperone: Michael B. Gasinski (male)
Chaperone: Cathy Fong (female)

To: Ontario Convention Center, Ontario, CA
Dates: October 28, 2017 to October 29, 2017
Purpose: FBLA Leadership Development Institute
Expenses: ASB/Club Fundraisers-registration, meals, transportation, accommodations
Parent/Student-registration, meals, transportation, accommodations

Number of school days missed for this trip: 0
Number of school days missed previously: 0
Total number of days missed by this group: 0

Field Trip Report

Board of Trustees

October 5, 2017

7. Loara High School: NOCROP Automotive Team (6 male students)
Adviser/Lead Chaperone: Christopher Gardner (male)

To: Las Vegas, Nevada
Dates: October 30, 2017 to November 2, 2017
Purpose: Hot Rodders of Tomorrow Engine Challenge National Championship
Expenses: ASB/Club Fundraisers-transportation, meals
Parent/Student-meals
Hot Rodders-accommodations

Number of school days missed for this trip: 4
Number of school days missed previously: 0
Total number of days missed by this group: 4

8. Loara High School: Thespians (14 students-7 male, 7 female)
Adviser/Lead Chaperone: Vanessa Montgomery (female)
Chaperone: Page Montgomery (male)

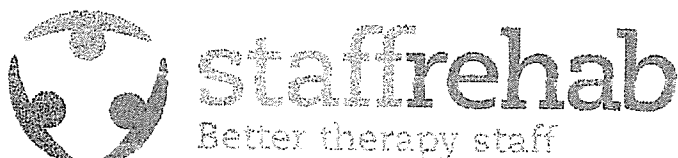
To: Upland High School, Upland, CA
Dates: March 28, 2018 to March 31, 2018
Purpose: 2018 California State Thespians Conference and Festival
Expenses: ASB/Club Fundraisers-registration, meals, accommodations
Parent/Student-meals, accommodations
Site Budget-transportation, substitutes

Number of school days missed for this trip: 2
Number of school days missed previously: 0
Total number of days missed by this group: 2

9. Magnolia High School: FBLA (16 students-6 male, 10 female)
Adviser/Lead Chaperone: Esther Cho (female)
Chaperone: Virginia Kim (female) and Steve Gonzales (male)

To: Ontario Convention Center, Ontario, CA
Dates: October 28, 2017 to October 29, 2017
Purpose: FBLA Leadership Development Institute
Expenses: ASB/Club Fundraisers-registration, meals, transportation, accommodations
Parent/Student-registration, meals, transportation, accommodations

Number of school days missed for this trip: 0
Number of school days missed previously: 0
Total number of days missed by this group: 0



Candidate Rate Confirmation

08/29/17

This agreement is entered into on 08/29/17 by and between Rockstar Recruiting LLC, DBA StaffRehab (StaffRehab) and Anaheim Union High School District (Client). The purpose of this confirmation is to establish a bill rate for the candidate referenced below.

Facility agrees to the following:

Candidate's Name:	Mark Nguyen
Assignment Dates:	August 31 st 2017 – November 17 th 2017
Approved Time Off:	N/A
Guaranteed Hours & Schedule	7:30 am – 4:00 pm, 30 minute lunch, 8 hour billable day, per school schedule
Cancellation Notice:	14 Days
Bill Rate:	\$90 per hour
Overtime/Holiday Rate:	\$135 per hour
Mileage Reimbursement:	Between school sites, per IRS Guidelines

All time over 40 hours in a week or 8 hours in a day will be billed at time and one half (1 ½)

Please complete the following information:

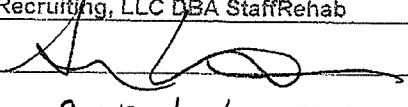
Facility Name and Address:	Anaheim Union High School District PO Box 3520 Anaheim, CA
Facility Telephone Number:	(714) 999-3527
Facility Supervisor Name:	Janet Queneau
Facility Dress Code:	Business Casual
Timesheet Approver Email Address and Name:	Janet Queneau queneau_j@auhsd.us

Billing Info:

Billing Address:	501 N. Crescent Way, Anaheim, CA 92801
Billing Telephone Number:	(714) 999-3528
Billing Contact Info:	Angelica Flores
Billing Email Address:	queneau_j@auhsd.us cc: flores_a@auhsd.us

Cancellation of Services: A minimum 30 day written cancellation notice whereas the traveler's end date falls on a Friday must be given to StaffRehab directly (not the contract employee) for cancellation or early termination of any specific traveler contract, other than termination for cause attributable to StaffRehab or the contract employee.

Please sign and fax back to 949-258-5296 or scan and send over to tisam@staffrehab.com. If you have any questions or concerns, please contact Sara Palmer at 888.835.0894.

Client Name	Anaheim Union High School District	Rockstar Recruiting, LLC DBA StaffRehab
Name:		Name: 
Print:	Janet Queneau	Print: Sarah Luxon
Title:	Director, Special Youth Services	Title: Account Manager
Date:		Date: 08-29-17

By extending a permanent or travel offer to a candidate that you have received from StaffRehab, you expressly agree to the terms and conditions of the start confirmation and the StaffRehab Fee Agreement unless otherwise agreed in writing

**ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2017/2018 SALARY SCHEDULE**

Effective 7/1/2017 - BOT Approved on (Pending BU Contract Approval) - REVISED 10/5/17

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
41	FOOD SERVICE ASSISTANT I	2,728.00 15.49	2,837.00 16.11	2,956.00 16.79	3,070.00 17.44	3,192.00 18.13	3,323.00 18.89	3,386.00 19.24	3,455.00 19.64	3,525.00 20.02	3,594.00 20.42	Monthly Hourly
48	CUSTODIAN AUDITORIUM OPERATIONS ASSISTANT EVENT/FACILITY ATTENDANT	3,311.00 18.81	3,442.00 19.55	3,567.00 20.28	3,716.00 21.12	3,856.00 21.92	4,015.00 22.82	4,076.00 23.15	4,172.00 23.70	4,250.00 24.15	4,322.00 24.57	Monthly Hourly
49	ATHLETIC FACILITIES WORKER I FOOD SERVICE ASSISTANT II GROUNDS MAINTENANCE WORKER	3,320.00 18.86	3,454.00 19.64	3,584.00 20.36	3,733.00 21.21	3,884.00 22.06	4,041.00 22.97	4,115.00 23.38	4,203.00 23.89	4,283.00 24.34	4,365.00 24.82	Monthly Hourly
50	FOOD SERVICE ASSISTANT III SENIOR CUSTODIAN	3,451.00 19.60	3,586.00 20.38	3,717.00 21.13	3,868.00 21.97	4,017.00 22.84	4,175.00 23.72	4,250.00 24.15	4,337.00 24.64	4,417.00 25.08	4,500.00 25.57	Monthly Hourly
51	FOOD SERVICE ASSISTANT IV FOOD SERVICES PRODUCTION ASST WAREHOUSE WORKER-CENTRAL SERV WAREHOUSE WORKER-NUTRITION SERV	3,484.00 19.79	3,620.00 20.58	3,772.00 21.42	3,919.00 22.28	4,078.00 23.16	4,238.00 24.08	4,320.00 24.56	4,414.00 25.07	4,496.00 25.56	4,593.00 26.10	Monthly Hourly
52	ATHLETIC FACILITIES WORKER II FOOD SERVICE ASSISTANT III-BILLING	3,510.00 19.94	3,662.00 20.82	3,800.00 21.59	3,942.00 22.40	4,115.00 23.38	4,279.00 24.32	4,364.00 24.81	4,444.00 25.25	4,538.00 25.79	4,631.00 26.32	Monthly Hourly
53	AUDITORIUM OPERATIONS TECHNICIAN EQUIPMENT OPERATOR LIGHT DUTY MECHANIC MAINTENANCE SERVICE WORKER TECHNOLOGY SERVICES ASSISTANT	3,662.00 20.82	3,802.00 21.60	3,954.00 22.47	4,113.00 23.36	4,281.00 24.33	4,453.00 25.30	4,538.00 25.79	4,631.00 26.32	4,720.00 26.83	4,817.00 27.38	Monthly Hourly
55	BUS DRIVER HEAVY EQUIPMENT OPERATOR INVENTORY CONTROL SPECIALIST FOOD SERVICES SOUS CHEF SR EQUIPMENT OPERATOR SR WAREHOUSE WORKER-CENT WHSE SR WAREHOUSE WORKER-NUTR SERV	3,843.00 21.85	3,993.00 22.69	4,153.00 23.60	4,320.00 24.56	4,494.00 25.55	4,673.00 26.55	4,763.00 27.07	4,860.00 27.61	4,956.00 28.17	5,059.00 28.75	Monthly Hourly

**ANAHEIM UNION HIGH SCHOOL DISTRICT
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
2017/2018 SALARY SCHEDULE**

Effective 7/1/2017 - BOT Approved on (Pending BU Contract Approval) - REVISED 10/5/17

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly Hourly
57	ATHLETIC FACILITIES TECHNICIAN DRIVER INSTRUCTOR IRRIGATION SYSTEMS TECHNICIAN MAINTENANCE GLAZIER MAINTENANCE PAINTER POOL MAINTENANCE TECHNICIAN TECHNOLOGY SERVICES TECHNICIAN	4,040.00 22.97	4,192.00 23.81	4,362.00 24.80	4,536.00 25.78	4,717.00 26.82	4,903.00 27.86	5,006.00 28.44	5,108.00 29.04	5,209.00 29.60	5,312.00 30.20	Monthly Hourly
59	ELECTRONICS TECHNICIAN EQUIPMENT REPAIR MECHANIC GRAPHIC ARTS TECHNICIAN MAINTENANCE CARPENTER MAINTENANCE FLOOR/PLASTER WORKER MAINTENANCE LOCKSMITH MAINTENANCE PLUMBER OFFSET PRESS OPERATOR SHOP EQUIPMENT REPAIR TECHNICIAN TRANSPORTATION DISPATCHER	4,235.00 24.07	4,406.00 25.04	4,578.00 26.01	4,762.00 27.06	4,953.00 28.16	5,152.00 29.27	5,254.00 29.86	5,360.00 30.46	5,467.00 31.08	5,573.00 31.67	Monthly Hourly
61	ATHLETIC FACILITIES TECHNICIAN AUDIO-VISUAL TECHNICIAN FOOD SERVICES EQUIPMENT TECHNICIAN HVAC ENERGY MAINT CONT SYS TECH INSTRUMENT REPAIR TECHNICIAN MAINTENANCE ELECTRICIAN MAINTENANCE WELDER-FABRICATOR MECHANIC TRANSPORTATION OPERATIONS SPEC	4,444.00 25.25	4,623.00 26.29	4,806.00 27.31	5,002.00 28.41	5,206.00 29.58	5,405.00 30.72	5,516.00 31.33	5,627.00 31.97	5,739.00 32.60	5,855.00 33.27	Monthly Hourly
62		4,631.00 26.32	4,822.00 27.40	5,013.00 28.48	5,214.00 29.63	5,420.00 30.80	5,640.00 32.05	5,757.00 32.71	5,873.00 33.37	5,996.00 34.08	6,113.00 34.74	Monthly Hourly
63	GRAPHIC PRODUCTION SPECIALIST SR GRAPH ARTS TECHNICIAN	4,670.00 26.53	4,852.00 27.58	5,047.00 28.69	5,253.00 29.84	5,462.00 31.02	5,677.00 32.26	5,793.00 32.92	5,908.00 33.58	6,027.00 34.25	6,149.00 34.95	Monthly Hourly
67	NETWORK TECHNICIAN	5,148.00 29.24	5,352.00 30.41	5,564.00 31.62	5,791.00 32.90	6,020.00 34.21	6,259.00 35.57	6,386.00 36.29	6,516.00 37.02	6,642.00 37.74	6,778.00 38.50	Monthly Hourly

Unit members will be eligible for long service recognition (longevity) upon the completion of ten (10) years of service in the Anaheim Union High School District under the following plan:

- 2% plus \$519 after ten (10) years of service with AUHSD
- 4% plus \$1,543 additional after fifteen (15) years of service with AUHSD
- 7% plus \$2,840 additional after twenty (20) years of service with AUHSD
- 10% plus \$3,705 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$3,705 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: \$135.00

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2017/2018 SALARY SCHEDULE**

Effective 7/1/2017 - BOT Approved on (Pending BU Contract Approval) - REVISED 10/05/17

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly Hourly
41	CAMPUS SAFETY AIDE	2,728.00 15.49	2,837.00 16.12	2,956.00 16.79	3,070.00 17.43	3,192.00 18.14	3,323.00 18.88	3,386.00 19.25	3,455.00 19.62	3,525.00 20.02	3,594.00 20.42	Monthly Hourly
43	INSTR ASSISTANT INSTR ASSISTANT-SPECIAL ACADEMIC INSTR OFFICE ASSISTANT	2,862.00 16.27	2,983.00 16.95	3,105.00 17.64	3,226.00 18.33	3,355.00 19.06	3,494.00 19.85	3,560.00 20.24	3,628.00 20.61	3,702.00 21.03	3,776.00 21.45	Monthly Hourly
47	COMPUTER LAB ASSISTANT INSTR ASST-BILINGUAL (SPANISH) INSTR ASST-BILINGUAL (VIETNAMESE) INSTR ASST-BILINGUAL (KOREAN) INSTR ASST-BILINGUAL (ARABIC) INSTR ASST-BILINGUAL (ROMANIAN) INSTR ASST-SPEC ACAD. INSTRUCTION-BIL INSTR ASST - STUDENT/PARENT LIAISON-BIL OFFICE ASSISTANT-BILINGUAL SCHOOL COMMUNITY LIAISON	3,156.00 17.92	3,285.00 18.66	3,412.00 19.38	3,557.00 20.21	3,696.00 21.00	3,844.00 21.86	3,921.00 22.28	3,997.00 22.70	4,082.00 23.19	4,156.00 23.63	Monthly Hourly
49		3,320.00 18.86	3,454.00 19.62	3,584.00 20.36	3,733.00 21.21	3,884.00 22.07	4,041.00 22.97	4,115.00 23.39	4,203.00 23.90	4,283.00 24.34	4,365.00 24.81	Monthly Hourly
51	CHILD WELFARE & ATTENDANCE LIAISON DISTRICT RECEPTIONIST FACILITIES PLANNING ASSISTANT HEALTH SERVICES TECHNICIAN I INSTR ASST - ADULT TRANSITION INSTR ASST - BEHAVIORAL SUPPORT INSTR ASST - MATHEMATICS INSTR ASST - MED FRAGILE/ORTHO IMPAIRED INSTR ASST - SPECIAL ABILITIES INSTR ASST - SPEC (D/HH or VJ) LANGUAGE TESTING ASSISTANT PUBLICATIONS TECHNICIAN SCHOOL LIBRARY/MEDIA TECHNICIAN SECRETARY - ATTENDANCE SECRETARY - PROGRAM SUPPORT SECRETARY - REGISTRAR/RECORDS SECRETARY - SCHOOL SUPPORT WORKABILITY PLACEMENT ASSISTANT	3,484.00 19.79	3,620.00 20.59	3,772.00 21.43	3,919.00 22.27	4,078.00 23.18	4,238.00 24.09	4,320.00 24.54	4,414.00 25.07	4,496.00 25.55	4,593.00 26.10	Monthly Hourly
53	SECRETARY-BILING/PROGRAM SUPPORT SECRETARY-BILING/SCHOOL SUPPORT SECRETARY-BILING/ATTENDANCE SECRETARY-BILING/REGISTRAR-RECORDS TRANSLATOR	3,662.00 20.80	3,802.00 21.60	3,954.00 22.47	4,113.00 23.38	4,281.00 24.33	4,453.00 25.30	4,538.00 25.79	4,631.00 26.32	4,720.00 26.82	4,817.00 27.39	Monthly Hourly

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2017/2018 SALARY SCHEDULE**

Effective 7/1/2017 - BOT Approved on (Pending BU Contract Approval) - REVISED 10/05/17

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly Hourly
54	ASB ACCOUNT TECHNICIAN BRAILLE TRANSCRIBER INFORMATION SYSTEMS TECHNICIAN JOB DEVELOPER / JOB COACH LICENSED VOCATIONAL NURSE SIGN LANGUAGE INTERPRETER	3,762.00 21.39	3,921.00 22.28	4,078.00 23.18	4,248.00 24.13	4,416.00 25.08	4,596.00 26.11	4,685.00 26.64	4,785.00 27.19	4,880.00 27.74	4,985.00 28.33	Monthly Hourly
55	ACCOUNTING TECHNICIAN ADMINISTRATIVE ASSISTANT ATHLETIC TRAINER BENEFITS TECHNICIAN BUSINESS TECHNICIAN CREDENTIALS TECHNICIAN HUMAN RESOURCES TECHNICIAN PAYROLL TECHNICIAN RISK MANAGEMENT TECHNICIAN SPEECH LANGUAGE PATHOLOGY ASSISTANT	3,843.00 21.85	3,993.00 22.69	4,153.00 23.60	4,320.00 24.54	4,494.00 25.55	4,673.00 26.55	4,763.00 27.07	4,860.00 27.61	4,956.00 28.16	5,059.00 28.74	Monthly Hourly
56	FAMILY & COMM ENGAGEMENT SPECIALIST	3,942.00	4,093.00	4,258.00	4,428.00	4,606.00	4,788.00	4,885.00	4,984.00	5,083.00	5,186.00	Monthly
57	ADMIN ASST BILINGUAL INFORMATION SYSTEMS SPECIALIST I LEGAL ADMIN ASSISTANT SR ACCOUNTING TECHNICIAN SR BUDGET TECHNICIAN SR ADMIN ASST PROGRAM SUPPORT SR ADMIN ASST SCHOOL SUPPORT SR ADMIN PROCUREMENT ASSISTANT SR CREDENTIAL TECHNICIAN SR PAYROLL TECHNICIAN	4,040.00 22.95	4,192.00 23.81	4,362.00 24.80	4,536.00 25.78	4,717.00 26.79	4,903.00 27.86	5,006.00 28.44	5,108.00 29.04	5,209.00 29.60	5,312.00 30.18	Monthly Hourly
59	FOOD SERVICES TECH SR ADMIN ASST SCHOOL SUPPORT / BIL SR ADMIN ASST PROGRAM SUPPORT / BIL WEB MASTER	4,235.00 24.07	4,406.00 25.05	4,578.00 26.02	4,762.00 27.06	4,953.00 28.15	5,152.00 29.27	5,254.00 29.86	5,360.00 30.46	5,467.00 31.08	5,573.00 31.67	Monthly Hourly
61	ASSESS/EVALUATION TECHNICIAN PARENT INVOLVEMENT SPECIALIST	4,444.00 25.25	4,623.00 26.28	4,806.00 27.32	5,002.00 28.41	5,206.00 29.58	5,405.00 30.72	5,516.00 31.34	5,627.00 31.98	5,739.00 32.61	5,855.00 33.27	Monthly Hourly
62	BEHAVIOR INTERVENTION SPECIALIST BUYER FOOD SERVICE ACCOUNTING SPECIALIST INFORMATION SYSTEMS SPECIALIST II	4,631.00 26.32	4,822.00 27.40	5,013.00 28.48	5,214.00 29.63	5,420.00 30.80	5,640.00 32.05	5,757.00 32.71	5,873.00 33.37	5,996.00 34.08	6,113.00 34.74	Monthly Hourly
63		4,670.00 26.94	4,852.00 27.99	5,047.00 29.12	5,253.00 30.31	5,462.00 31.51	5,677.00 32.75	5,793.00 33.42	5,908.00 34.08	6,027.00 34.77	6,149.00 35.48	Monthly Hourly

**ANAHEIM UNION HIGH SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION (CSEA)
2017/2018 SALARY SCHEDULE**

Effective 7/1/2017 - BOT Approved on (Pending BU Contract Approval) - REVISED 10/05/17

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
65	ART DESIGNER	4,906.00 27.86	5,103.00 28.95	5,307.00 30.12	5,519.00 31.35	5,739.00 32.60	5,969.00 33.88	6,088.00 34.57	6,210.00 35.25	6,335.00 35.96	6,461.00 36.69	Monthly Hourly
66	CONTRACT PROCUREMENT SPECIALIST	5,041.00	5,242.00	5,452.00	5,670.00	5,897.00	6,133.00	6,256.00	6,381.00	6,508.00	6,638.00	Monthly
75	NETWORK ANALYST PROGRAMMER ANALYST	6,254.00 35.54	6,500.00 36.94	6,765.00 38.44	7,037.00 39.98	7,319.00 41.58	7,610.00 43.24	7,758.00 44.06	7,913.00 44.96	8,075.00 45.89	8,236.00 46.80	Monthly Hourly
76	SYSTEMS ADMINISTRATOR	6,573.00 37.35	6,830.00 38.81	7,102.00 40.36	7,385.00 41.96	7,678.00 43.62	7,991.00 45.40	8,147.00 46.29	8,313.00 47.23	8,483.00 48.20	8,651.00 49.15	Monthly Hourly

Unit members will be eligible for long service recognition (longevity) upon the completion of ten (10) years of service in the Anaheim Union High School District under the following plan:

- 2% plus \$519 additional after ten (10) years of service with the AUHSD
- 4% plus \$1,543 additional after fifteen (15) years of service with the AUHSD
- 7% plus \$2,840 additional after twenty (20) years of service with AUHSD
- 10% plus \$3,705 additional after twenty-five (25) years of service with AUHSD
- 12% plus \$3,705 additional after thirty (30) years of service with AUHSD

Percentages and flat rates stand alone. They are not added together or compounded.

Bilingual stipend and Nightwork differential: \$135.00

ANAHEIM UNION HIGH SCHOOL DISTRICT

CONFIDENTIAL

2017/2018 SALARY SCHEDULE

Effective 7/1/17 - BOT Approved on (Pending Approval) - REVISED

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	Monthly
60	GF SR ADMINISTRATIVE ASSISTANT	4,444.00	4,623.00	4,806.00	5,002.00	5,206.00	5,405.00	5,516.00	5,628.00	5,739.00	5,855.00	Monthly
61		4,685.00	4,866.00	5,049.00	5,244.00	5,448.00	5,649.00	5,758.00	5,870.00	5,981.00	6,096.00	Monthly
63	EXECUTIVE ASSISTANT HUMAN RESOURCES ASSISTANT	4,929.00	5,114.00	5,309.00	5,513.00	5,721.00	5,938.00	6,051.00	6,169.00	6,288.00	6,408.00	Monthly
67	SENIOR EXECUTIVE ASSISTANT	5,405.00	5,610.00	5,824.00	6,049.00	6,280.00	6,519.00	6,644.00	6,774.00	6,903.00	7,039.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:

2% plus \$519 after ten (10) years of service with AUHSD

4% plus \$1543 additional after fifteen (15) years of service with AUHSD

7% plus \$2,840 additional after twenty (20) years of service with AUHSD

10% plus \$3,705 additional after twenty-five (25) years of service with AUHSD

12% plus \$3,705 additional after thirty (30) years of service with AUHSD

ANAHEIM UNION HIGH SCHOOL DISTRICT

MANAGEMENT

2017/2018 SALARY SCHEDULE

Effective 7/1/2017 - BOT Approved on (Pending Group Approval) - REVISED 10/5/17

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
1	** CATERING MANAGER	4,165.00	4,322.00	4,492.00	4,669.00	4,846.00	5,029.00	5,135.00	5,229.00	5,337.00	5,440.00	Monthly
2	PLANT MANAGER I	4,276.00	4,433.00	4,604.00	4,779.00	4,957.00	5,141.00	5,246.00	5,341.00	5,449.00	5,551.00	Monthly
3	** FOOD SERVICE SITE MANAGER I	4,367.00	4,537.00	4,709.00	4,893.00	5,083.00	5,283.00	5,385.00	5,489.00	5,597.00	5,704.00	Monthly
4	PLANT MANAGER II	4,478.00	4,648.00	4,821.00	5,003.00	5,196.00	5,395.00	5,495.00	5,600.00	5,707.00	5,816.00	Monthly
5	** FOOD SERVICE MANAGER II	4,574.00	4,756.00	4,939.00	5,134.00	5,332.00	5,537.00	5,649.00	5,759.00	5,871.00	5,986.00	Monthly
6	MAINTENANCE FOREMAN	4,555.00	4,733.00	4,916.00	5,112.00	5,312.00	5,516.00	5,627.00	5,738.00	5,850.00	5,965.00	Monthly
7	PERFORMING ARTS SUPERVISOR WAREHOUSE SUPERVISOR	4,776.00	4,960.00	5,154.00	5,363.00	5,570.00	5,786.00	5,903.00	6,018.00	6,135.00	6,254.00	Monthly
8	* OPERATIONS SUPERVISOR FACE COORDINATOR	4,909.00	5,096.00	5,288.00	5,494.00	5,705.00	5,917.00	6,033.00	6,150.00	6,268.00	6,389.00	Monthly
9	* ACCOUNTANT BUDGET ANALYST EMPLOYEE RELATIONS ANALYST GARAGE SUPERVISOR GRAPHIC PRODUCTION MANAGER HUMAN RESOURCES ANALYST PAYROLL SUPERVISOR	5,006.00	5,204.00	5,409.00	5,621.00	5,844.00	6,068.00	6,188.00	6,311.00	6,434.00	6,560.00	Monthly
11	FOOD SERVICES SUPERVISOR	5,255.00	5,460.00	5,672.00	5,898.00	6,127.00	6,367.00	6,496.00	6,623.00	6,751.00	6,886.00	Monthly
12	LANGUAGE ASSESSMENT CENTER SUPV	5,384.00	5,594.00	5,812.00	6,043.00	6,280.00	6,525.00	6,656.00	6,787.00	6,920.00	7,056.00	Monthly
13	* DISTRICT & COMMUNITY USE MANAGER * EDUCATION TECHNOLOGY SUPERVISOR PROJECT MANAGER * MAINTENANCE MANAGER	5,513.00	5,728.00	5,952.00	6,187.00	6,431.00	6,683.00	6,814.00	6,949.00	7,087.00	7,225.00	Monthly
14		5,661.00	5,882.00	6,113.00	6,354.00	6,605.00	6,864.00	6,998.00	7,137.00	7,278.00	7,421.00	Monthly
15		5,810.00	6,037.00	6,274.00	6,522.00	6,779.00	7,044.00	7,182.00	7,325.00	7,469.00	7,616.00	Monthly
16	ACCOUNTING MANAGER	5,958.00	6,191.00	6,435.00	6,689.00	6,953.00	7,225.00	7,366.00	7,513.00	7,660.00	7,812.00	Monthly
17		6,117.00	6,358.00	6,608.00	6,869.00	7,140.00	7,421.00	7,566.00	7,716.00	7,867.00	8,024.00	Monthly
18		6,277.00	6,525.00	6,782.00	7,049.00	7,328.00	7,616.00	7,767.00	7,919.00	8,075.00	8,235.00	Monthly

ANAHEIM UNION HIGH SCHOOL DISTRICT

MANAGEMENT

2017/2018 SALARY SCHEDULE

Effective 7/1/2017 - BOT Approved on (Pending Group Approval) - REVISED 10/5/17

Salary Range	Position Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	
19	RISK MANAGER	6,436.00	6,692.00	6,955.00	7,229.00	7,515.00	7,812.00	7,967.00	8,122.00	8,282.00	8,447.00	Monthly
20	*ASSISTANT DIRECTOR-FOOD SERVICES	6,549.00	6,811.00	7,081.00	7,361.00	7,655.00	7,959.00	8,118.00	8,278.00	8,442.00	8,611.00	Monthly
21	ENERGY MANAGER OCCUPATIONAL THERAPIST	6,662.00	6,929.00	7,206.00	7,492.00	7,794.00	8,105.00	8,268.00	8,434.00	8,602.00	8,774.00	Monthly
26	ASST DIRECTOR-MAINT & OPERATIONS	7,260.00	7,551.00	7,853.00	8,167.00	8,494.00	8,833.00	9,010.00	9,190.00	9,374.00	9,561.00	Monthly

Each longevity step stands on its own and is not cumulative nor compounded. Longevity:
 2% plus \$519 after ten (10) years of service with AUHSD
 4% plus \$1,543 additional after fifteen (15) years of service with AUHSD
 7% plus \$2,840 additional after twenty (20) years of service with AUHSD
 10% plus \$3,705 additional after twenty-five (25) years of service with AUHSD
 12% plus \$3,705 additional after thirty (30) years of service with AUHSD

* Overtime Exempt
 ** Ten Month Employees

**ANAHEIM UNION HIGH SCHOOL DISTRICT
ADMINISTRATORS**

2017/2018 SALARY SCHEDULE

Effective 7/1/2017 - BOT Approved on (Pending Approval) - REVISED 10/5/17

Salary Range	Position Title	SICK DAYS	WORK DAYS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	Annually
21	JR HIGH ASSISTANT PRINCIPAL	11.0	198	102,099.00	105,168.00	108,246.00	111,316.00	114,389.00	117,461.00	Annually
22	SR HIGH ASSISTANT PRINCIPAL INSTRUCTIONAL ANALYST PROGRAM ADMINISTRATOR I	11.0	204	112,125.00	115,198.00	118,269.00	121,340.00	124,413.00	127,486.00	Annually
24	JR HIGH PRINCIPAL	11.5	214 *	120,066.00	123,141.00	126,212.00	129,278.00	132,356.00	135,434.00	Annually
25	SR HIGH PRINCIPAL COORDINATOR	14.4	224 *	131,368.00	134,440.00	137,515.00	140,588.00	143,661.00	146,736.00	Annually
28	PROGRAM ADMINISTRATOR II	14.4	224 *	118,449.00	121,522.00	124,592.00	127,662.00	130,740.00	133,811.00	Annually
30	REGIONAL NURSE NURSE PRACTITIONER PROGRAM SPECIALIST PROGRAM SPECIALIST/GASELPA AUTISM SPECIALIST/GASELPA	11.0	200	96,728.00	99,799.00	102,874.00	105,950.00	109,022.00	112,094.00	Annually
31	PSYCHOLOGIST BEHAVIOR SPECIALIST	11.0	198	96,728.00	99,799.00	102,874.00	105,950.00	109,022.00	112,094.00	Annually
32	ASST DIRECTOR-PLANNING/DESIGN/CONST	14.4	224 **	102,474.00	105,514.00	108,555.00	111,598.00	114,637.00	117,683.00	Annually
35	DIRECTOR (CERTIFICATED)	14.4	224 *	132,421.00	135,489.00	138,570.00	141,643.00	144,717.00	147,785.00	Annually
36	DIRECTOR OF PURCHASING & CENTRAL SERVICES DIRECTOR OF RISK MANAGEMENT & INSURANCE DIRECTOR OF TRANSPORTATION	14.4	224 **	112,164.00	115,238.00	118,309.00	121,379.00	124,453.00	127,525.00	Annually
37	CONTROLLER DIRECTOR OF BUSINESS OPERATIONS DIRECTOR OF FOOD SERVICES DIRECTOR OF MAINTENANCE & OPERATIONS PUBLIC INFORMATION MANAGER	14.4	224 **	122,156.00	125,227.00	128,300.00	131,371.00	134,447.00	137,515.00	Annually
38	COUNSEL	14.4	224 **	132,421.00	135,489.00	138,570.00	141,643.00	144,717.00	147,785.00	Annually
39	DIRECTOR OF PLANNING/DESIGN/CONSTRUCTION	14.4	224 **	140,273.00	143,526.00	146,787.00	150,042.00	153,297.00	156,548.00	Annually
40	EXECUTIVE DIRECTOR OF HUMAN RESOURCES CHIEF TECHNOLOGY OFFICER	14.4	224 **	144,521.00	147,413.00	150,361.00	153,368.00	156,434.00	159,565.00	Annually

*23 non-duty days excluded from work days

**excludes 23 vacation days and 14 paid holidays

Doctorate \$2264

Longevity -

16th-20th year - \$4642

21st-25th year - \$9284

26th-30th year - \$13926

31st year on - \$13926

Mileage Allowance:

\$200/month: Certificated Director, Senior High Principal, Coordinator, Public Information Manager

\$175/month: Junior High Principal, Program Administrator II, Classified Director, Chief Technology Officer

\$125/month: Senior High Assistant Principal, Psychologist, Program Specialist, Program Administrator I, Nurse Practitioner, Behavior Specialist

\$75/month: Junior High Assistant Principal

**ANAHEIM UNION HIGH SCHOOL DISTRICT
 CONTRACTED EMPLOYEES
 2017/2018 SALARY SCHEDULE**

Effective 7/1/2017 - BOT Approved on 7/13/2017 - REVISED

Position Title	SALARY	
SUPERINTENDENT	260,000.00	ANNUALLY
COUNSEL	181,812.00	ANNUALLY
ASSISTANT SUPERINTENDENT (BUSINESS SERVICES)	188,744.00	ANNUALLY
ASSISTANT SUPERINTENDENT (EDUCATION & HUMAN RESOURCES) CHIEF ACADEMIC OFFICER	202,432.00	ANNUALLY

**ANAHEIM UNION HIGH SCHOOL DISTRICT
2016/2017 TEACHERS' SALARY SCHEDULE**

		BA + 30	BA + 45 or MA	BA + 60 & MA or Doctorate
STEPS	I	II	III	IV
01	\$51,328	\$55,365	\$60,073	\$65,452
02	\$54,436	\$58,468	\$63,175	\$68,553
03	\$57,534	\$61,576	\$66,276	\$71,663
04	\$60,642	\$64,672	\$69,382	\$74,767
05	\$63,748	\$67,782	\$72,488	\$77,870
06	\$66,853	\$70,886	\$75,595	\$80,973
07	\$69,960	\$73,989	\$78,700	\$84,082
08	\$73,064	\$77,097	\$81,801	\$87,191
09	\$76,175	\$80,201	\$84,909	\$90,297
10	\$79,274	\$83,311	\$88,020	\$93,402
11	\$82,385	\$86,425	\$91,125	\$96,504
LONGEVITY (Steps 16-26 are longevity steps for years of credentialed teaching in AUHSD) See Article 14.3.5				
16	\$87,027	\$91,067	\$95,767	\$101,146
21	\$91,669	\$95,709	\$100,409	\$105,788
26	\$96,311	\$100,351	\$105,051	\$110,430

Doctorate: \$2,266
National Board Certification \$2,266
Miscellaneous Rate of Pay: \$44.29 (effective 5/28/16)

Initial Salary Placement: See Article 14.3.2

Years Experience	Placement
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees
 June 15, 2017
 Effective: July 1, 2016

**ANAHEIM UNION HIGH SCHOOL DISTRICT
2016/17 COUNSELOR SALARY SCHEDULE**

		BA + 45 or MA	BA + 60 & MA or Doctorate
STEPS	I	II	III
1	\$59,253	\$64,286	\$70,049
2	\$62,571	\$67,611	\$73,365
3	\$65,897	\$70,927	\$76,691
4	\$69,213	\$74,251	\$80,017
5	\$72,541	\$77,573	\$83,338
6	\$75,863	\$80,901	\$86,655
7	\$79,184	\$84,222	\$89,985
8	\$82,510	\$87,541	\$93,310
9	\$85,834	\$90,871	\$96,635
10	\$89,159	\$94,195	\$99,963
11	\$92,488	\$97,523	\$103,278
LONGEVITY (Years of Credentialed Service in AUHSD-See Article 14.3.5)			
16	\$97,130	\$102,165	\$107,920
21	\$101,772	\$106,807	\$112,562
26	\$106,414	\$111,449	\$117,204

Doctorate: \$2,266

Miscellaneous Rate of Pay: \$44.29 (Effective 2015-16)

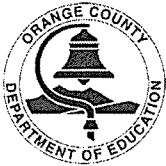
Initial Salary Placement: Initial placement for years of experience is based on the following:

1. A maximum of six (6) years of experience as a credentialed public school employee (excluding emergency permits and internship credentials), having worked a minimum of 75% of each work year.
2. A maximum of six (6) years of experience as a credentialed private school employee (excluding emergency permits and internship credentials), in a WASC accredited private school, having worked a minimum of 75% of each work year.

Years Experience	Placement
1	2
2	3
3	4
4	5
5	6
6 or more	7

Board of Trustees
Approved July 15, 2017
Effective: July 1, 2016

Print Form



2017-18 Quarterly Report
Williams Legislation Uniform Complaints

District: Anaheim Union High School District

District Contact: Brad Jackson

Title: Assistant Superintendent, Human Resources

- Quarter #1 July 1 - September 30, 2017 **Report due by October 27, 2017**
- Quarter #2 October 1 - December 31, 2017 **Report due by January 26, 2018**
- Quarter #3 January 1 - March 31, 2018 **Report due by April 27, 2018**
- Quarter #4 April 1 - June 30, 2018 **Report due by July 27, 2018**

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 Misassignments	0		
Facility Conditions	0		
TOTALS	0		

Name of Superintendent: Michael B. Matsuda

Signature of Superintendent: _____ Date: _____

Please submit to:

Thea Savas
Senior Administrative Assistant
200 Kalmus Drive, B-1009
P.O. Box 9050, Costa Mesa, CA 92628-9050

Board of Trustees
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1. Resignations/Retirements, effective as noted:

Erickson, Laura	Resignation	5/26/17
Mercado, Efren	Resignation	9/8/17

2. Leaves of Absence:

Liu, Joanna, for child care, without pay and without health benefits from 12/11/17 through the end of the working day on 12/22/17.

Miner, Andrew, for Family Medical Leave, without pay and with health benefits from 8/21/17 through the end of the working day on 9/25/17.

3. Employment:

A. Teacher(s)/Temporary:

		<u>Column</u>	<u>Step</u>
Adamosky, David	9/11/17	1	1
Carrillo, Julie	9/25/17	1	1
Douthat, Randall	8/30/17	3	1
Jorgensen, Joanne	9/7/17	1	1
Lee, Kyoung	9/20/17	1	7
Vo, Charlene	9/11/17	3	1

B. Speech-Language Pathologist(s)/Probationary:

		<u>Column</u>	<u>Step</u>
White, Gina	10/4/17	4	1

C. Day-to-Day Substitute Teacher(s) with authorization to teach in subject areas where they have adequate preparation, effective as noted:

Ajilore, Olanrewaju	9/11/17
Barba, Michael	9/21/17
Benci-Woodward, Leah	9/21/17
Beyler, Emma	9/21/17
Cheung, Michael	9/21/17
Dalmas, Margaret	8/29/17
Eser, Shaina	9/21/17
Henny, Stephen	9/21/17
Kamiyama, Darin	9/11/17
Kazerooni, Bijan	9/6/17
Lee, Eugene	8/30/17
Munoz, Imelda	9/21/17
Murillo, Wendy	8/7/17
Oh, Jaeun	9/21/17
Phan, John	9/21/17
Pierce, Luke	9/25/17
Ramirez, Guadalupe	9/21/17
Tenorio, Eric	9/15/17
Velasquez, Marlon	8/28/17
Williams, Jeffrey	9/21/17

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D. Day-to-Day Substitute Counselor(s), effective as noted:

Ayala, Javier	9/18/17
Coronado, Celia	8/29/17
Luna, Karina	8/29/17

E. Temporary Contract Junior ROTC Teachers, granted one-year contract for 2017-18 with pay per military contract:

Gastelum, Daniel	9/11/17	\$7,222.19	Western High School
McMahan, Kevin	9/1/17	\$8,114.33	Loara High School

F. Administrator Substitute, on an if and as needed basis, at the authorized salary of \$623 per day, as interim principal, Gilbert High School, effective as noted:

Wilson, Kelly	9/21/17
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G. Administrator Salary Placements, effective as noted:

		<u>Range</u>	<u>Step</u>
Azzam, Dollen Psychologist	10/11/17	31	1
Green, David Program Administrator I	10/6/17	22	1
Nguyen, Marnae Program Specialist	9/25/17	30	6

4. Extra Service Compensation:

A. JROTC/NJROTC Department Leadership Stipend, for the following individuals, for the 2017-18 school year, in the amount of \$1,500, to be paid half at the end of each semester: (General Funds)

McMahan, Kevin	Loara High School
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B. JROTC/NJROTC Drill Team Stipend, for the following individuals, for the 2017-18 school year, in the amount of \$2,000, to be paid half at the end of each semester: (General Funds)

Gastelum, Daniel	Western High School
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C. Additional Salary, for an extra period of coverage to be paid tenthly and based on the individual's salary for 2017-18, effective as noted: (General Funds)

Alvarado, Jessica	Anaheim	8/9/17
Banales, Catarina	Kennedy	8/7/17
Barrios-Gracian, Lizzette	Anaheim	8/24/17
Belski, Brian	Savanna	8/7/17
Buchanan, Rene	Dale	8/9/17
Carlson, Brian	Sycamore	8/25/17

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Castelli, Brian	Anaheim	8/9/17
Comer, Tracey	Kennedy	8/18/17
Edwards, Harold	Loara	8/9/17
Espinoza, Carrie	Cypress	8/7/17
Flores, Eric	Anaheim	8/21/17
Garcia, Liliana	Anaheim	8/7/17
Gonzalez, Michele	Katella	8/7/17
Gordon, Richard	Sycamore	8/9/17
Hauge, Corey	Cypress	8/7/17
Hemingway, Rob	Dale	8/9/17
Hildom, Tamara	Ball	8/24/17
Hormuth, Lisa	Dale	8/9/17
Jurado, Uriel	Anaheim	8/7/17
Karapoulios, Eleni	Cypress	8/7/17
Kim, David	Oxford	8/9/17
King, Don	Cypress	8/7/17
Lind, Augusta	Cypress	8/7/17
Lopez-Romero, Samuel	Anaheim	8/8/17
McQuerrey, Christopher	Sycamore	8/25/17
Montgomery, Charlene	Katella	8/7/17
Nakayama, Robert	Orangeview	8/7/17
Parish, Kerri	Sycamore	8/25/17
Perez, Apolinario	Anaheim	8/8/17
Preciado, Bruno	Anaheim	8/9/17
Ramirez, Oscar	Anaheim	8/7/17
Ren, Xi	Savanna	8/7/17
Robitu, Cristina	Kennedy	8/7/17
Rosenberg, Paola	Kennedy	8/7/17
Salazar, Valentine	Sycamore	8/25/17
Schultz, Bobbi	Kennedy	8/7/17
Squires, John	Cypress	8/7/17
Rosenberg, Paola	Kennedy	8/7/17

- D. Additional Work Days, for the 2017-18 school year, for the following temporary certificated coordinator, with 25 additional days, at their per diem rate of pay. (TUPE Funds)

Azevedo, Vicky District TUPE Coordinator

- E. AUHSD Tobacco Use Prevention Education Program Stipend, to be paid for the 2017-18 school year to the following individuals as noted: (AUHSD Tobacco Use Prevention Education Grant Funds)

Armijo, Valerie	\$2,000	Gangnath, Erika	\$1,000
Banales, Catarina	\$1,000	Glenn, Mark	\$2,000
Bauerle, Kim	\$2,000	Haaf, Kiandra	\$2,000
Chaldu, Chayne	\$2,000	Hickman, Karen	\$2,000
Dunham, Anita (AJ)	\$2,000	Hormuth, Lisa	\$2,000
Figueroa, Ana	\$1,000	Kliem, Erin	\$1,000
Flores, Jaime	\$2,000	Lind, Augusta (Gusti)	\$2,000
Flores, Robert	\$2,000	Loth, Sandra	\$1,000
Frank, Carolyn	\$1,000	Malmborg, Debra	\$2,000

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Pontius, Jamie	\$1,000	Somers, Allison	\$2,000
Serna, Margo	\$1,000	Viramontes, Juan	\$2,000
Sherman, Allan	\$2,000		

- F. Completion of the Orange County Department of Education (OCDE) Career Technical Education (CTE) Credential Program Stipend, for the 2017-2018 school year, for the following teachers in the amount of \$1,500 per teacher: (Carl D. Perkins Funds)

Delgado, Dean
Johnson, Christopher
Sporn, Dana

- G. Bilingual Authorization Stipend, to be paid to the following individual(s) for an earned Bilingual Cross-cultural Language and Academic Development (BCLAD) or equivalent certification, effective as noted:

De La Torre, Ada 8/7/17
Lee, Kyoung 9/20/17
Martinez, Ruben 8/7/17
Mendoza, Kathleen 8/22/17
Petitt, Cynthia 8/7/17
Rodriguez, Jemma 8/7/17

- H. Induction Mentor Coach Stipend, to coach participating teachers for the 2017-2018 school year, to be paid monthly to the following individuals in the amount of \$2,000 per participating teacher, effective August 7, 2017. All mentors will coach one teacher unless otherwise noted. (Educator Effectiveness Funds)

Adams, Clare	Lee, Jenny
Cavanagh, James	Loeper, Alison
Cohn, Leah	Palomino, Yvette
Dinkle, Tracy	Patino, Reuben (2)
Estanislao, Trina	Quezada, Angelica
Falt, Lisa	Serna, Margo
Fried, Susan	Shamrell, Kathy
Fujimoto, Diana (2)	Schuster, Grant
Gallagher, Angela	Solorzano Duenas, Raquel
Garcia, Christine	Solorzano, Ray
Giakoumis, Sabina	Spencer, Kasey
Goossens, Kristen	Spykerman, Julie (2)
Gray, Matthew	Staton, Amy
Hernandez, Sergio	Switzer, Mike (2)
Hill, Melanie	Taylor, Hiba
Keledjian, Jamie	Turner, Robin
Kile, Ryan	Wright, Chris
Kim, Jeff	

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5. Change of contract for the following personnel who have completed the additional units and/or years of experience to advance on the salary schedule, effective as noted:

	<u>From</u>	<u>To</u>	<u>Effective</u>
Adamosky, David	1 1	1 3	9/11/17
Aza, Vince	4 3	4 4	8/7/17
Bruner, Kayla	1 1	1 2	8/28/17
Douthat, Randall	3 1	3 4	8/30/17
Feruglio, Marcelo	3 1	3 2	8/7/17
Gonzalez, Diana	1 1	2 1	8/7/17
Kaniski, Cynthia	4 1	4 7	8/21/17
Kile, Brian	2 2	2 5	8/11/17
Lee, Kyoung	1 7	3 7	9/20/17
Mendoza, Kathleen	3 1	3 2	8/22/17
Palczewski, Michael	3 11	4 11	1/8/18
Valdez, Daniella	1 1	3 1	8/7/17
Villaseca, Betzabelly	1 2	1 6	8/10/17
Vo, Charlen	3 1	4 1	9/11/17

6. Volunteer Employee Aides, with coverage by Workers' Compensation Insurance, effective as noted:

Acevedoruiz, Victor	9/14/17	Lubyanoy, Nikita	9/13/17
Alachhab, Raidah	8/31/17	Marguez, Michelle	9/1/17
Antos, Amanda	9/11/17	McClory, Kristine	9/4/17
Arellano, Giovanna	9/12/17	Mosier, Margaret	9/22/17
Barillascifuentes, Jaqueline	9/13/17	Mulvihill, Leonie	9/13/17
Bataz, Liliana	9/15/17	Munozmartinez, Marisela	9/20/17
Beaubien, Timothy	9/22/17	Ngan, Clivia	9/6/17
Bland, Eliot	9/14/17	Nguyen, Amy	9/21/17
Butcher, Amber	9/6/17	Oneal, Gareth	8/30/17
Camacho, Joe	9/8/17	Pallares, Adriana	9/14/17
Chen, Yvonne	9/24/17	Park, Rebecca	9/11/17
Contreras, Carmen del Sagrario	9/8/17	Pereznoveron, Roxana	9/5/17
Coveney, Stacey	9/19/17	Pham, Jerry	9/12/17
Dezelsky, Bvrian	9/22/17	Posadas, Kathryn	9/22/17
Duncan, Brenna	9/6/17	Quintana, Norma	9/25/17
Fish, Daniel	9/5/17	Quirozhernandez, Nallely	8/29/17
Galiciaaguirre, Gabriela	9/12/17	Requejo, Jasara	9/8/17
Gonzalez, Alicia	8/31/17	Roberts, Kevin	9/22/17
Gonzalez, Elizabeth	9/12/17	Rodriguez, Pilar	9/14/17
Gonzalezcervantes, Araceli	9/13/17	Rubinkan, Natalie	8/28/17
Gonzalezmarin, Gilbert	9/22/17	Rueda, Irvin	9/7/17
Harlani, Jasmin	9/12/17	SanchezPascual, Maria	9/19/17
Hearn, Eileen	9/13/17	Sanders, Tranette	9/1/17
Huang, Sarah	8/28/17	Santana, Andres	9/15/17
Karlebotello, Diane	9/8/17	Santossanota, Suly	9/20/17
Kang, Yelim	9/5/17	Tramble, Latricia	9/12/17
Kaplan, Keith	9/18/17	Truong, Lanh	9/13/17
Kleinhans, Cody	9/6/17	Urbina, Robert	9/7/17
LeBlanc, Sandra	9/21/17	Vile, Robin	9/18/17
Lopez, Martha	9/8/17		

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7. Extra Service Assignments, employment effective as noted:

Classified:

	<u>Salary</u>	<u>Term</u>	<u>Effective</u>
<u>Anaheim</u> Delacruz, Guillermo Dance	\$1,857	1 st Semester	8/7/17
Kolakowski, Lawrence Accompanist	\$1,644	2 nd Semester	1/8/18
<u>Ball</u> Ahrens, Danny Football, 8 th Grade	\$2,486	1 st Quarter	8/14/17
Licon, Gerhard Volleyball, Assistant	\$1,838	1 st Quarter	8/14/17
<u>Cypress</u> Albers II, Christopher Volleyball, Asst./Lower Level, Girls	\$3,023	Season	8/31/17
Chang Jr., Spencer Badminton	\$3,571	Season	8/31/17
Hartong, Brett Volleyball, Asst./Lower Level, Girls	\$3,023	Season	8/7/17
Nault, Dylan Baseball, Asst./Lower Level	\$3,350	Season	2/13/18
Norris, Darin Wrestling, Head Varsity, Girls	\$4,197	Season	11/6/17
Swinford, Brandon Wrestling, Asst./Lower Level	\$3,350	Season	11/6/17
Tuaniga, Gustiano Volleyball	\$3,715	Season	8/21/17
<u>Dale</u> Besch, Kelsey Flag Football, 7 th Grade	\$1,838	1 st Quarter	8/14/17
<u>Hope</u> Saunders, Melissa Drama *REVISED	\$1,113	Season	8/7/17*
<u>Katella</u> Laura, Dean Basketball, Asst./Lower Level, Boys	\$837.50	Season	11/6/17

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Marin, Lawrance Soccer, Assistant, Girls	\$500	Season	8/22/17
Smith, Carly Cross Country, Asst./Lower Level	\$2,000	Season	8/7/17
Wilson, Rachel Cross Country, Asst./Lower Level	\$1,511.50	Season	8/17/17
<u>Kennedy</u> Hojreh, Bahram Water Polo, Head Varsity	\$3,715	Season	8/7/17
Hojreh, Bahram Water Polo, Head Varsity, Girls	\$3,715	Season	11/6/17
Johnson, Devan Track, Asst./Lower Level *REVISED	\$3,350*	Season	8/7/17
Monahan, Thomas Baseball, Head Varsity	\$4,197	Season	8/7/17
Orta, Sergio Soccer, Asst./Lower Level, Girls	\$3,023	Season	11/6/17
Pascal, Christopher Football, Assistant Frosh/Soph *REVISED	\$3,350*	Season	8/7/17
Peoples, Kevin Baseball, Asst./Lower Level	\$3,350	Season	2/13/18
Siatunuu, Lalotoa Football, Assistant	\$1,000	Season	8/7/17
Vasquez, Alexander Baseball, Asst./Lower Level	\$3,350	Season	2/13/18
<u>Lexington</u> Manliguis, Corey Flag Football	\$2,486	1 st Quarter	8/14/17
Schoonover, Cory Basketball, 7 th Grade, Boys	\$2,486	2 nd Quarter	10/16/17
Treece, April Tennis, Assistant	\$1,243	1 st Quarter	8/14/17

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Loara

Abuhadwan, Mohammad \$3,350 Season 11/6/17
Basketball, Assistant, Boys

Remigio, Gary \$3,350 Season 11/6/17
Basketball, Assistant, Boys

Saikaly, Kieran \$3,350 Season 11/6/17
Basketball, Assistant, Boys

Magnolia

Moran, Carlos \$3,023 Season 11/6/17
Soccer, Asst./Lower Level

Taromrina, Andrew \$3, 023 Season 8/7/17
Football, Assistant Frosh/Soph

Toldbert, Luther \$3,571* Season 8/7/17*
Football, Assistant Varsity
*REVISED

Young, Jasmin \$4,197 Season 11/6/17
Basketball, Girls

Orangeview

Arcos, Marco \$1,838 1st Quarter 8/14/17
Football, Assistant

Dinkle, Tracy \$1,623 2nd Semester 1/8/18
Pep Club

Escalera-Salas, Alex \$2,486 1st Quarter 8/14/17
Football

Kolakowski, Lawrence \$1,251 1st Semester 8/7/17
Accompanist

Small, Donovan \$2,486 1st Quarter 8/14/17
Football

Trace, Ron \$2,486 1st Quarter 8/14/17
Tennis

Oxford

Brennan, Brian \$2,486 1st Quarter 8/14/17
Volleyball, Junior High, Girls

Hernandez, Jose \$2,486 1st Quarter 8/17/17
Volleyball, 8th Grade, Girls

Sardo, Lucas \$1,838 1st Quarter 8/14/17
Flag Football, Assistant

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Sovern, Scott Baseball, Assistant	\$3,350	Season	2/13/18
Sovern, Scott Flag Football, 8 th Grade	\$2,486	1 st Quarter	8/14/17
Whitney, Robert Softball	\$4,197	Season	2/13/18
Williams, Casey Flag Football, 7 th Grade	\$2,486	1 st Quarter	8/14/17
<u>Savanna</u>			
Aguilar, Jesse Soccer, Asst./Lower Level, Boys	\$3,023	Season	11/6/17
Emaguna, Isiah Football, Asst./Lower Level	\$3,023	Season	8/7/17
Franco, Esther Dance	\$1,857.50	1 st Semester	8/7/17
Franco, Esther Dance	\$1,857.50	2 nd Semester	1/8/18
Garcia, Iran Soccer, Head Varsity, Girls	\$3,350	Season	11/6/17
Gaze, Miriam Wrestling, Varsity, Women	\$4,197	Season	11/6/17
Gaze, Robbie Wrestling, Varsity, Boys	\$4,197	Season	11/6/17
Herrera, Isaac Football, Assistant Frosh/Soph	\$3,023	Season	8/7/17
Martinez Jr., Jaime Wrestling, Asst./Lower Level	\$3,350	Season	11/6/17
Parker, Alonzo Basketball, Head Varsity, Girls	\$4,197	Season	11/6/17
Parker, Alonzo Football, Assistant Frosh/Soph	\$3,023	Season	8/14/17
Perez, Sergio Wrestling, Asst./Lower Level	\$3,350	Season	11/6/17
Robinson, Cory Colorguard	\$5,442	1 st Semester	8/7/17

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Robinson, Cory Colorguard	\$5,442	2 nd Semester	1/8/18
Sapadin, Peter Assistant Band Director	\$1,589	1 st Semester	8/7/17
Sapadin, Peter Assistant Band Director	\$1,589	2 nd Semester	1/8/18
<u>Western</u>			
Bailon, Nehemias Wrestling, Asst./Lower Level	\$3,350	Season	11/6/17
Bautista, Barrie Football, Assistant Frosh/Soph *REVISED	\$3,023*	Season	8/7/17
Flores Barrera, Maria Soccer, Asst./Lower Level, Girls	\$3,023	Season	11/6/17
Kua, Keoni Basketball, Asst./Lower Level, Boys	\$3,350	Season	11/6/17
Rapier, Trisha Accompanist	\$822	1 st Semester	8/7/17
Santillan Juarez, Julio Soccer, Asst./Lower Level	\$3,023	Season	11/6/17

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1. Retirements/Resignations/Terminations, effective as noted:

	<u>Location:</u>	<u>Effective:</u>
Bastida-Zapien, Joaquin Bus Driver	Transportation Department	09/14/2017
Jorgensen, Joanne Instructional Assistant – Special Abilities	Magnolia High School	09/06/2017
Lopez, Diana Food Service Assistant I	Loara High School	09/20/2017
Vega, Sanjuana Food Service Assistant I	Dale Jr. High School	09/01/2017
Wallace, Julia Instructional Assistant – Behavioral Support	Magnolia High School	05/26/2016

2. Employment, effective as noted:

	<u>Range/Step:</u>	<u>Effective:</u>
Permanent Employees:		
Bigelow, Donald Operations Supervisor	08/01	09/28/2017
Borcelis, Kashmyrrh Instructional Assistant – Behavioral Support	51/01	08/23/2017
Eppinger, Tameka Food Service Assistant I	41/01	09/05/2017
Garcia, Renee Instructional Assistant – Behavioral Support (Reinstatement)	51/04	09/18/2017
Gonzalez-Gamboa, Mariana Instructional Assistant – Specialized Academic Instruction	43/01	09/11/2017
Malone, Tramaine ASB Accounting Technician	55/01	10/02/2017
Perez, Jonathan Bus Driver	55/01	09/15/2017
Song, Kyong Instructional Assistant – Specialized Academic Instruction	43/04	10/12/2017

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Promotions:

Deem, Marcella Senior Administrative Assistant – School Support	59/01	09/11/2017
Erb, Richard Warehouse Supervisor	55/10	09/05/2017
Gill, Adam Instructional Assistant – Specialized Academic Instruction	43/01	09/19/2017
Huerta, Cathy Secretary – Registrar/Records	51/01	09/11/2017
Mondragon, Jason Athletic Facilities Worker I	49/10	09/13/2017
Neri, Yazmin Office Assistant - Bilingual	47/03	09/07/2017
Nguyen, Danny Network Technician	67/01	09/21/2017
Ramirez, Yeneyev Senior Administrative Assistant – School Support	59/01	09/11/2017
Saldana, Amy Senior Administrative Assistant – School Support	59/01	09/11/2017

Substitute Employees:

Acevedo-Gurrola, Rodolfo AVID Tutor	\$14.53/Hr.	09/20/2017
Baker, Ashley Substitute Bus Driver	55/01	08/25/2017
Banderas, Hector AVID Tutor	\$14.53/Hr.	09/18/2017
Carpio, Daniel AVID Tutor	\$14.53/Hr.	09/15/2017
Espinoza, Maricela AVID Tutor	\$14.53/Hr.	08/09/2017

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Eugenio, Jesus AVID Tutor	\$14.53/Hr.	09/06/2017
Gaytan, Clara Substitute Instructional Assistant – Behavioral Support	51/01	09/12/2017
Gaytan, Clara Substitute Instructional Assistant – Specialized Academic Instruction	43/01	09/12/2017
Hernandez-Escalera, Leticia Substitute Instructional Assistant – Behavioral Support	51/01	09/06/2017
Hernandez-Escalera, Leticia Substitute Instructional Assistant – Specialized Academic Instruction	43/01	09/06/2017
Hernandez-Ramirez, Odalis AVID Tutor	\$14.53/Hr.	09/18/2017
Jara, Ryan AVID Tutor	\$14.53/Hr.	09/05/2017
Leal, Isabel AVID Tutor	\$14.53/Hr.	09/15/2017
Martinez, Angel AVID Tutor	\$14.53/Hr.	09/08/2017
Mixer, Madison AVID Tutor	\$14.53/Hr.	08/25/2017
Moreno, Angel Substitute Custodian	48/01	09/11/2017
Nieto, Sergio AVID Tutor	\$14.53/Hr.	\$14.53/Hr.
Noble, Emma AVID Tutor	\$14.53/Hr.	09/22/2017
Ontiveros, Viana Substitute Campus Safety Aide	41/01	09/15/2017
Perales, Iliana AVID Tutor	\$14.53/Hr.	09/22/2017
Santos, Apolinar Substitute Warehouse Worker	51/01	09/01/2017

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Serrano-Tenorio, Fidelina Substitute Bus Driver	55/01	09/20/2017
Stubbs, Ben Substitute Instructional Assistant – Behavioral Support	51/01	09/18/2017
Stubbs, Ben Substitute Instructional Assistant – Specialized Academic Instruction	43/01	09/18/2017
Villasenor, Kimberly AVID Tutor	\$14.53/Hr.	09/15/2017

3. **Workability, current minimum wage or stipend of \$256 effective as noted:**
(Workability Grant Funds)

Effective

Allarey, Logan	09/20/2017
Anaya, Esteban	09/20/2017
Butler, Bryton	09/18/2017
Calderon, Alexia	09/11/2017
Carey, Elizabeth	09/20/2017
Cervantes, Emmanuel	09/11/2017
Del Rio, Alex	09/11/2017
Delgado, Bryan	09/11/2017
Diaz, Michael	09/20/2017
Elyossri, Linda	09/11/2017
Garcia, Emiliano	09/19/2017
Gutierrez, Sergio	09/13/2017
Huaman, Blake	09/13/2017
Isaman, Christian	09/20/2017
Martinez, Jonny	09/12/2017
Matias, Luis	09/19/2017
Miller, Mathew	09/11/2017
Moreno, Estrella	09/11/2017
Navejas, Karen	09/11/2017
Ngo, Cindy	09/19/2017
Olivares, Abraham	09/11/2017
Tellez, Carlos	09/11/2017
Torres, Luis	09/19/2017

4. **Food Service Student Workers**

Effective

Abdullahi, Abdullahi	08/09/2017
Ahmed, Yaseen	08/09/2017
Alattar, Mustafa	08/09/2017
Alcala, Isabel	08/09/2017
Anaya, Edgar	08/09/2017
Baghdasarian, Hakop	08/09/2017
Bekhiet, Tamer	08/09/2017

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Bracamontes, Ashanti	08/09/2017
Bracamontes, Beyonce	08/09/2017
Castaneda, Isaiah	08/09/2017
Ceballos, Jackelin	08/09/2017
Daerr, Alexander	08/09/2017
Dambeanu, Theodore	08/09/2017
Delira, Diego	08/09/2017
Diaz-Galeana, Isis	08/09/2017
Do, Tony	08/09/2017
Esqueda, Anthony	08/09/2017
Fennell, Jack	08/09/2017
Fronk, Alathia	08/09/2017
Garcia, Carlos	08/09/2017
Garcia, Emanuel	08/09/2017
Guevara, Angel	08/09/2017
Harrison, Jessica	08/09/2017
Hernandez, Christian	08/09/2017
Hernandez, Daniel	08/09/2017
Hoang, Leon	08/09/2017
Hottenroth, Jayce	08/09/2017
Huynh, Quan	08/09/2017
Kafi, Hamza	08/09/2017
LaFlamme, Michael	08/09/2017
Lazaro, Judith	08/09/2017
Le, Calvin	08/09/2017
Lopez-Ramirez, Jessica	08/09/2017
Lovera, Sharon	08/09/2017
Mac, Anh	08/09/2017
Magana, Amy	08/09/2017
Magana, Tino	08/09/2017
Martinez, Juan	08/09/2017
McCoy, Alicia	08/09/2017
McDevitt, Rebecca	08/09/2017
McDevitt, Sarah	08/09/2017
Medina, Alberta	08/09/2017
Mendoza, Damian	08/09/2017
Miranda, Alexis	08/09/2017
Mughtar, Muniba	08/09/2017
Ngo, Thanh-Truc	08/09/2017
Nguyen, Richard	08/09/2017
Nguyen, Tracy	08/09/2017
Nicolas, Leah	08/09/2017
Ochoa, Robert	08/09/2017
Orozco, Kayla	08/09/2017
Ortiz, Jackelyn	08/09/2017
Ortiz, Jocelyn	08/09/2017
Padilla, Natalie	08/09/2017
Penaloza, Miguel	08/09/2017
Peralta, Benjamin	08/09/2017
Phan, Duy	08/09/2017
Romero, Jessica	08/09/2017
Ruano, Rosanely	08/09/2017

Human Resources Division, Classified Personnel

Board of Trustees
October 5, 2017

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Sandoval, Mia	08/09/2017
Shin, Faye	08/09/2017
Torres, Daniel	08/09/2017
Tran, Tran	08/09/2017
Tran, Trung	08/09/2017
Tran, Yen	08/09/2017
Valadez, Jesus	08/09/2017
Van, An Vi	08/09/2017
Vizcaino, Yuliana	08/09/2017
Zayed, Duha	08/09/2017

5. **Temporary Salary Adjustment:**

	<u>Range/Step</u>	<u>Effective:</u>
Rowan, Maricella Risk Management Technician	59/10	07/01/2017 – 09/08/2017

ANAHEIM UNION HIGH SCHOOL DISTRICT

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

**BOARD OF TRUSTEES
Special Meeting Minutes
Tuesday, August 29, 2017**

UNADOPTED**1. CALL TO ORDER—ROLL CALL**

Board President Anna L. Piercy called the special meeting of the Anaheim Union High School District Board of Trustees to order at 6:03 p.m.

Present: Anna L. Piercy, president; Katherine H. Smith, clerk; Al Jabbar, assistant clerk; Brian O'Neal and Annemarie Randle-Trejo, members.

2. ADOPTION OF AGENDA

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adopted the agenda.

3. PLEDGE OF ALLEGIANCE

Board President Anna L. Piercy led the Pledge of Allegiance to the Flag of the United States of America.

4. PUBLIC COMMENTS, CLOSED SESSION ITEM

There were no requests to speak.

5. CLOSED SESSION

The Board of Trustees entered closed session at 6:04 p.m.

6. RECONVENE MEETING AND CLOSED SESSION REPORT OUT**6.1 Reconvene Meeting**

The Board of Trustees reconvened into open session at 6:57 p.m.

6.2 Closed Session Report

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

6.2.1 No reportable action taken regarding anticipated litigation.

7. ADJOURNMENT

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 6:58 p.m.

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, September 7, 2017

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 3:30 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 Jennifer Root, assistant superintendents; and Jeff Riel, District counsel.

2. ADOPTION OF AGENDA

Staff requested the following amendments to the agenda:

- Pull closed session item 4.5
- Pull item 11.10.1
- Pull item 11.10.4
- Replace exhibit MM

On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees adopted the agenda as amended.

3. PUBLIC COMMENTS, CLOSED SESSION ITEMS

There were no requests to speak.

4. CLOSED SESSION

The Board of Trustees entered closed session at 3:32 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 6:05 p.m.

5.2 Pledge of Allegiance and Moment of Silence

Board President Anna L. 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 existing litigation.
- 5.3.3 No reportable action taken regarding negotiations.
- 5.3.4 No reportable action taken regarding personnel.
- 5.3.5 This item was pulled prior to the adoption of the agenda.
- 5.3.6 The Board of Trustees took formal action, with a 5-0 vote, to accept settlement on Claim AUHSD 17-08.
- 5.3.7 The Board of Trustees took formal action, with a 5-0 vote, to accept settlement on Claim AUHSD 15-05, Tort #354.
- 5.3.8 The Board of Trustees, took formal action, with a 5-0 vote, to approve the settlement agreement in OAH Case No. 2017060421 resolving all issues.
- 5.3.9 The Board of Trustees took formal action, with a 5-0 vote, to authorize entry into two no fault settlement agreements with the Equal Employment Opportunity Commission.

6. INTRODUCTION OF GUESTS

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

In addition, Board of Trustees’ President Piercy introduced Hussam Ayloush, executive director and Asmaa Ahmed, policy and advocacy coordinator, CAIR; Cheryl Ing, ASCPTA president; Dean Elder, ASTA president; and Jackie Brock, CSEA president.

7. BOARD OF TRUSTEES’ RECOGNITION

7.1 Donations

The Board of Trustees recognized the following individuals for their generous donation to the District.

CAIR	\$10,000	Districtwide
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7.2 Shawn Mc Bride, Kennedy High School Girls’ Water Polo

The Board of Trustees recognized Shawn Mc Bride, teacher at Sycamore Junior High School, for going above and beyond the call of duty. In the middle of a promising season, Kennedy High School girls’ 2017 water polo team faced unexpected challenges and a sudden coaching vacancy. Despite the difficulties ahead, Mr. Mc Bride stepped up to coach this team. Through his leadership and ability to capture their hearts, he helped lead the girls water polo team to a league championship and successful run in CIF. More importantly, Mr.

Mc Bride was able to bring his team together in the face of adversity and teach them valuable life lessons.

7.3 **Division V CIF Boys' Baseball Champions, Katella High School**

The Board of Trustees recognized Katella High School Boys' Varsity Baseball Team, for their outstanding performance in becoming the Division V CIF Baseball Champions. The Knights secured their first CIF championship since 2004 with a 3-0 win over Chaffey High School. The team was led by Head Coach Marcelo Miranda, Assistant Coaches Ted Gugert, Eduardo Agredano, Greg Beaubien, and Dave Sepe. The following individuals were members of the 2017 Katella High School Boys' Varsity Baseball Team:

Andres Agredano	Steven Limon	Logan Spathes
Fabian Agredano	Isaac Martinez	Jorge Torres
Rafael Flores	David Navarrete	Angel Ureno
Michael Hill	Steven Pardo	Dru Zuniga
Jacob Jimenez	Christopher Perez	
Skyler Johnson	Daniel Ramirez	

7.4 **Division IV CIF Boys' Volleyball Champions, Kennedy High School**

The Board of Trustees recognized Kennedy High School Boys' Varsity Volleyball Team, for their outstanding performance in becoming the Division IV CIF Volleyball Champions. The Fighting Irish secured their first CIF volleyball championship ever, with a 3-2 win over Downey High School. The team was led by Head Coach Travis Warner. The following individuals were members of the 2017 Kennedy High School Boys' Varsity Volleyball Team:

Derek Aguilar	Logan Dyckes	Adam Rivera
Lorenzo Bahena	Spencer Hirai	Eli Sala
Evan Barrientos	Ryan Kim	Daniel Song
Dillon Choi	Asheesh Mehta	Travis Tran
Jeremy Choi	Christopher Piazza	Justin Vong
Devyn Claire	Cody Prowse	

7.5 **Division III CIF Boys' Volleyball Champions, Cypress High School**

The Board of Trustees recognized Cypress High School Boys' Varsity Volleyball Team, for their outstanding performance in becoming the 2017 Division III CIF Volleyball Champions. The Centurions secured their first CIF championship with a 3-0 win over Bishop Montgomery High School. The team was led by Head Coach Alex Griffiths. The following individuals were members of the 2017 Cypress High School Boys' Varsity Volleyball Team:

Jeet Bhakta	Andrew Farmer	Erik Papke
Jared Buzzini	Kyle Farmer	Alan Pham
Chris Cons	Robert Fleming	Helio Taibe
Jimmy Dang	Andrew Higa	Andre Udtohan
Travis Degener	Alex Medina	Ezekiel Vaielua
Alex Do	Jadon Morales	Austin Yim

On the motion of Trustee O'Neal, and duly seconded, item 12.17 was pulled out of order to present newly appointed Controller Habib Tahmas and Risk Management Director Diana Gaeta.

On the motion of Trustee Jabbar, and duly seconded, items 10.1 and 10.2 were pulled out of order to present the Student Ambassadors.

8. **REPORTS**

8.1 **Principals' Report**

Gary Brown, Sycamore Junior High School principal, and Robert Saldivar, Anaheim High School principal, presented a report on their school site branding plan.

8.2 **Reports of Associations**

There were no reports.

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

Cheryl Ing, ASCPTA president, reported on school site activities throughout the District, and expressed PTSA school site chapters' excitement for this year. Additionally, she invited the Board to the Principal's Breakfast on Wednesday, September 13, 2017, as well as thanked them for their support.

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

Mike Zannitto, Cypress High School parent, addressed the transportation changes in relation to the Program Improvement Plan.

10. **PRESENTATION**

10.1 **Introduction of the 2017-18 Student Representative to the Board of Trustees**

Background Information:

The position of student representative to the Board of Trustees was created along with the Student Ambassador Program 20 years ago. The student representative to the Board of Trustees represents the 30,000 students of AUHSD and reports on student activities throughout the District at all regular Board meetings.

Current Consideration:

Responsibilities of the student representative to the Board of Trustees include:

- Leading monthly leadership meetings with student ambassadors at a District site.
- Creating reports from student ambassador findings to present to District leadership and to the Board of Trustees at regular Board meetings for greater awareness of activities, student achievement, etc.

Budget Implication:

The budget will be impacted for cost of the student uniform and name badge, for a total cost not to exceed \$250. (General Funds)

Action:

The Board of Trustees welcomed and confirmed Alexandria Alvarez, Katella High School, as the student representative to the Board of Trustees.

10.2 **Introduction of the 2017-18 Student Ambassadors**

Background Information:

One of the unique programs that AUHSD offers to senior students is our Student Ambassador Program. It was an initiative of former AUHSD Superintendent Dr. Jan Billings and is fashioned after the Disneyland Resort's Ambassador Program. We are celebrating the program's 20th year. Board President Piercy joined in the selection process and recommended that we have representation from each of our high schools. Each year, the program participants are fortunate to receive etiquette and business training from the Disneyland Ambassadors.

The role of the AUHSD Student Ambassador Program is to represent the District's 30,000 students in the community. They are the face of the District and represent AUHSD, not only at community and District events, but also share student input on various District committees.

Current Consideration:

The purpose of the Student Ambassador Program is to provide a "student voice" from each of our nine comprehensive high schools, as well as Gilbert High School, to the District Leadership Team and the Board of Trustees, which includes the following.

- Student leadership training
- Attend monthly meetings led by the student representative to the Board of Trustees
- The creation of an AUHSD Student Ambassador Handbook with a code of ethics
- Active participation on District and community committees
- The creation of student focus groups, such as Raising Student Voice and Participation (RSVP) led by the ambassador at each school site
- Community service project(s) led by the ambassadors
- Being visible and approachable to the students and staff on campus

Budget Implication:

The budget will be impacted for the cost of the student ambassador uniforms and name badges, as well as student ambassador training, for a total cost not to exceed \$2,600. (General Funds)

Action:

The Board of Trustees welcomed and confirmed the following students to serve as AUHSD student ambassadors.

Cindy Guzman	Anaheim High School
Aarushi Pande	Cypress High School
Veronica Fajardo	Gilbert High School
Alexandria Alvarez	Katella High School
Lujain Altawarah	Kennedy High School
Kristian Solis	Loara High School
Melissa Tapia	Magnolia High School
Karina Love	Oxford Academy
Ramez Zureigat	Savanna High School
Joseph Rodriguez	Western High School

10.3 **Cybersecurity**

Background Information:

The Board of Trustees requested a report on the state of the District's cybersecurity at the August 10, 2017, Board meeting. Cybersecurity consists of the technologies, processes, and practices designed to protect the District's digital assets, as well as data from unauthorized access and inappropriate use.

Current Consideration:

Chief Technology Officer Erik Greenwood, will present a cybersecurity update to the Board of Trustees.

Budget Implication:

There is no impact to the budget.

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board officially received the information.

10.4 **California School Dashboard and Local Indicators**

Background Information:

California has a new accountability system 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, English Learner Progress, Suspension Rate, Graduation Rate, and College/Career Readiness. Information on Chronic Absenteeism is forthcoming in Fall 2018. 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. LEAs are required to collect and report information on the local indicators: Basic Services, Implementation of State Standards, Parent Engagement, and School Climate.

Current Consideration:

In compliance with state regulations, an annual presentation to the Board of Trustees will be held 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.

11. **ITEMS OF BUSINESS**

RESOLUTIONS

11.1 **Resolution No. 2017/18-B-02 Adjustments to Income and Expenditures, General Fund; Resolution No. 2017/18-B-03, Adjustments to Income and Expenditures, Various Funds; and 2016-17 Unaudited Actual Financial Statements**

Background Information:

Each fiscal year, the District prepares the Unaudited Actual Financial report in accordance with Education Code Section 41010. Also, as part of the year-end closing of the financial records, budget adjustments are made to income and expenditures.

Current Consideration:

The Unaudited Actual Financial report must be Board approved and filed with the state, pursuant to Education Code Section 42100. In addition, current budget adjustments to income and expenditures need to be authorized per Education Code Sections 42600-42601.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar, and duly seconded, the Board of Trustees adopted Resolution No. 2017/18-B-02, Adjustments to Income and Expenditures, General Fund, and Resolution No. 2017/18-B-03, Adjustments to Income and Expenditures, Various Funds, as well as approved the 2016-17 Unaudited Actual Financial Statements. The roll call vote follows.

Ayes: Trustee Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.2 **Resolution No. 2017/18-B-04, Recalculation of the 2016-17 Appropriations Limit and Establishing the 2017-18 Estimated Appropriations Limit Calculations**

Background Information:

Proposition 4 (Gann Amendment) was approved by the voters of California in 1979, which states that all school districts must establish a Gann limit for the preceding and current fiscal years in accordance with the provision of the Gann Amendment and applicable statutory law.

Current Consideration:

The California Department of Education requested these forms in accordance with Government Code Section 7906(f), which states: "Each school district shall report to the Superintendent of Public Instruction and to the Director of Finance, at least annually, its appropriation limit, its appropriations subject to limitation, and amount of its state aid apportionments and subventions included within the proceeds of taxes of the school district, and amounts excluded from its appropriations limit, at a time and in a manner prescribed by the Superintendent of Public Instruction and by the Director of Finance."

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Smith, and duly seconded, the Board of Trustees adopted Resolution No. 2017/18-B-04. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.3 **Resolution No. 2017/18-E-03, Red Ribbon Week**

Background Information:

Red Ribbon Week is the oldest and largest proactive drug prevention program in the United States. It is an awareness campaign about the dangers of drug abuse, which is also intended to be an experiential learning lesson for children and adults alike, and a plan to help parents, schools, and others deliver effective anti-drug themes in a positive way. Red Ribbon Week will be celebrated in every community in America during the month of October.

Current Consideration:

The District will acknowledge Red Ribbon Week, October 23, 2017, through October 31, 2017, and will encourage all staff to wear red ribbons and participate in anti-drug awareness activities.

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. 2017/18-E-03 for Red Ribbon Week. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.4 **Resolution No. 2017/18-E-04, National Hispanic Heritage Month**

Background Information:

National Hispanic Heritage Month celebrates the contributions of Hispanics to the United States and celebrates the group's heritage and culture.

Current Consideration:

The Board of Trustees was requested to adopt Resolution No. 2017/18-E-04 for National Hispanic Heritage Month. The adoption of this resolution provides an opportunity to inform parents, guardians, and communities of the efforts that the District is taking to honor the many achievements and contributions made by Hispanics to our economic, cultural, spiritual, and political development. The District will acknowledge National Hispanic Heritage Month, September 15, 2017, through October 15, 2017.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Jabbar, and duly seconded, the Board of Trustees adopted Resolution No. 2017/18-E-04, National Hispanic Heritage Month. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

11.5 **Resolution No. 2017/18-HR-02, Week of the School Administrator**

Background Information:

Per Education Code Section 44015.1, the state of California observes the importance of educational leadership at the school, district, and county levels. The second full week in the month of October of each year is designated as Week of the School Administrator.

Current Consideration:

The resolution, as prepared and presented, declares the week of October 8, 2017, through October 14, 2017, as Week of the School Administrator throughout the Anaheim Union High School District. Schools, districts, and county superintendents of schools are encouraged to observe the week with public recognition of the contribution that school administrators make to successful pupil achievement.

Budget Implication:

There is no impact to the budget.

Action:

On the motion of Trustee Randle-Trejo, and duly seconded, the Board of Trustees adopted Resolution No. 2017/18-HR-02, Week of the School Administrator. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O'Neal, Jabbar, Smith, and Piercy

BUSINESS SERVICES

11.6 **Agreement, Continuing Development, Inc. (CDI)**

Background Information:

The District and CDI maintain a use of facilities agreement that allows CDI the use of District facilities at Trident Education Center, now known as Gilbert High School. CDI provides childcare services to teen mothers in the Pregnant Minor Program (PMP).

Current Consideration:

Services are being provided for the period of July 1, 2017, through June 30, 2018, for use of District facilities. Under the agreement, CDI will pay the District prorated fees based on the current fee schedule for the 2017-18 year.

Budget Implication:

The fees collected will be used to offset direct costs from CDI's use of District facilities.

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees ratified the agreement.

11.7 **Agreement, Healthmaster Holdings LLC**

Background Information:

With the District's expanding mental health program, there is an increased need to develop systems that will improve communication with site teams, ensure compliance with confidentiality laws, and ensure proper documentation of services rendered. In addition, the liability risk to the District will be substantially decreased.

Current Consideration:

Healthmaster Holdings LLC has created a web based service software, which serves as a case management and documentation system developed around California policies and procedures to best follow workflow. HealthOffice Anywhere Mental Health & Wellness Case Management is designed specifically for school settings to create consistency and streamline communication for the District and its mental health professionals. The program will allow for District social workers to use a documentation and monitoring system that is Health Insurance Portability and Accountability Act of 1996 (HIPPA) and Family Educational Rights

and Privacy Act of 1974 (FERPA) compliant, which will assure procedural safeguards under one system. In addition, it is a secure method of documentation to ensure everything is accounted for to protect the District and employees from legal risk. The software also provides for progress monitoring with evaluative components, which will provide data that can be used to determine if there is a need to improve on or add services that may have an impact on educational and life outcomes for our students.

Budget Implication:

The program costs include installation and training fees during the first year, at a cost not to exceed \$27,600. The renewal rate will not exceed \$21,600 per year, thereafter. Services will commence September 10, 2017, and will continue until the District discontinues services. (Title I Funds)

Action:

On the motion of Trustee O'Neal, duly seconded and unanimously carried, the Board of Trustees approved the agreement with Healthmaster Holdings LLC.

EDUCATIONAL SERVICES

11.8 Public Hearing, Sufficiency of Textbooks and Instructional Materials

Background Information:

In response to the Williams Settlement Legislation, each year the Board of Trustees is requested to hold a public hearing to determine that each pupil in the District has sufficient textbooks and instructional materials. Notice of the public hearing is posted in three public places in the District, ten days prior to the public hearing, in an effort to encourage community participation.

Current Consideration:

Notice of the public hearing was posted in three public places in the school District, ten days prior to the public hearing, to determine that each pupil in the District has sufficient textbooks and instructional materials for the 2017-18 year.

Budget Implication:

Textbooks and instructional materials are purchased as necessary to achieve compliance. (Lottery Funds)

Action:

Although this was an information item only, requiring no formal action by the Board of Trustees, the Board formally opened a public hearing to provide the public with an opportunity to speak on the sufficiency of textbooks and instructional materials at 8:29 p.m.

There were no requests to speak.

Board President Piercy closed the public hearing at 8:29 p.m.

11.9 Resolution No. 2017/18-E-02, Textbooks and Instructional Materials Compliance for 2017-18

Background Information:

Per Education Code Section 60229 and as required in the Williams Settlement Legislation, the Board holds an annual public hearing to determine if each pupil in the District has

sufficient textbooks and instructional materials. Textbooks and instructional materials are aligned to the content and performance standards adopted by the State Board of Education.

Current Consideration:

The Board of Trustees held its annual public hearing to determine if each pupil in the District has sufficient textbooks or instructional materials, in history-social science, mathematics, reading, English language arts, science, health, and world languages. The Orange County Department of Education has verified that the District has met the Williams Settlement Legislation textbook and instructional materials requirements.

Budget Implication:

Textbooks and instructional materials were purchased as necessary to achieve compliance. (Lottery Funds)

Action:

On the motion of Trustee Jabbar, and duly seconded, the Board of Trustees adopted Resolution No. 2017/18-E-02, Textbooks and Instructional Materials Compliance for 2017-18. The roll call vote follows.

Ayes: Trustees Randle-Trejo, O’Neal, Jabbar, Smith, and Piercy

11.10 **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 have submitted school-sponsored student organization applications:

- 11.10.1 This item was pulled prior to the adoption of the agenda.
- 11.10.2 Magnolia Make a Difference, Magnolia High School
- 11.10.3 Mariachi y Voz, Savanna High School
- 11.10.4 This item was pulled prior to the adoption of the agenda.
- 11.10.5 HOC (Health Occupations Club), Western High School
- 11.10.6 Puente Club, Western High School
- 11.10.7 The Pio Book Club, Western High School

Budget Implication:

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

Action:

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees approved the school-sponsored organizations applications, as amended prior to the adoption of the agenda.

HUMAN RESOURCES

11.11 Educational Consulting Agreement, Pivotal Leadership LLC DBA MindKind Institute

Background Information:

Pivotal Leadership's Self-Awareness Training (SAT) program is an online practicum training with Dr. Home H.C. Nguyen and other Pivotal Leadership faculty members. Pivotal Leadership has extensive experience coaching and training leaders at leading organizations.

The training helps participants learn to better manage stress, and also to further develop emotional intelligence, mindfulness, and leadership skills. Essentially, the training promotes wellness, as educators today deal with a multitude of demanding and complex issues, and increased workloads, which can lead to undue stress and a loss of productivity.

Current Consideration:

Participants will learn about a variety of meditation techniques and how they can weave these techniques into everyday life. The program is delivered via an online coach and a teacher-led, group-learning platform. Services will be provided September 8, 2017, through June 30, 2018.

Budget Implication:

The total cost is not to exceed \$8,500. (Wellness Funds)

Action:

On the motion of Trustee Randle-Trejo, duly seconded and unanimously carried, the Board of Trustees approved the educational consulting agreement.

12. CONSENT CALENDAR

On the motion of Trustee Jabbar, duly seconded and unanimously carried, following discussion, the Board of Trustees approved all consent calendar items, with the exception of items 12.2 and 12.3 pulled by Trustee Randle-Trejo, as well as 12.7 and 12.8 pulled by Trustee O'Neal.

BUSINESS SERVICES

12.1 Run-Off Claims Administration Agreement, Keenan & Associates

Background Information:

The District workers' compensation program for industrial injuries prior to 1996 was fully self-insured, as permitted by California Education Code Section 17566 and the California Department of Self-Insurance Plans.

Current Consideration:

Claims from 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 the period of October 1, 2017, through September 30, 2018.

Budget Implication:

The total cost is not to exceed \$5,525. (Workers Compensation Funds)

Action:

The Board of Trustees approved the agreement.

12.2 **Ratification of Change Orders**

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

Bid #2017-19, Districtwide	P.O. #L64A0032
Modular Buildings Relocation (Measure H Funds)	
Oceanstate Development, Inc.	
Original Contract	\$194,350
Change Order #1	\$0
New Contract Value	\$194,350

RFQ/RFP #2016-02, Katella High School	P.O. #J64A0213
DROPS–Site Improvement Project (Measure H Funds, DROPS Grant, and COP Funds)	
Pinner Construction Co., Inc.	
Original Contract	\$11.3 Million
Change Order #1	(\$450,626.63)
New Contract Value	\$10,917,373.37

Action:

On the motion of Trustee O’Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees ratified the change orders as listed.

12.3 **Notices of Completion**

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

Bid #2017-19, Districtwide	P.O. #L64A0032
Modular Buildings Relocation (Measure H Funds)	
Oceanstate Development, Inc.	
Original Contract	\$194,350
Contract Changes	\$0
Total Amount Paid	\$194,350

RFQ/RFP #2016-02, Katella High School	P.O. #J64A0213
DROPS–Site Improvement Project (Measure H Funds, DROPS Grant, and COP Funds)	
Pinner Construction Co., Inc.	
Original Contract	\$11.3 Million
Contract Changes	(\$450,626.63)
Total Amount Paid	\$10,917,373.37

Action:

On the motion of Trustee O’Neal, duly seconded and unanimously carried, following discussion, the Board of Trustees authorized the assistant superintendent, business to accept all listed work as complete, and authorized the filing of the notices of completion with the Office of the County Recorder.

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

Action:

The Board of Trustees approved the list of District furniture and equipment as unusable, obsolete, and/or out-of-date, and ready for sale or destruction, as well as authorized proper disposal in accordance with Education Code Section 17545 et al.

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

Action:

The Board of Trustees approved the list of District textbooks and instructional materials as unusable, obsolete, and/or out-of-date, damaged, and ready for sale or destruction as surplus, as well as authorized staff to dispose of the textbooks and instructional materials in accordance with Education Code Section 60510 et al.

12.6 **Donations**

Action:

The Board of Trustees accepted the donations as submitted.

On the motion of Trustee O'Neal, and duly seconded, following discussion, the Board of Trustees ratified items 12.7 and 12.8 with the following roll call vote.

Ayes: Trustees Randle-Trejo, Jabbar, Smith, and Piercy

Abstain: Trustee O'Neal

12.7 **Purchase Order Detail Report**

Action:

The Board of Trustees ratified the report August 1, 2017, through August 28, 2017.

12.8 **Check Register/Warrants Report**

Action:

The Board of Trustees ratified the report August 1, 2017, through August 28, 2017.

12.9 **SUPPLEMENTAL INFORMATION**

12.9.1 ASB Fund, July 2017

12.9.2 Cafeteria Fund, June 2017

EDUCATIONAL SERVICES

12.10 **Educational Consulting Agreement, Vital Link**

Background Information:

For the past 15 years, the District has partnered with Vital Link as it facilitated Career Technical Education (CTE) advisory boards. Kathy Johnson, executive director of Vital Link, has coordinated and facilitated the industry panels and activities for the following industry pathways: Arts, Media and Entertainment; Business and Finance; Construction; Culinary Arts; Education; Engineering and Design; Health Science and Medical Technology; Information and Communication Technology; Marketing, Sales, and Services; Manufacturing and Product Design; Public Services; and Transportation.

Current Consideration:

Vital Link will continue its focus on the expansion of industry involvement on the advisory boards, and assist faculty in the development of ongoing industry and educational partnerships, as well as resources. In addition, Vital Link will support the District with its

implementation of OC Pathways, a consortium of Orange County secondary school districts, all nine community colleges, and the Orange County Department of Education. Vital Link will also assist in the coordination of the interactive career exploration portion of the District's annual College and Career Fair. Services will be provided from September 8, 2017, through August 31, 2018.

Budget Implication:

Total costs for these services are not to exceed \$25,400. (Perkins Funds)

Action:

The Board of Trustees approved the educational consulting agreement.

12.11 **Agreement, Department of Rehabilitation**

Background Information:

The Department of Rehabilitation (DOR) has recently received continued funding for an additional two years for local high school students receiving Special Education Services under an Individual Education Plan (IEP). Under the Workforce Innovation and Opportunity Act (WIOA), DOR has been tasked with serving the underserved population of transitional aged youth with Pre-Employment Transition Services through the Work Experience We Can Work Contract.

Current Consideration:

Through the We Can Work agreement, the goal is to improve employability for our students who have disabilities. The DOR funds are intended to create a case service contract with our District that would allow us to extend work experience and/or training opportunities for our special youth services student population. The funds will be used to pay 5 percent of the two Vocational Education Transition Counselors and two Job Developers' salaries to coordinate the employment services. Student wages for 45 identified students who receive special education services will also be funded through this contract, including FICA and worker's compensation cost for work experience. Services are being provided July 1, 2017, through June 30, 2019.

Budget Implication:

There is no impact to the budget.

Action:

The Board of Trustees ratified the agreement.

12.12 **Transportation Agreements**

Background Information:

Under the Individuals with Disability Education Act, the District is obligated to provide transportation services to special education students that require transportation in order to receive a free and appropriate public education. Our 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 the Education Code and federal law. Due to student confidentiality, the transportation agreements are redacted with limited information provided regarding the student or family.

12.12.1 **Speech and Language Development Center**

12.12.1.1 **Current Consideration:**

The Board of Trustees was requested to ratify the 2017-18 regular school year transportation agreement to reimburse the parent of a special education student attending Speech and Language Development Center, located at 8699 Holder, Buena Park, CA 90620, for providing round trip daily transportation, for up to 180 days. Services are being provided August 28, 2017, through June 15, 2018.

Budget Implication:

The total cost is not to exceed \$897.52. (Special Education Funds)

12.12.1.2 **Current Consideration:**

The Board of Trustees was requested to approve the 2017-18 extended school year transportation agreement to reimburse the parent of a special education student attending the Speech and Language Development Center, located at 8699 Holder, Buena Park, CA 90620, for providing round trip daily transportation for up to 20 days. Services will be provided July 8, 2018, through August 3, 2018.

Budget Implication:

The total cost is not to exceed \$99.72. (Special Education Funds)

12.12.2 **Del Sol School**

12.12.2.1 **Current Consideration:**

The Board of Trustees was requested to ratify the 2017-18 regular school year transportation agreement to reimburse the parent of a special education student attending Del Sol School, located at 5340 Myra Avenue, Cypress, CA 90630, for providing round trip daily transportation not to exceed 189 days. Services are being provided August 16, 2017, through June 8, 2018.

Budget Implication:

The total cost is not to exceed \$3,640.14. (Special Education Funds)

12.12.2.2 **Current Consideration:**

The Board of Trustees was requested to approve the 2017-18 extended school year transportation agreement to reimburse the parent of a special education student attending Del Sol School, located at 5340 Myra Avenue, Cypress, CA 90630, for providing round trip daily transportation not to exceed 34 days. Services will be provided June 20, 2018, through August 4, 2018.

Budget Implication:

The total cost is not to exceed \$654.84. (Special Education Funds)

Action:

The Board of Trustees approved/ratified the agreements.

12.13 **Instructional Materials Submitted for Adoption**

The Instructional Materials Review Committee has recommended the selected books for world language courses. The books have been made available for public view.

Action:

The Board of Trustees adopted the selected materials.

12.14 **Field Trip Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

HUMAN RESOURCES

12.15 **Agreement Amendment, CompHealth Medical Staffing**

Background Information:

The District is obligated to provide critical services to students with special needs. Speech-language pathologists provide some of these critical services. When a speech-language pathologist takes a leave of absence or if there is a sudden need to fill a vacancy, we must fill that position on a temporary basis with a qualified individual. Due to the specific qualifications needed to fill this type of position, and for only a limited time, it is increasingly difficult to find a qualified individual.

Current Consideration:

This agreement amendment will provide a qualified speech-language pathologist, on a temporary basis, from October 6, 2017, through December 22, 2017. This agreement will be signed following approval by the AUHSD Board of Trustees.

Budget Implication:

The total cost is not to exceed \$28,000. (General Funds)

Action:

The Board of Trustees approved the agreement amendment.

12.16 **Certificated Personnel Report**

Action:

The Board of Trustees approved/ratified the report as amended prior to the adoption of the agenda.

12.17 **Classified Personnel Report**

Action:

The Board of Trustees approved/ratified the report as submitted.

SUPERINTENDENT'S OFFICE

12.18 **Board of Trustees' Meeting Minutes**

August 10, 2017, Regular Meeting

Action:

The Board of Trustees approved the minutes as submitted.

13. **SUPERINTENDENT AND STAFF REPORT**

Dr. Fried shared that the AUHSD Staff Professional Development Day will be taking place on October 9, 2017, at Anaheim High School.

Mr. Jackson thanked the Board for approving the MindKind Institute Agreement, which will benefit AUHSD employees by providing stress management techniques.

14. **BOARD OF TRUSTEES' REPORT**

Trustee Randle-Trejo congratulated everyone on a great start to the year and mentioned she attended Kennedy High School's Back-to-School night, a Personnel Commission meeting, MECA conference at the Anaheim Convention Center, Pageant of the Masters along with AUHSD students, AIME Summer Celebration, and the Kaiser Luncheon. In addition, she congratulated staff on the AUHSD Educational Pledge and the student banners around the cities.

Trustee O'Neal shared he attended Back-to-School nights for five junior high schools and five high schools, a Sister City Commission meeting, and Assemblywoman Sharon Quirk-Silva's Open House.

Trustee Jabbar said he attended the BROS and CROWN career event, visited Ethnic Studies classes at Loara High School, Assemblywoman Sharon Quirk-Silva's Open House, and Back-to-School nights for Anaheim and Western high schools, as well as Sycamore Junior High School, and Oxford Academy. He also mentioned the DACA Community Forum taking place at Sycamore Junior High School on September 13, 2017, at 6:00 p.m.

Trustee Smith reported she attended the Insurance Committee meeting and a Homelessness Awareness meeting in West Anaheim. Additionally, she thanked Adela Cruz for her work with at-risk youth.

Trustee Piercy stated she attended the Sister City Commission meeting, Assemblywoman Sharon Quirk-Silva's Open House, Los Alamitos and Cypress Legislative Mixer, Back-to-School nights for Dale Junior High School and Magnolia High School, ROP Board meeting and Strategic Planning Workshop, as well as the Insurance Committee meeting.

15. **ADVANCE PLANNING**

15.1 **Future Meeting Dates**

The next regular meeting of the Board of Trustees will be held on Thursday, October 5, 2017, at 6:00 p.m.

Thursday, November 2
Thursday, December 7

15.2 **Suggested Agenda Items**

Trustee Jabbar requested a resolution in support of the Deferred Action for Childhood Arrivals (DACA) students.

CLOSED SESSION

The Board of Trustees returned to closed session at 8:55 p.m., reconvened into open session at 9:23 p.m., and reported out at that time.

16. **ADJOURNMENT**

On the motion of Trustee Jabbar, duly seconded and unanimously carried, the Board of Trustees adjourned the meeting at 9:24 p.m.

Approved _____
Clerk, Board of Trustees